

STANDARD BIDDING DOCUMENTS FOR PROCUREMENT OF NON-CONSULTING SERVICES



REQUEST FOR BID

Issued on: 20th AUGUST 2026

for

Procurement of

***PROVISION OF SECURITY SERVICES AT SADC
SECRETARIAT HQ, I-TOWERS, SEBELE CLIMATE
SERVICE CENTRE AND CAPRICORN HOUSE
OFFICES, RASESA AND THREE EXECUTIVE
RESIDENCES IN GABORONE AREA***

REFERENCE NUMBER: SADC/3/5/4/120.

PROCURING ENTITY: SADC SECRETARIAT

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Invitation To Bid (ITB)

Gaborone, 20th August 2026

Dear Bidder,

1. The **SADC Secretariat** invites you to submit bids to provide the following Non-Consulting Services ***Provision of Security Services at SADC Secretariat Headquarters, i-Towers, Sebele Climate Service Centre and Capricorn House offices, Rasesa, and the three Executive Residences in the Gaborone area.*** More details on the Non-Consulting Services are provided in the attached Requirements.
2. An economic operator will be selected under the ***Open Bidding Method*** and procedures described in the SADC Procurement Guidelines **[June 2025]**.
3. The Bidding Documents include the following documents:

PART 1 – Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 – Supply Requirements

- Section V. Schedule of Requirements

PART 3 – Contract

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

4. The INVITATION TO BID is open to all economic operators domiciled in the SADC Region, single entity, joint ventures and/ or Consortium which satisfy the eligibility and qualification requirements stated in the Bidding Documents.

Yours sincerely,

Thomas Chabwera
Head of Procurement



PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

Definitions

Definitions

- (a) “BD” means the Bidding Documents to be prepared by the Procuring Entity for the selection of Contractor, based on the SADC Secretariat Standard Template.
- (b) “Bid” means a written and formal offer for goods, works or services.
- (c) (b) “Bidder” means company or joint venture/ consortium invited to submit technical and financial proposal for this contract.
- (d) “Procuring Entity” means the procurement entity with which the selected legal entity will sign the contract.
- (e) “Contractor” means any legal entity that may deliver or delivers the Non-Consulting Services to the Client under the Contract.
- (f) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (g) “Bid Data Sheet (BDS)” means such part of the Instructions to Bidders used to reflect specific contract and assignment conditions.
- (h) “Day” means calendar day.
- (i) “Evaluation Committee” it is a panel of experts appointed by the Procuring Entity and assigned to evaluate the bids.
- (j) “Instructions to Bidders” (Section 2 of the BD) means the document which provides Bidders with all information needed to prepare their Proposals.
- (k) “ITB” (Section 1 of the BD) means the Invitation to Bid being sent by the Procuring Entity to the Bidders.
- (l) “Proposal” means the same as the Bid (see above).
- (m) “Related/ancillary Services” means the secondary services related to the main goods contract which will be also offered (training, maintenance etc)
- (n) “Subcontractor” means any person or entity with whom the Bidder or Contractors intends to subcontract any part of the contract.
- (o) “Technical Specifications” means the document included in the BD as Section V that provides the minimum technical characteristics and the quantities of goods need by the Procuring Entity from the Contractor.

- (p) Terms of Reference” (TOR) means the document drawn up by the Contracting Authority setting out its requirements and/or objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used and/or results to be achieved.

A. General

- | | |
|--------------------------------|--|
| 1. Scope of Bid | <p>1.1 The Procuring Entity indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the provision of Non-Consulting Services as specified in Section VI, Schedule of Requirements. The name and identification number of the contract for this procurement are specified in the BDS. The name, identification, and number of lots of are provided in the BDS.</p> <p>1.2 The procurement method used for acquisition of the Non-Consulting Services as specified in Section VI, Schedule of Requirements, is as indicated in the Bidding Data Sheet, detailed in the edition of the Guidelines indicated in the Bidding Data Sheet.</p> <p>1.3 The Bidders are invited to submit a Technical Proposal and a Financial Proposal for the Non-Consulting Services specified in Section VI, Schedule of Requirements.</p> <p>1.4 Unless otherwise specified in the BDS, when the Contract is divided into lots, Bidders may bid for one, more or for all lots as they wish. However, the quantity of Non-Consulting Services indicated under each individual lot shall be indivisible. Bids for only part of the Non-Consulting Services indicated under each lot shall be considered incomplete and automatically disqualified.</p> |
| 2. Fraud and Corruption | <p>2.1 It is the SADC Secretariat policy to require that Procuring Entity as well as bidders, suppliers, and contractors and their subcontractors under SADC Secretariat-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the SADC Secretariat:</p> <p style="padding-left: 40px;">(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> |

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.*

- (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 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

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.

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.

an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (i) will reject the bid for award;
- (ii) will declare the bidder/the contractor, including its affiliates, ineligible, either indefinitely or for a stated period of time, to become a SADC Secretariat contractor;
- (iii) will cancel or terminate any ongoing contract with the bidder /the contractor;
- (iv) will request the relevant national authorities to conduct a joint investigation with SADC Secretariat to inspect or carry out audits of the bidder /the contractor' accounting records and financial statements in connection with the contract in question for which it was found guilty of engaging in corrupt, fraudulent, collusive, coercive, or obstructive practices;
- (v) will forfeit the bid or performance securities of the bidder /the contractor;
- (vi) will suspend any payments due to the bidder/ 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 its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the SADC Secretariat's contract are determined and recovered, and
- (vii) will sue the bidder /contractor to recover the damages caused by its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question, if they are not fully recovered by the securities and the payments otherwise due to the bidder/contractor.

3. Eligible Bidders

3.1 Pursuant to paragraph 3.2 to 3.4 of this Clause, participation in tender and in award of contracts shall be open on equal terms to:

- (a) Natural persons, companies or firms, or associations or public or semi -public agencies.

(b) Cooperative societies and other legal persons governed by public or private law.

(c) Joint ventures, consortium or association of firms.

3.2 Bidders shall not be eligible for the award of contracts where:

(a) they are bankrupt;

(b) payments to them have been suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with their national laws in the total or partial loss of the right to administer and dispose of their property;

(c) legal proceedings have been instituted against them involving an order suspending payments and which may result, in accordance with their national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of their property;

(d) they have been convicted, by a final judgment, of any crime or offence concerning their professional conduct;

(e) they are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender; or

(f) they have been sanctioned by SADC Secretariat pursuant to the SADC Procurement and Grants Policy.

3.3 Only shortlisted Bidders indicated in **the Bidding Data Sheet** are allowed to participate in this bidding process. If a Bidder is shortlisted as Joint Venture or Consortium, the composition of Joint Venture or Consortium can be changed with prior approval of the Procuring Entity and only if (i) is supported by solid and objective arguments, (ii) does not alter the competition, (iii) is not generating a conflict, and (iv) is not invalidating the criteria and conditions in place when the joint venture or consortium was prequalified.

3.4 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the

general services to be purchased under these Bidding Documents. Affiliates are the group of companies, firms, associations, etc. where the Bidder or any of the major shareholders owns a minimum of twenty percent (20%) of shares of the share capital. For the same purpose, major shareholder is any legal or physical person who owns no less than twenty percent (20%) of the shares of the Bidder; or

- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid; or
- (c) they have controlling partners in common; or
- (d) they receive or have received any direct or indirect subsidy from any of them; or
- (e) they have the same legal representative for purposes of this bid; or
- (f) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Procuring Entity as a project manager, supervisor, assessor, monitor, evaluator, auditor or any others similar assignment for the contract.

3.5 A Bidder that has been declared ineligible by the SADC Secretariat in accordance with ITB Clause 3, at any stage of the procurement process, shall be disqualified.

3.6 A bidder who is debarred from taking part in any procurement activity by SADC Secretariat, a Member State or recognised international regulatory body or organisation, or professional body or organisation shall, by virtue of being barred by that body or organisation, and for the duration of such debarment, not qualify to participate in SADC procurement activities. The list of debarred firms by SADC

Secretariat is available at the electronic address specified in the **BDS**.

4. Eligible Services and Related Goods

- 4.1 Unless otherwise stated **in the BDS**, SADC Secretariat does not restrict the Goods and Related Services to be supplied under the Contract and on the basis of their origin.
- 4.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related/ancillary services” includes services such as insurance, installation, training, and initial maintenance.
- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

5. Sections of Bidding Documents

- 5.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 7.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. Contract Form
- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)

5.2 The Invitation To Bid issued by the Procuring Entity, which is not part of the Bidding Documents.

5.3 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Procuring Entity.

5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such a request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source at the latest 11 days before the deadline for submission. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of clarification, it shall do so following the procedure under ITB Clause 7 and ITB Sub-Clause 23.2.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.

7.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing in the same manner the Bidding Documents were communicated by the Procuring Entity.

- 7.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.1

C. Preparation of Bids

- 8. Cost of Bidding**
- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid**
- 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language indicated in the **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the official language of the bidding process, in which case, for purposes of interpretation of the Bid, such translation shall govern. Non-compliant bids shall be excluded from further evaluation.
- 10. Documents Comprising the Bid**
- 10.1 The Bid shall comprise the following:
- (a) Bid Submission Form, Technical Offer Form and the applicable Price Schedules, in accordance with ITB Clauses 11, 13, and 14;
 - (b) Bid Security, in accordance with ITB Clause 20, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;
 - (d) documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 16, that the Non-Consulting Services to be provided by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 17 and 29, that the Non-Consulting Services conform to the Bidding Documents;

- (g) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (h) Joint Venture agreement for bidders who are submitting as a Joint venture or consortium; and
- (i) any other document **required in the BDS.**

11. Bid Submission Form, Technical Offer Form and Price Schedules

- 11.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.
- 11.2 The Bidder shall submit the Technical Offer Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.
- 11.3 The Bidder shall submit the Price Schedules for Non-Consulting Services using the forms furnished in Section IV, Bidding Forms

12. Alternative Bids

- 12.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

13. Bid Prices and Discounts

- 13.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 13.2 All lots and items must be listed and priced separately in the Price Schedules.
- 13.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 13.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 13.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 29. However, if in accordance with

the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.8 If so indicated in ITB Sub-Clause 1.3, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 13.4 provided the bids for all lots are submitted and opened at the same time.

14. Currencies of Bid

14.1 The Bidder shall quote in the currency specified in the BDS. For evaluation purposes, when the bidder quotes in a different currency, the Contracting Authority shall apply the foreign exchange rate declared by the Central Bank of the country of the Contracting Authority on the bid closing date.

14.2 The bidders shall bear all the associated cost and risk deriving from currency exchange from US Dollars into their normal currency of trade.

15. Documents Establishing the Eligibility of the Bidder

15.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

16. Documents Establishing the Eligibility of the Non-Consulting Services and Related Goods

16.1 To establish the eligibility of the Non-Consulting Services and related goods in accordance with ITB Clause 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Non-Consulting Services and Related Goods

17.1 To establish the conformity of the Non-Consulting Services and related goods to the Bidding Documents, the Bidder shall furnish, as part of its Bid, the documentary evidence that the Non-Consulting Services and related goods conform to the terms of reference, technical specifications and standards specified in Section VI, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Non-Consulting Services ,

demonstrating substantial responsiveness of the Non-Consulting Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Non-Consulting Services during the period **specified in the BDS** following commencement of the use of the Non-Consulting Services by the Procuring Entity.

17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**18. Documents
Establishing
the
Qualifications
of the Bidder**

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction that:

- (a) if **required in the BDS**, a Bidder that does not manufacture or produce the Non-Consulting Services it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Non-Consulting Services to supply these Non-Consulting Services in the Procuring Entity's Country;
- (a) if **required in the BDS**, in case of a Bidder not doing business within the Procuring Entity's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (b) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of
Bids**

- 19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 19.3.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 20.2 The Bid Security shall be in the amount and denominated in the currency specified in the **BDS**, and shall:
 - (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution;
 - (b) be issued by a reputable banking institution selected by the bidder and located in any eligible country as **specified in the BDS**. If the institution issuing the bond is located outside the Procuring Entity's Country, it shall have a correspondent financial institution located in the Procuring Entity's Country to make it enforceable.
 - (c) be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
 - (d) be payable promptly upon a written demand by the Procuring Entity in case the conditions listed in ITB Clause 20.5 are invoked;

- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 19.2;

20.3 If a Bid Security is required in accordance with ITB Sub-Clause 20.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1, shall be rejected by the Procuring Entity as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 40.

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 39;
 - (ii) furnish a Performance Security in accordance with ITB Clause 40.

20.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

20.7 If a bid security is **not required in the BDS**, and

- (a) a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 19.2, or

- (b) the successful Bidder fails to: sign the Contract in accordance with ITB 39; or furnish a performance security in accordance with ITB 40;

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

21. Format and Signing of Bid

- 21.1 If hardcopies are required, the Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 21.4 If electronic submissions are required, the bidder shall ensure the bidding forms are duly signed and complete as specified in the **BDS**.

D. Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by certified mail/courier, by hand, or electronically as specified in the **BDS**.
 - (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 12, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.
 - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

22.2 For hardcopy submissions, the inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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

23. Deadline for Submission of Bids

23.1 Bids must be received by the Procuring Entity at the address or submission link provided and no later than the date and time **specified in the BDS**.

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

24. Late Bids

24.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late and rejected. Hardcopy submissions shall be returned unopened to the Bidder whereas electronic submissions shall not be considered for evaluation.

25. Withdrawal, Substitution, and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All the notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders or not considered for evaluation in the case of electronic submissions.

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

26. Bid Opening

26.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 22.1, shall be as **specified in the BDS**.

26.2 First, envelopes and any other communication marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only

envelopes that are opened and read out at Bid opening shall be considered further.

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.
- 26.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are physically present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 27. Confidentiality** 27.1 Information relating to the examination, evaluation, comparison, and qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, and comparison, of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation, and comparison of the bids, the Procuring Entity may, at its discretion, ask any Bidder for clarification of its Bid. Any clarification submitted

by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

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

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Non-Consulting Services and related goods specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non-conformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of

the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If any Bidder that submitted a Bid does not accept the correction of errors, its Bid shall be rejected.

**31. Preliminary
Examination
of Bids**

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

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

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 11.1;
- (b) Technical Offer Form, in accordance with ITB Sub-Clause 11.2;
- (c) Price Schedules, in accordance with ITB Sub-Clause 11.3;

- (d) Bid Security, in accordance with ITB Clause 20, if applicable.

32. Examination of Terms and Conditions; Technical Evaluation

- 32.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC, and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 29, it shall reject the Bid.
- 32.4 The evaluation committee shall use the Administrative Compliance Grid and the Technical Compliance Grid in order to assess the qualification and evaluation criteria (see Section IV Bidding Forms).

33. Evaluation of Bids

- 33.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 33.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.
- 33.3 To evaluate a Bid, the Procuring Entity shall consider the following:
 - (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 13.4; and
 - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.

- 33.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Procuring Entity's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Procuring Entity's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 33.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Non-Consulting Services and related goods. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 33.3 (d).
- 33.6 If so, **specified in the BDS**, the Procuring Entity shall grant a margin of preference in the evaluation of bids offering non consulting Services and Related Goods manufactured in the SADC countries, when compared to bids offering non consulting Services and Related Goods works manufactured elsewhere. The margin of preference shall be calculated as a fifteen percent (15%) discount on the evaluated total price. To qualify for the regional preference, the bids shall offer Goods and Related Services of at least fifty percent (50%) in contract value of SADC origin.
- 33.7 If so, **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

- 33.8 The Procuring Entity shall be specifically attentive to abnormally low bids, making enquiries about the prices proposed. An abnormally low bid may be disqualified.
- 34. Comparison of Bids** 34.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 33.
- 35. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids** 35.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to the contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

- 36. Award Criteria** 36.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily against the qualification criteria specified in Section III, Evaluation and Qualification Criteria.
- 37. Procuring Entity's Right to Vary Quantities at Time of Award** 37.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Non-Consulting Services and Related goods originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

38. Notification of Award

- 38.1 The Procuring Entity may conduct post-qualification of the lowest evaluated bidder after which it shall issue a Notification of Intention to Award to all the bidders which participated in the process. After issuance of the Notification of Intention to Award, within maximum five (5) calendar days unsuccessful bidders may lodge complaints in writing to the Procuring Entity decision in accordance with the relevant **clause of SADC Secretariat Procurement Guidelines specified in the BDS.**
- 38.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 38.3 Until a formal Contract is prepared and executed, the Notification of Award shall be binding upon receipt of acceptance of award.
- 38.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Procuring Entity will promptly discharge the bid security of each unsuccessful Bidder, where applicable, pursuant to ITB Clause 20.4.

39. Signing of Contract

- 39.1 After notification of award, the Procuring Entity shall send the Contract to the successful Bidder.
- 39.2 Within thirty (30) days (or within a period as requested by the Contracting Authority) of receipt of the Contract, the successful Bidder shall sign, date, and return it to the Procuring Entity.
- 39.3 Notwithstanding ITB 39.2 above, in case signing of the Contract is prevented by any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by the period provided for under 39.2, if the Bidder can demonstrate to the satisfaction of the Procuring Entity that signing of the Contract has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

40. Performance Security

- 40.1 Within twenty-eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the successful Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

41. Privacy Notice / Data Protection

- 41.1 Personal Data obtained during the examination, evaluation, comparison, and qualification of bids, and recommendation of contract award, shall not be disclosed to third parties or any other persons not officially concerned with such process.
- 41.2 SADC Secretariat Procurement Function collects and uses your personal information for "Procurement Process" when you intend to compete and deliver any Non-Consulting Services or related goods for the organization. The SADC privacy notice can be accessed from SADC Secretariat website as per link below: -

https://www.sadc.int/sites/default/files/SADC_Privacy_Notice.pdf

Section II. Bidding Data Sheet (BDS)

The following specific data for the Non-Consulting Services and related goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: [SADC Secretariat]
ITB 1.1	The name and identification number of the Contract is Provision of Security Services at SADC Secretariat Headquarters, i-Towers, Sebele Climate Service Centre and Capricorn House offices, Rasesa, and the three Executive Residences in Gaborone - SADC/3/5/4/120 The number of lots for this Contract are: One Lot
ITB 1.2	The procurement method is: Open Bidding Method The procurement Guidelines edition is: Procurement and Grants Policy, June 2025 and SADC Procurement Guidelines, June 2025, which can be downloaded from the SADC Secretariat website https://www.sadc.int/opportunities/procurement/sadc-procurement-documentation/
ITB 1.4	Bidders “are” allowed to bid for all lots or for combinations of lots. The following restrictions shall apply: Bidders should quote for provision of security services are all locations
ITB 3.3	A list of shortlisted firms invited to bid is the following: Not Applicable
ITB 3.6	A list of firms debarred from participating in SADC Secretariat financed projects is available at “Not Applicable”
ITB 4.1	Non-Consulting Services and related goods originating from the following countries are not eligible for SADC Secretariat financed contracts: “Not Applicable”

B. _____

A..

	B. Contents of Bidding Documents
ITB 6.1	For <u>Clarification of bid purposes</u> only, the Procuring Entity's address is: Head Procurement Unit SADC Secretariat Private Bag 0095 Gaborone Botswana Tel: +267 395 1863 email: pchifani@sadc.int , frandrianiana@sadc.int with a copy to tchabwera@sadc.int The closing date for requests for clarification is 31st August 2026 at 16:30 hours local Botswana Time. The last date for responding to requests for clarification is 11th September 2026 at 16:30 hours local Botswana Time. The correspondence shall bear the following reference: Contract Name: PROVISION OF SECURITY SERVICES AT SADC SECRETARIAT HQ, I-TOWERS, SEBELE CLIMATE SERVICE CENTRE AND CAPRICORN HOUSE OFFICES, RASESA AND THREE EXECUTIVE RESIDENCES IN GABORONE AREA Contract Reference: SADC/3/5/4/120
	C. Preparation of Bids
ITB 9.1	The official language of the bidding process is: <i>English</i> However, any supporting documents that are part of the bid shall be issued in any SADC Secretariat official languages (i.e: English, French and Portuguese). If the original documents are written in a language other than SADC Secretariat official languages, they shall be accompanied by an original certified translation into any of the SADC Secretariat official languages. The cost of the translation shall be borne by the bidders. In case of discrepancies between the original language and the language of translation, the language of translation shall prevail.

ITB 10.1 (i)	The Bidder shall submit the following additional documents in its bid: i. Valid copy of Certificate of Incorporation ii. Valid copy of current Tax Clearance iii. Valid copy of Trading security License issued by the relevant authority iv. Security Clearance or letter from relevant Law Enforcement agencies v. Letter of appointment of power of attorney appointing the Signatory vi. Signed Joint Venture Or Consortium agreement where applicable vii. Valid Workmen's Compensation Act Insurance Cover viii. Proof of Valid Public liability ix. Experience: Bidders must have successfully completed three contracts of a similar nature in size and complexity in the last 5 years, each with a value of not less than USD300,000.00. In doing so bidders will submit a minimum of three (3) reference letters from reputable organizations or Diplomatic Institutions and submit the proof below x. Contracts/Purchase Orders indicated or Acceptance certificates/Certificate of completion/Notification of Award Letters to demonstrate that the contracts indicated are completed and accepted by the client xi. Duly completed and signed sworn statement sworn at Commissioner of Oath or Notary (Please refer to Annexes). xii. Police Clearance of all proposed personnel or by other relevant security authorities. Bidders shall submit only one Technical Proposal and those bidders who have scored 70 points above will be invited to submit their financial proposals. Alternative proposals shall not be accepted. Bidders who submit technical proposals with financial proposal will automatically get disqualified Non- submission of the above stated documents will lead to automatic disqualification.

ITB 12.1	Alternative Bids <i>“shall not be”</i> considered.
ITB 13.7	The prices quoted by the Bidder <i>“shall not”</i> be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
ITB 14.1	The currency is <i>United States Dollars</i> <i>Where a different Currency is quoted, the bidder shall provide its equivalent amount in United States Dollars (USD) and the applied exchange rate.</i>
ITB 17.3	Period of time the related goods are expected to be functioning (for the purpose of spare parts): <i>Not Applicable</i>
ITB 18.1 (a)	Manufacturer’s authorization is: <i>“not required”</i>
ITB 18.1 (b)	After sales service is: <i>“not required”</i>
ITB 19.1	The bid validity period shall be <i>120 days</i> .
ITB 20.1	Bid shall include a Bid Security (issued by bank) in the form specified in Section IV Bidding Forms. The Bid Security shall be issued by a reputable banking institution selected by the bidder and located in any eligible country as specified in the BDS. If the institution issuing the bond is located outside the Procuring Entity’s Country, it shall have a correspondent financial institution located in the Procuring Entity’s Country to make it enforceable
ITB 20.2 (b)	The eligible countries are: <i>Not Applicable</i>
ITB 20.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Procuring Entity may declare the Bidder ineligible to be awarded contracts by the SADC Secretariat for a period of three (3) years.
ITB 21.1	If hardcopies are required, in addition to the original of the bid, the number of copies is: <i>Not Applicable. Submissions shall be in electronic form.</i>

ITB 21.4	For electronic submissions, the bidder shall ensure the bidding forms, sworn statement and/or declaration statement are duly signed and complete.
	D. Submission and Opening of Bids
ITB 22.1	Bidders <i>“shall”</i> submit their bids electronically.
ITB 22.1 (b)	The electronic bidding submission procedures shall be: a) Bids in PDF format should be submitted electronically through the following Cloud link: https://collab.sadc.int/s/NBLGasQzET63fso b) All bids should be signed and initialed on each page. c) All email submissions shall not be considered. d) Late bids will be rejected. e) Bidders are advised to submit their proposals during working hours from 07:30 to 16:30 hours (Monday to Thursday) and from 07:30 to 13:00 hours (Fridays) for support in case of any technical problems. The technical support team will not be available after working hours. f) Kindly drop/upload your file on the link above as a zipped folder containing all your documents and label it the name of your company. Note that there is no confirmation message for upload, but the files will be uploaded once it shows “Uploaded Files”.
ITB 22.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <i>[Not applicable as bids will be submitted electronically]</i> .
ITB 23.1	For bid submission purposes, the Collab link for submission is: https://collab.sadc.int/s/NBLGasQzET63fso The deadline for the submission of bids is: Date: 21st September 2026 Time: <i>At or before midnight Botswana local time</i> • Bidders must submit electronic version of the technical proposal only in PDF Format. Bidders passing the threshold under ITB 33.3(a)(A) below (i.e. technically responsive bids)

	will be asked to submit the financial proposals, which will be password protected. • Bidders submitting both technical and financial proposals at the same time will automatically be disqualified. • Bidders are advised to submit their proposals during working hours for support in case of any technical problems from 07:30Hours to 16:30 Hours (Monday to Thursday), and 07:30Hours to 13:00 Hours (Friday). The technical support team will not be available after working hours. • Kindly upload your file on the link as a zipped folder containing all your documents and label it with the name of your company. • Bids submitted after the deadline will be rejected.
ITB 26.1	The bid opening shall take place at: <i>Not Applicable as bid opening will be done virtually</i>
ITB 26.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: Bid opening of technical proposals will be done virtually in the presence of SADC Secretariat representatives and bidders' representatives who choose to attend as per details below: - The bid opening shall take place virtually on the following link: Zoom Link: Join Zoom Meeting https://us02web.zoom.us/j/87269869641?pwd=4oXUWZZbFRUkda5cHwj1ceA3rgDyja.1 Meeting ID: 872 6986 9641 Passcode: 272559 Date: 22nd September 2026 Time: 10:00 Hours Botswana Local Time Details for opening the Financial Proposals will be shared with only bidders that have passed the technical evaluation stage.

E. Evaluation and Comparison of Bids																																			
ITB 33.3(a)	Evaluation will be done as per Section III and will also include the following: - <u>A) TECHNICAL SCORE (100 points)</u> The number of points to be given under each of the evaluation criteria are: ORGANISATION AND METHODOLOGY - (40 Points) <table border="1"> <thead> <tr> <th>Description</th> <th>Score (40)</th> </tr> </thead> <tbody> <tr> <td>Understanding of the ToR</td> <td>5</td> </tr> <tr> <td>Proposed Methodology, Approach and Implementation Plan</td> <td>15</td> </tr> <tr> <td>Organization and staffing</td> <td>10</td> </tr> <tr> <td>Proof of vetting by Police/Security authorities and record for not having criminal background for all Experts (Contract Manager, Supervisors, and Security Guards)</td> <td>10</td> </tr> </tbody> </table> QUALIFICATION AND COMPETENCE FOR KEY EXPERTS– (60 points) (FORM TECH 5) <table border="1"> <thead> <tr> <th>Key Expert 1: Contract Manager</th> <th>30</th> </tr> </thead> <tbody> <tr> <td>Qualifications and Skills</td> <td>10</td> </tr> <tr> <td>General Professional Experience</td> <td>5</td> </tr> <tr> <td>Specific Professional Experience</td> <td>15</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Key Expert 2: Supervisors (one (1) day/one (1) night)</th> <th>15</th> </tr> </thead> <tbody> <tr> <td>Qualifications and Skills</td> <td>2.5</td> </tr> <tr> <td>General Professional Experience</td> <td>2.5</td> </tr> <tr> <td>Specific Professional Experience</td> <td>10</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Key Expert 3: Security Guards (78 Guards)</th> <th>15</th> </tr> </thead> <tbody> <tr> <td>Qualifications and Skills</td> <td>2.5</td> </tr> <tr> <td>General Professional Experience</td> <td>2.5</td> </tr> <tr> <td>Specific Professional Experience</td> <td>10</td> </tr> </tbody> </table> NB: The minimum technical score required to pass: 70 points. Bids not reaching 70 points shall be considered not compliant. Out of the 70 points threshold, the best technical offer is awarded 100 points.	Description	Score (40)	Understanding of the ToR	5	Proposed Methodology, Approach and Implementation Plan	15	Organization and staffing	10	Proof of vetting by Police/Security authorities and record for not having criminal background for all Experts (Contract Manager, Supervisors, and Security Guards)	10	Key Expert 1: Contract Manager	30	Qualifications and Skills	10	General Professional Experience	5	Specific Professional Experience	15	Key Expert 2: Supervisors (one (1) day/one (1) night)	15	Qualifications and Skills	2.5	General Professional Experience	2.5	Specific Professional Experience	10	Key Expert 3: Security Guards (78 Guards)	15	Qualifications and Skills	2.5	General Professional Experience	2.5	Specific Professional Experience	10
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Key Expert 3: Security Guards (78 Guards)	15																																		
Qualifications and Skills	2.5																																		
General Professional Experience	2.5																																		
Specific Professional Experience	10																																		

	The others receive points calculated using the following formula: <i>Technical score = (final score of the technical offer in question/final score of the best technical offer) x100. Technical scores will then be multiplied/weighted by 0.8.</i> <u>B) FINANCIAL EVALUATION (100 points)</u> Financial evaluation: the Evaluation Committee shall proceed with the financial comparisons of the remuneration between the different financial offers. The offer with the lowest remuneration shall receive 100 points. The others are awarded points by means of the following formula: <i>Financial score = (lowest remuneration/remuneration of the tender being considered) x 100. Financial scores will then be multiplied/weighted by 0.2.</i>
ITB 33.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: N/A (b) Deviation in payment schedule: N/A (c) the cost of major replacement components, mandatory spare parts, and service: N/A (d) the availability in the Procuring Entity's Country of spare parts and after-sales services for the equipment offered in the bid: N/A (e) the projected operating and maintenance costs during the life of the equipment N/A (f) the performance and productivity of the equipment offered; N/A
ITB 33.6	The Procuring Entity <i>"shall"</i> grant Regional Preference for the purpose of the evaluation of this Contract. The Procuring Entity shall grant a margin of preference in the evaluation of bids from companies' nationals from the SADC region when compared to bids from elsewhere. The margin of preference shall be calculated as

	a maximum fifteen percent (15%) discount to the evaluated total price. In case of a consortium, to qualify for the regional preference, the applicant must be from the region and the companies providing at least 50% of the services offered must be from the region. For Services to qualify for the regional preference, a bid offering fifty percent (50) % or more expertise (experts) from the SADC Region will be discounted, for the purpose of financial evaluation only, with fifteen percent (15%)
ITB 33.7	Bidders <i>“shall not”</i> be allowed to quote separate prices for one or more lots.
	F. Award of Contract
ITB 37.1	The maximum percentage by which quantities may be increased is: 25%. The maximum percentage by which quantities may be decreased is: 25%
ITB 38.1	The procedures to be followed to appeal a Procuring Entity decision in the procurement process are described in the <i>Section VIII</i> of the <i>SADC Secretariat Procurement Guidelines, June 2025</i>

Section III. Award, Evaluation and Qualification/Selection Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Procuring Entity may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

[The Procuring Entity shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Contents

1. Evaluation Criteria (ITB 33.3 (d))
2. Multiple Contracts (ITB 33.7)
3. Qualification Criteria (ITB 36)

1. Evaluation Criteria (ITB 33.3 (d))

The Procuring Entity's evaluation of a bid may take into account, in addition to the Bid Price (**award criteria**) quoted in accordance with ITB Clause 13.6, one or more of the following factors as specified in ITB Sub-Clause 33.3(d) and in BDS referring to ITB 33.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Non-Consulting Services specified in the List of Non-Consulting Services are required to be provided within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 33.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

- (b) Deviation in payment schedule. *[insert one of the following]*

- (i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in the bid price they wish to offer for such an alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

- (c) Cost of major replacement components, mandatory spare parts, and service.

N/A

.

- (d) Availability in the Procuring Entity's Country of spare parts and after sales services for equipment offered in the bid.

N/A

- (e) Projected operating and maintenance costs.

N/A

- (f) Performance and productivity of the equipment.
 - (i) An adjustment to take into account the productivity of the Non-Consulting Services offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 33.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of Non-Consulting Services offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 33.3(d).

- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 33.3(d)

3. Selection/Qualification Criteria (ITB 36)

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		
2.1	Experience in implementing similar contracts	a) Experience as Contractor, in at least Three (3) contracts within the last Five (5) years, each with a value of at least USD300,000 (Three Hundred Thousand United States Dollars) , that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on physical size, complexity, methods / technology, or other characteristics as described in Section VI, Scope of the Contract	Must meet the requirement	The leading firm must meet the requirements	Form 2 a)	Requested attachments to Form 2 a)
		b) At least 100% of the Applicant's activity shall be in the following area of specialization Security Services i.e. guarding services, rapid response, CCTV surveillance monitoring etc.	Must meet the requirement	All members together must meet the requirement	Form 2 b)	Requested attachments to Form 2 b)
2.2	Financial Resources	i) Minimum average annual turnover of USD900,000 (Nine Hundred Thousand United States Dollars) , calculated as total certified payments received for contracts in progress or completed, within the last Five (5) years	Must meet the requirement	All members together must meet the requirement The leader of the JV or Consortia alone must meet at least 80% percentage of the requirement	Form 3	Requested attachments to Form 3
		ii) Access to a dedicated	Must meet the	The leader of the consortia	Form 3	Requested attachments to

A. _____

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		
		credit line or overdraft facility of USD300,000 (Three Hundred Thousand United States Dollars)	requirement	must meet the requirement alone		Form 3
		iii) Minimum average annual Net Worth of US\$300,000 (Three Hundred Thousand United States Dollars) , calculated as Total Assets minus Total Liabilities, within the last <i>Five (5) years</i>	Must meet requirement	All members together must meet the requirement The leader of the JV or Consortia alone must meet at least 80% percentage of the requirement	Form 3	Requested attachments to Form 3
2.3	Personnel Resources:	a) Access to minimum <i>Eighty-One (81)</i> experts specialized in the following areas • <u>Key Expert 1: Contract Manager</u> – x1 • <u>Key expert 2: Supervisors</u> – x2 (1 day and 1 night) • <u>Key expert 3: Security Guards</u> – x78	Must meet the requirement	All members together must meet the requirement	Form 4 a)	Requested attachments to Form 4 a) Include CVs
		b) Availability of experts with the following specialization: • <u>Key Expert 1: Contract Manager</u> – x1 • <u>Key expert 2: Supervisors</u> – x2 (1 day and 1 night) • <u>Key expert 3: Security Guards</u> – x78 Refer to Terms of Reference for details	Must meet the requirement	All members together must meet the requirement	Form 4 b)	Requested attachments to Form 4 b) Include CVs
2.4	Professional Capacity	Authorised suppliers of the required equipment for this contract i) <i>Valid copy of Registration</i>	Must meet the requirement	All members together must meet the requirement.	Documents to be submitted by bidder	Documents to be submitted by bidder

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		
		<i>Certificate or Certificate of Incorporation</i> <i>ii) Valid copy of current Tax Clearance</i> <i>iii) Trading License</i> <i>iv) Reference letters from reputable organizations or Diplomatic Institutions.</i> <i>v) Duly completed and signed sworn statement sworn at Commissioner of Oath or Notary (Please refer to Annexes).</i>				

Section IV. Bidding Forms

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Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Reference No.: *[insert number of bidding process]*

Invitation for Prequalification No.: *[insert No of IFP]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Southern Africa Development Community Secretariat

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Non-Consulting Services and related goods _____ *[insert a brief description of the Non-Consulting Services and related goods];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our offer is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 40 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

A. _____

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the SADC Secretariat, a Member State or recognised international regulatory body or organisation, or professional body or organisation shall, by virtue of being barred by that body or organisation, in accordance with ITB Sub-Clause 3.6;
- (j) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—are not falling under any of the exclusion criteria stated in ITB Sub-Clause 3.4;
- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall be binding between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

A. _____

TEMPLATE OF DECLARATION STATEMENT

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

<Date>

To: Southern African Development Community (SADC) Secretariat

CBD Plot 54385

Gaborone, Botswana

Your ref: < Publication reference >

Dear Sir/Madam

1. *In response to your Request for Bids < [Publication reference](#) >, I, < [Name\(s\) of legal entity or entities](#)>, hereby declare that we do not fall into any of the following situations:*
 - a) *are 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;*
 - b) *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);*
 - c) *have been declared guilty of grave professional misconduct proven by any means which Procuring Entity can justify;*
 - d) *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;*
 - e) *are being currently subject to an administrative penalty;*
 - f) *have been convicted by a final judgement or a final administrative decision or*

A. _____

subject to financial sanctions by the United Nations or Country for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

- g) are a shell company nor has our company been created specifically for this bid and confirm we are legally registered to operate a business under the Laws of {insert country of registration} since {insert year of registration};*
 - h) are involved in corruption: offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;*
 - i) do not comply with our national tax and trading laws.*
- 2. I acknowledge that if any of these declarations are found to be false during evaluation, I will be disqualified and if the declarations are found to be false after award, then any contract(s) between ourselves and the Procuring Entity shall be terminated forthwith and I may be barred from future tendering for the Procuring Entity and liable to possible prosecution.*
 - 3. We further declare that where required we will provide necessary supporting documents that will prove compliance with any of the above.*
 - 4. We remain,*

Yours sincerely,

*Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:*

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form 1

Bidder Information Form

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

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> .. 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]*

A. _____

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

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

Form 2

Experience in implementing similar contracts.

(minimum 3 and maximum 5 references – maximum one page per reference)

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

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

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

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

Contract No. and title:

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

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

B. _____

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

Add rows when required.

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

- “ **Contracts / Purchase Orders indicated** above; or
- “ **Acceptance certificates / Certificate of Completion / Notification of Award Letters** to demonstrate that the contracts indicated are completed and accepted by the Client.

A. _____

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

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

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

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

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

A. _____

Form 3 Financial Situation

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

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

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

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

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

2. Financial documents

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

- (a) reflect the financial situation of the Bidder or partner to a JV/Consortium, and not sister or parent companies.
- (b) be audited by a certified accountant.

B. _____

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- “ Attached are copies of financial statements (certified copies of: the balance sheets – including all related notes, audit reports and/or similar statements of the accounts; audited by certified reputable auditors or certified by the fiscal authority of the country where the applicant is registered/ incorporated) for the three years required above; and complying with the requirements.

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

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

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

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

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

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

A. _____

Technical Offer Form

Form 4 (a)

Availability of Personnel – Expertise availability

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

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

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

Contract No. and title: *[insert number]*

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

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

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

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

B. _____

In the Capacity of *[insert capacity of person signing the application]*
 Duly authorized to sign the application for and on behalf of: Applicant's Name *[insert full name of Applicant]* Address *[insert street number/town or city/country address]*
 Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

Crt. No.	Terms of References (to be filled in by the Procuring Entity)			Proposal Offered (to be filled in by the Bidder)			
	Type of Non-Consulting Services	Terms of Reference	Quantity	Type of Non-Consulting Services	Terms of Reference	References to brochures and other supporting evidence	Quantity
1	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]</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	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]</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>

A. _____

<i>n</i>	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]]</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>

A. _____

Price Schedule Forms

*[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 Specification Form specified by the Procuring Entity in the Bidding Forms]*

Price Schedule Non-Consulting Services

Non-Consulting Services						Date: _____ Contract No: _____ Page N° _____ of _____		
[Insert Currency]								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Non-Consulting Services	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price			Total Price per Line item
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>			<i>[insert total price of the line item]</i>
							Sub-Total	
							VAT (if applicable)	
							Total Price	

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

B. _____

B. _____

Price and Completion Schedule – Related Goods

[Insert Currency]					Date: _____	
					Contract No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of related goods	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)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Sub-Total						
VAT (if applicable)						

B. _____

Total Bid Price	
-----------------	--

A. _____

Section V. Eligible Countries

All countries are eligible except the following: -

- a) [*indicate where applicable*]

B. _____

PART 2 – Supply Requirements

Section V. Schedule of Requirements

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B. _____

A. _____

2. List of and Completion Schedule

[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Non-Consulting Services Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>/. [insert Service No]</i>	<i>/. [insert description of]</i>	<i>/. [insert quantity of items to be supplied]</i>	<i>/. [insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>V. [insert required Completion Date(s)]</i>

1. If applicable

A. _____

3A: Terms of References

B. _____

PROVISION OF SECURITY SERVICES TO THE SADC SECRETARIAT TERMS OF REFERENCE

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1. BACKGROUND INFORMATION

1.1. Partner country and Procuring Entity

Southern African Development Community (SADC)

1.2. Contracting authority

Southern African Development Community Secretariat (SADC Secretariat)

1.3. Background

The SADC Secretariat has its Headquarters located at Plot 54385 in the Central Business District of Gaborone and has satellite offices at i-Towers, Sebele, and Climate Services Centre in Village. The Secretariat provides residential accommodation for its three (3) Executives located in Extension 11 and Phakalane. The Secretariat also owns a property in Rasesa. The Secretariat has 24/7 manned security personnel who provide security services at its premises. The Secretariat Headquarters is equipped with access control and CCTV systems. The Secretariat is looking for eligible and reputable security service providers to provide security services to its premises.

1.4. Current situation in the sector

Botswana is amongst the countries in Africa that is relatively secure, with modest crime levels by regional standards. However, incidences of crime and robbery have increased for the past few years and are more prevalent in urban areas, such as Gaborone.

1.5. Related programmes and other donor activities

This activity will be funded by Member States.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The overall objective for this contract is the effective and efficient provision of security services to the SADC Secretariat's premises.

2.2. Purpose

A. _____

The purpose of this contract is to ensure that the Secretariat's premises are effectively and efficiently guarded, safe and secured.

2.3. Results to be achieved by the contractor

The contractor is expected to ensure 24-hours, 7 days a week security support services to meet the requirements of the SADC Secretariat.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

Availability of key stakeholders such as staff members from relevant units such as Administration, ICT, Audit and Risk Management, Security Technical Team and staff from Facilities Management services during the contract period.

3.2. Risks

- Unauthorised movement and theft of assets.
- Break-in, terrorism activities.
- Crime, fire, disaster.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

Provision of security services to the SADC Secretariat's premises.

4.1.2. Geographical area to be covered

The areas covered by the scope are SADC Secretariat Headquarters, I-towers, Sebele, Climate Services Centre, Capricorn House satellite offices, Rasesa Property and the three (3) Executive Residences located in Gaborone.

4.1.3. Target groups

The main target group and immediate beneficiaries of the services to be provided through this contract is the staff of the Secretariat, including the three Executives.

4.2. Specific work

4.2.1. Sites and guards required

Sites/Description	Day Guards	Night Guards	Total
SADC-HQ	18	10	28
i-Towers	6	6	12
Sebele	2	2	4
Climate Services Centre	1	1	2
Capricorn House	1	1	2
Rasesa Property	2	2	4
Executive Secretary Residence	2	2	4
DES-RI Residence	2	2	4
DES-CA Residence	1	1	2
Rasesa Logistics Depot	8	8	16
		GRAND TOTAL	78

4.2.2. SADC-HQ breakdown

➤ DAYSHIFT

AREAS	NUMBER
Traffic Booms – Main entrance	2
Gatehouse - Main Entrance	1
Security Room/Help desk	2
Service Entrance	1
2 nd Floor Service Entrance	2
Main Reception	4
General Car park & surroundings	2
Basement	1
Supervisor	1
Assistant Supervisor	1
Office unlock and escort	1
TOTAL	18

➤ NIGHTSHIFT

A. _____

AREAS	NUMBER
Traffic Booms – Main entrance	2
Gatehouse - Main Entrance	1
Security Room	1
Service Entrance	
Main Reception	2
General Car park & surroundings	1
Basement	1
Supervisor	1
Assistant Supervisor	1
TOTAL	10

It is to be noted that the number of security guards required for the Rasesa Logistics Depot, currently estimated at eight (8) guards for the day shift and eight (8) guards for the night shift, is provisional and may be varied subject to the actual operational requirements of the Depot once it becomes fully operational. The estimated guard numbers is based on the current stage of construction and shall be reviewed and adjusted, where necessary, upon commencement of operations to ensure that the level of security coverage is appropriate to the site's operational needs. Deployment of security personnel shall commence only when the Depot becomes operational, and payment for security services shall likewise commence upon the deployment of guards.

4.2.3. General responsibilities of the security services company

Responsibilities include, but are not limited to:

- Provide 24-hour, 7 days a week security support services to meet the requirements of the Secretariat stipulated in this scope of work;
- Provide security services in relation to keeping general order, crime and disaster prevention, fire prevention, theft prevention, monitoring movement of people, goods and vehicles in/out of the building, patrolling duties and guard post (entrance), implementing emergency response measures and feedback reporting for the Secretariat's offices and residences;
- Ensure that the security and protection services contracted comply with the Secretariat policies, rules, regulations and guidelines;
- Protect the safety of people on the premises and assist staff when threatened;

- Facilitate access of staff and visitors at parking sites, entrances, traffic booms, boom gates;
- Escort visitors and contractors;
- Complete rounds of assigned facilities as needed for each site to inspect the security and safety of the premises;
- A Twenty-four (24) hour mobile supervision responsible for managing and supporting the security agents on sites;
- Provide clocking devices for SADC-HQ, Sebele Satellite Office and as needed for other sites.
- Bring to the attention of the representative of the Administration Unit any faults, discrepancies or situations that require repair or replacements
- Ensure proper handling and usage of existing and future acquisition of security systems and equipment;
- Ensure that Security Guards shall at all times be polite, courteous, respectful, and responsive;
- Contractor has full responsibility for all works and services performed by its security personnel;
- Provide qualified, competent, honest and well-trained personnel;
- Supervisors are expected to already be part of your workforce and have passed additional training courses such as: responding to emergency situations; health & Safety at work.
- Ensure all security guards are vetted and have no criminal convictions. No previous convictions are allowed. Proof of this must be forthcoming once the recruitment phase is complete. List of security personnel allocated to the SADC Secretariat along with their vetting certificates and fingerprints are to be submitted before the commencement of the contract.
- Provide its own communication and security equipment for its personnel;
- Provide corporate uniforms, facemasks, equipment (mobile telephone, torch, baton, whistle) to its personnel at contractor's expense;
- Liable for any damage caused by its staff willful or by accident to SADC premises, installations, systems, equipment, assets. Liaise with the relevant Facilities Management company and follow its procedures to do repairs.
- Provide adequate training to its personnel according to SADC building specifications and security requirements;
- Daily reports on hazardous conditions to the representative of the Administration unit;
- Produce a full report including the police report to the Administration Unit within 24 hours in case of incident;
- Produce monthly reports on service provided together with invoices and submit to the Administration Unit and;
- Rapid response in case of emergency situation;
- Have a Security Control Centre fully operational;

- Alarm system installation connected to the Control Centre;
- Have a quarterly meeting with SADC representative.

4.2.4. Specific responsibilities of the Security Services at SADC-HQ site

Specific responsibilities of the Security Services at SADC-HQ include, but are not limited to:

- Search the Cleaners and Security Guards and contractors before leaving the premises;
- Provide helpdesk services to facilitate opening and locking of offices, entrance of visitors.
- Unlock offices & meeting rooms for staff that do not have office keys available;
- Open boom gates for SADC Executives;
- Man the parking lots and ensure all vehicles are parked in the correct manner (adhering to all rules & regulations);
-
- Assist with reception duties after hours & weekends (i.e. assist with any queries that may reach the reception during these hours);
- Man SADC control room at all times 24/7;
- Monitor CCTV footage to ensure nothing suspicious takes place within the building at all times 24/7;
-
- Man the search area;
- Assist with opening up for deliveries;
- Escort all contractors that do any service or maintenance works (together with a Facility Management staff member for maintenance works) to ensure that they do not damage any equipment or property;
- Facilitate the opening and locking of offices for cleaners and escort them;
- Patrolling the premises every hour with a clocking device on day shift and patrolling every 30 minutes on night shift;
- Assist Facilities Management with emergency evacuation and;
- Raise and lower Member States flags on a daily basis (twice daily).

4.3. Project management

4.3.1. Responsible body

The contract will be managed by the Administration Unit in collaboration with all relevant units, particularly ICT, Procurement, Finance, Audit and Risk Management and the SADC security committee.

Further, by extension the Security company will be managed and supervised by the resident Facilities Management Company at SADC Secretariat. The Administration

Unit and security personnel as will be specified in the contract will have overall supervision responsibility.

4.3.2. Facilities to be provided by the contracting authority and/or other parties

No office space will be provided to the service provider.

5. LOGISTICS AND TIMING

5.1. Location

The contract will be executed at SADC Secretariat Headquarters, i-Towers, Sebele Climate Service Centre and Capricorn House offices, Rasesa, and the three Executive Residences in Gaborone area.

5.2. Start date & period of implementation of tasks

The intended start date is 01 November 2026 and the period of implementation of the contract will be for three (3) years.

6. REQUIREMENTS

6.1. Staff

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

6.1.1. Experts

Key Expert 1: Contract Manager - one (1) – 30 points

Qualifications and skills (10 points)

- Have a University Degree and training certificates in security services management or related programmes
- In-depth knowledge of security procedures and surveillance equipment

- Leadership and organizational abilities

General professional experience (5 points)

- Extensive experience in security industries

Specific professional experience (15 points)

- Have at least 5 years' experience managing similar contracts (Provide 3 references).

Key expert 2: Supervisors - one (1) day and one (1) night – 15 points

Qualifications and skills (2.5 points)

- Senior High School education
- Knowledge of security protocol and procedures
- Qualification in security training

General professional experience (2.5 points)

- Extensive experience in security industries
- Experience in surveillance systems

Specific professional experience (10 points)

- Have a least 5 years of experiences in supervising security guards in a similar environment. (Provide 3 references)

Key expert 3: Guards Security Guards – Seventy-eight (78) – 15 points

Qualifications and skills (2.5 points)

- High School education
- Qualifications in security training

General professional experience (2.5 points)

- Extensive experience as a Security Guard

Specific professional experience (10 points)

- At least 5 years of experience in the security field of work

Bidders will also be assessed on the following catering for the other 40 points: -

ORGANISATION AND METHODOLOGY: (40 points)

CRITERIA	POINTS
1. Understanding of the ToR	5

A. _____

2. Proposed Methodology, Approach and Implementation Plan	15
3. Workplan	5
4. Organization and staffing	5
5. Proof of vetting by Police/Security authorities and record of not having a criminal background for all Experts (Contract Manager, Supervisors, and Security Guards)	10
TOTAL	40

6.1.2. Other experts, support staff & backstopping

The contractor will provide support facilities for their team of experts (back-stopping) during the implementation of the contract.

Backstopping and support staff costs must be included in the price.

6.2. Office accommodation

No office accommodation is to be provided by the Contracting Authority during the contract period.

6.3. Facilities to be provided by the contractor

The contractor shall ensure that experts are adequately supported and equipped. In particularity must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

The Contracting Authority shall ensure that the security firm is adequately supported and will be provided with access to relevant security systems and equipment.

6.4. Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract.

6.5 Reimbursable expenditures

Reimbursable expenses are not applicable since this is a Global price tender. All applicable costs should be included in the lump sum amount.

6.6 Expenditure verification

No expenditure verification report is required

7. REPORTS

7.1. Reporting requirements

The Contractor will submit the following reports.

- (a) Daily report on hazardous conditions to the representative of Administration unit;
- (b) Full report including the police report to Administration Unit within 24 hours in case of incident;
- (c) Monthly report on service provided; and
- (d) Timely submission of report requested by the Contracting Authority.

7.2. Submission and approval of reports

The contractor will submit timely the reports to the Administration Unit and the reports will be approved by the project manager prior to payment.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

The monitoring and evaluation of the contractor will be based on the followings:

- Reports submitted on time.
- Compliance to contractual obligations.
- Implementation of SADC policies, regulations and procedures related to security.
- Enhancement of security procedures and the safety of SADC premises.
- Number of complaints received.

- Issues solved within acceptable timeframe.

3B: Technical Specifications

“Insert specifications for related goods if applicable”

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the required Goods by the Procuring Entity. The Procuring Entity shall prepare the detailed TS taking into account that:

- *The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Procuring Entity.*
- *The TS shall require that all and materials to be incorporated in the be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The use of metric units is requested.*
- *Standardizing technical specifications may be advantageous, depending on the complexity and the repetitiveness of the type of procurement. Technical*

A. _____

Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing.

- *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
 - (a) *Standards of materials and workmanship required for the production and manufacturing of the*
 - (b) *Detailed tests required (type and number).*
 - (c) *Other additional work and/or required to achieve full delivery/completion.*
 - (d) *Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.*
 - (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

When the Procuring Entity requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Procuring Entity shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

A. _____

“Summary of Technical Specifications. *The Goods shall comply with following Technical Specifications and Standards:*

<i>Item No</i>	<i>Name of or Related Service</i>	<i>Technical Specifications and Standards</i>
<i>N/A</i>	<i>N/A</i>	<i>N/A</i>

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

A. _____

Goods Related Services (N/A)

4. Drawings

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nr.	Drawing Name	Purpose
N/A	N/A	N/A

A. _____

5. Inspections and Tests

The following inspections and tests shall be performed: **N/A**

A. _____

PART 3 - Contract

STANDARD CONTRACT FOR NON- CONSULTING SERVICES

STANDARD CONTRACT

FOR

SERVICES

**PROVISION OF SECURITY SERVICES AT SADC SECRETARIAT HQ,
I-TOWERS, SEBELE CLIMATE SERVICE CENTRE AND CAPRICORN
HOUSE OFFICES, RASESA AND THREE EXECUTIVE RESIDENCES
IN GABORONE AREA**

Number: SADC/3/5/4/120

BETWEEN

THE SADC SECRETARIAT

(‘THE CONTRACTING AUTHORITY’),

AND

**XXXXXXXXXX XXXXXXXXXXXX
 (“the Service Provider”)**

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I. Form of Contract

This Contract (hereinafter called the "Contract") is made, between **The Southern African Development Community (SADC) Secretariat** (hereinafter called the "Contracting Authority") and **XXXXXXXXXXXX**, a company incorporated in the Republic of XXXXXX with registration number XXXXXXXXXXXX and tax clearance certificate number XXXXXXXX, of XXXXXXXXXXXXXXX email: xxxxxxxxxxxx (hereinafter called the "Service Provider").

WHEREAS

- (a) the Contracting Authority has requested the Service Provider to provide certain services as defined in this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Contracting Authority that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Contract documents shall be deemed to form an integral part of this Contract:

 Form of Contract;
 Special Conditions of Contract;
 General Conditions of Contract;
 Appendix A: Bidding Document;
 Appendix B: Technical Proposal;
 Appendix C: Financial Proposal;
 Notification of Award; and
 Letter of Acceptance of Award.
2. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Contracting Authority to the Service Provider as hereinafter mentioned, the Service Provider shall carry out the Services in accordance with the provisions of the Contract.

B. _____

4. EXECUTION

For the Contracting Authority		For the Service Provider	
Name:		Name:	
Designation:		Designation:	
Place:		Place:	
Date:		Date:	
Signature:		Signature:	

D. _____

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Contracting Authority’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time;
- (b) “Contracting Authority ” means the legal entity named in the SC who procures the Services described in Appendix A hereto from the Service Provider;
- (c) “Service Provider” means any private or public entity named in the SC that will provide the Services to the Contracting Authority under the Contract;
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices;
- (e) “Day” means calendar day;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (h) “GC” means these General Conditions of Contract;
- (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities;
- (l) “Party” means the Contracting Authority or the Service Provider, as the case may be, and “Parties” means both of them;
- (m) “Personnel” means professionals and support staff provided by the Service Provider or by any Sub-Contractor and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their

domicile outside the Contracting Authority's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Contracting Authority's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2 (a);

- (n) "Reimbursable expenses" means all assignment-related costs other than Service Provider's remuneration;
- (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (p) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A;
- (q) "Sub-Contractors" means any person or entity to whom/which the Service Provider subcontracts any part of the Services;
- (r) "Third Party" means any person or entity other than the Contracting Authority, the Service Provider or a Sub-Contractor; and
- (s) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Contracting Authority and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in

writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SC**.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the **SC**.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Contracting Authority's country or elsewhere, as the Contracting Authority may approve.

1.8 Authority of Member in Charge

In case the Service Provider consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified in the **SC** to act on their behalf in exercising all the Service Provider's rights and obligations towards the Contracting Authority under this Contract, including without limitation the receiving of instructions and payments from the Contracting Authority.

1.9 Authorized Representatives

1.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Contracting Authority or the Service Provider may be taken or executed by the officials specified in the **SC**.

1.9.2. The Contracting Authority's authorised representative shall be called the Task Manager. The Task Manager may exercise the authority attributable to him/her in the as specified in the **SC**.

1.9.3. The Task Manager shall have no authority to amend the Contract.

1.9.4. The Service Provider authorized representative shall be called Project Director and his/her may exercise the authority attributable to him/her in the as specified in the **SC**.

1.9.5. The either Party shall promptly inform the other of any change of their authorized representative of any change to the authority attributed to their authorized representative.

1.10 Taxes and Duties

The Service Provider, Sub-Contractor and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law.

1.11 Fraud and Corruption

If the Contracting Authority determines that the Service Provider and/or their Sub-Contractor has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Contracting Authority may, after giving 14 days notice to the Service Provider, terminate the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).

Should any personnel of the Service Provider be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.5.

1.11.1 Definitions

For the purposes of this Sub-Clause, the terms set forth below are defined as follows:

- (i) “corrupt practice”⁶ 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”⁷ 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”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

⁶ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes SADC Secretariat staff and employees of other organizations taking or reviewing procurement decisions.

⁷ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁸ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels. In this context, “public official” includes SADC Secretariat staff and employees of other organizations taking or reviewing procurement decisions.

- (iv) “coercive practice”⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Contracting Authority’s investigation into allegations of corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Contracting Authority’s inspection and audit rights provided for under Clause 3.6.

1.11.2 Commissions and Fees

The Contracting Authority will require the successful Service Providers to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”), which shall be the last date of signature by either Party.
- 2.2 Commencement of Services** The Service Provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the **SC**.

⁹ A “party” refers to a participant in the selection process or contract execution.

- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SC**.
- 2.4 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications , or Variations**
- 2.6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written addendum signed by the Parties.
- 2.6.2. Any change to the contract which has not been made in the form of an addendum shall be considered null and void.
- 2.7 Force Majeure**
- 2.7.1 Definition**
- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Contracting Authority agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractor or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Contracting Authority, shall either:
 - (i) demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Contracting Authority, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The Contracting Authority may, by written notice of suspension to the Service Provider, suspend all payments to the Service

Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.9 Termination

2.9.1 By the Contracting Authority

The Contracting Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Contracting Authority shall give a not less than thirty (30) days' written notice of termination to the Service Provider, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Contracting Authority may have subsequently approved in writing.
- (b) If the Service Provider becomes (or, if the Service Provider 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 Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Service Provider, 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 Service Provider 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 Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (g) If the Contracting Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2 By the
Service
Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Contracting Authority, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Contracting Authority fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Contracting Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Contracting Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Contracting Authority of the Service Provider's notice specifying such breach.

**2.9.3 Cessation
of Rights
and
Obligations**

Upon termination of this Contract or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

**2.9.4 Cessation
of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the

Contracting Authority, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Contracting Authority shall pay the Service Provider remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the date of termination.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

3.1.1 Standard of Performance

The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Contracting Authority, and shall at all times support and safeguard the Contracting Authority's legitimate interests in any dealings with Sub-Contractor or Third Parties.

3.1.2 Law Governing Services

The Service Provider shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Contractor, as well as the Personnel of the Service Provider and any Sub-Contractor(s), comply with the Applicable Law.

3.2 Conflict of Interests

The Service Provider shall hold the Contracting Authority's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Service Provider Not to Benefit from Commissions,

(a) The payment of the Service Provider pursuant to Clause GC 6 hereof shall constitute the Service Provider's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations

- Discounts, etc.** hereunder, and the Service Provider shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Contracting Authority on the procurement of goods, works or services, the Service Provider shall comply with the Contracting Authority's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Contracting Authority. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Contracting Authority.
- 3.2.2 Service Provider and Affiliates Not to Engage in Certain Activities** The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-Contractor and any entity affiliated with such Sub-Service Providers, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Service Provider shall not engage, and shall cause their Personnel as well as their Sub-Contractor(s) and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Contracting Authority, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Liability of the Service Provider** 3.4.1 In no event shall the Service Provider be liable for unforeseeable, indirect, incidental or special damages, including but without limitation to, any loss of revenues or loss of profits, arising either directly or indirectly as a result of the performance of this Contract or as a result of any act or omission by the

Contracting Authority in respect of the obligations of the Contracting Authority in terms of this Contract.

3.4.2 The Service Provider shall be liable for the consequences of errors and omissions arising from negligence or willful misconduct on its part or on the part of its Personnel. The Service Provider shall at its own cost be solely responsible for remedying any such errors and omissions.

3.4.3 The Service Provider shall not exclude or limit its liability for:

- (a) death or personal injury caused by its negligence or that of its Personnel or Representative; and
- (b) fraud or fraudulent misrepresentation by it or its Personnel or Representative.

3.4.3 The liability of the Service Provider in respect of any claim by the Contracting Authority except as provided in GC 3.4.3 above shall be limited, for all claims combined, to the total amount of Contract Price under this Contract.

3.4.4 The Contractor shall be liable for loss, damage, or injury caused to third parties by any default attributable to the Contractor or its employees or agents during the performance of the obligations under this Contract, and it shall take out and maintain adequate insurance in respect thereof, as further provided for in GC 3.5.

3.4.5 The limitation referred to in GC 3.4.3 above 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.

**3.5 Insurance to be
Taken out by the
Service Provider**

The Service Provider (i) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Contracting Authority, insurance against the risks, and for the coverages specified in the **SC**, and (ii) at the Contracting Authority's request, shall provide evidence to the Contracting Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Service Provider shall permit the Contracting Authority and/or persons appointed by the Contracting Authority to inspect its accounts and records as well as those of its Sub-Contractor relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Contracting Authority if required by the Contracting Authority. The Service Provider's attention is drawn to GC 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the Contracting Authority's inspection and audit rights provided for under GC 3.6 constitute a prohibited practice subject to Contract termination (as well as to a determination of ineligibility under the Service Provider's Procurement Policy and Guidelines).

3.7 Service Provider's Actions Requiring Contracting Authority's Prior Approval

The Service Provider shall obtain the Contracting Authority's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix B.
- (b) Subcontracts: the Service Provider may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Contracting Authority. Notwithstanding such approval, the Service Provider shall retain full responsibility for the Services. In the event that any Sub-Contractor are found by the Contracting Authority to be incompetent or incapable in discharging assigned duties, the Contracting Authority may request the Service Provider to provide a replacement, with qualifications and experience acceptable to the Contracting Authority, or to resume the performance of the Services itself.

3.8 Reporting Obligations

The Service Provider shall submit to the Contracting Authority the reports and documents specified in Appendix A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in soft copy or as specified in the said Appendix.

3.9 Documents Prepared by the Service Provider to be the Property of the

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Service Provider for the Contracting Authority under this Contract shall become and remain the property of the Contracting Authority, and the Service Provider shall, not later than upon termination or

Contracting Authority

expiration of this Contract, deliver all such documents to the Contracting Authority, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Contracting Authority. If license agreements are necessary or appropriate between the Service Provider and third parties for purposes of development of any such computer programs, the Service Provider shall obtain the Contracting Authority's prior written approval to such agreements, and the Contracting Authority shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SC**.

3.10 Equipment, Vehicles and Materials Furnished by the Contracting Authority

Equipment, vehicles and materials made available to the Service Provider by the Contracting Authority or purchased by the Service Provider wholly or partly with funds provided by the Contracting Authority, shall be the property of the Contracting Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Contracting Authority an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Contracting Authority's instructions. While in possession of such equipment, vehicles and materials, the Service Provider, unless otherwise instructed by the Contracting Authority in writing, shall insure them at the expense of the Contracting Authority in an amount equal to their full replacement value.

3.11 Equipment and Materials Provided by the Service Providers

Equipment or materials brought into the Contracting Authority's country by the Service Provider and the Personnel and used either in the implementation of the Contract or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable.

4. SERVICE PROVIDERS' PERSONNEL AND SUB-CONTRACTORS**4.1 General**

The Service Provider shall employ and provide such qualified and experienced Personnel and Sub-Contractor (s) as are required to carry out the Services.

4.2 Description of Personnel

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out

of the Services of each of the Service Provider's Key Personnel are described in Appendix B. If any of the Key Personnel has already been approved by the Contracting Authority, his/her name is listed as well.

- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix B may be made by the Service Provider by written notice to the Contracting Authority, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Contracting Authority's written approval.

4.3 Approval of Personnel

The Key Personnel and Sub-Contractor listed by title as well as by name in Appendix B are hereby approved by the Contracting Authority. In respect of other Personnel which the Service Provider proposes to use in the carrying out of the Services, the Service Provider shall submit to the Contracting Authority for review and approval a copy of their Curricula Vitae (CVs). If the Contracting Authority does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Contracting Authority.

4.4 Removal and/or Replacement of Personnel

- (a) Except as the Contracting Authority may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Contracting Authority (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or

(ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Contracting Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Contracting Authority.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Service Providers may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Contracting Authority. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Contracting Authority may otherwise agree, (i) the Service Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

- 4.5 Resident Project Director** If required by the **SC**, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services in the Contracting Authority's country a resident Project Director, acceptable to the Contracting Authority, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CONTRACTING AUTHORITY

- 5, Payment** In consideration of the Services performed by the Service Provider under this Contract, the Contracting Authority shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE SERVICE PROVIDER

- 6.1 Ceiling Amount** Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceiling specified in the **SC**.
- 6.2 Remuneration and Reimbursable Expenses** Subject to the ceiling specified in Clause GC 6.1 hereof, the Contracting Authority shall pay to the Service Provider, in instalments, (i) the remuneration as set forth in the **SC** hereunder, and (ii) the reimbursable expenses as set forth in **SC** hereunder, based on the schedule stated in **SC**.
- Unless otherwise specified in the **SC**, the remuneration shall be fixed for the duration of the Contract.
- 6.3 Currency of Payment** All payments shall be made in US Dollars.
- 6.4 Mode of Billing and Payment** Billings and payments in respect of the Services shall be made as follows:
- (a) All payments under this Contract shall be made to the accounts of the Service Provider specified in the **SC**.
 - (b) Payments shall be done within thirty (30) days upon receipt of the original invoice accompanied by the supporting documents to demonstrate the acceptance by the Contracting Authority of the Services rendered by the Service Provider.

7. FAIRNESS, GOOD FAITH AND NON-WAIVER

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 Non waiver** Non waiver means that:
- (a) 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.

8. ADVANCE PAYMENT GUARANTEE

8.1.

Unless otherwise provided for in the **SC**, the Service Provider shall provide an advance payment guarantee for the full amount of the advance payment. For purposes of this Contract, an advance payment guarantee means a written liquid document executed by and between the Service Provider and a bank or financial institution in the Contracting Authority's country, which has the effect of guaranteeing unconditional repayment of the advance payment by the bank or financial institution on demand by the Contracting Authority, should the Service Provider fail to perform its relevant obligations under this Contract.

8.2 Prior to the payment by the Contracting Authority to the Service Provider in terms of this clause, the Service Provider shall provide the Contracting Authority with an irrevocable and unconditional Advance Payment Guarantee in a form approved by the Contracting Authority, issued by a bank or financial institution registered and operating in Botswana, which shall be in accordance with Annex E within thirty (30) Days of the Signature Date, guaranteeing the repayment of the advanced amount by the Service Provider to the Contracting Authority under this Contract.

8.3 The amount of advance payment guarantee shall be unconditionally payable to the Contracting Authority upon written demand by the Contracting Authority, according to the provisions of this Contract without any further reference to the Service Provider.

8.4 The Service Provider shall ensure that the advance payment guarantee remain in force and effective until the

Goods have been delivered in their various final destinations and the ancillary Services performed for which the Advance Payment was provided has been delivered.

8.5 In the event that the Service Provider defaults and fails to rectify the default in terms of this Contract, the Contracting Authority shall forthwith call up the Advance Payment Guarantee. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority. This financial guarantee shall remain valid until it is released by the Contracting Authority as appropriate.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute with the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 9.2 shall apply.

9.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 9.1 may be submitted by either Party for settlement in accordance with the provisions specified in the **SC**.

10. Liability for Personal Data Breach

10.1 The Contractor shall indemnify or hold harmless, the Contracting Authority, from and against all loss, costs, harm, claims, fines, group actions, liabilities, damages, expenses (including legal fees) suffered or incurred by the Contracting Authority or for which the Contracting Authority may become liable due to any failure by the Contractor or its personnel to lawfully process Personal Data under the Contract.

10.2 The aggregate liability of the Service Provider in respect of the indemnity set out in GC 10.1 above shall in no event exceed the total Contract Price.

10.3 The Service Provider shall adhere to data protection requirements as set forth in the **SC**.

D. _____

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Applicable laws are the Laws of the Republic of Botswana
1.1 (b)	The Contracting Authority is: SADC Secretariat
1.1 (c)	The Service Provider is:
1.4	The language is English
1.6	The addresses are: Contracting Authority SADC Secretariat CBD Plot 54385 Gaborone Botswana Contacts: +267 3951863 Service Provider
1.8	Not applicable
1.9.1	The Authorized Representatives are: For the Contracting Authority: The Task Manager is: For the Service Provider: The Project Director is <i>[insert the name, title, department organization]</i>

1.9.2	The Contracting Authority delegates to the Task Manager the following authority under this Contract: The Task manager shall: (a) be the first point of contact for operational implementation; (b) oversee operational implementation on a day-to-day basis; (c) approve reports submitted by the Service Provider; (d) approve invoices; and (a) provide technical guidance on contract implementation.
1.9.4	The Service Provider delegates the Project Director the following authority under this Contract: Be the lead person for all contractual matters
2.2	The Services shall commence on the Effective Date.
2.3	The time period shall be 36 months (3 years).
3.5	The risks and the coverage shall be as follows: (a) Third Party liability insurance, with a minimum coverage of the total Contract ceiling; and (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and of any Sub-Service Providers, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.
3.9	The Service Provider shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Contracting Authority.
6.1	The Contract ceiling in US : xxxxxxxxxxxx (xxxxxxxxxxxxxxxxxxxxxxxx) including VAT and other taxes and costs for a period of three (3) years/36 months),

6.2 (ii)	Reimbursable expenses are not applicable since this is a Global price tender. All applicable costs should be included in the lump sum amount.										
6.4(a)	The account Number is: <table border="1"> <tr><td>Account Name</td><td></td></tr> <tr><td>Account Number</td><td></td></tr> <tr><td>Bank Name</td><td></td></tr> <tr><td>Bank Branch</td><td></td></tr> <tr><td>Swift Code</td><td></td></tr> </table> Payment shall be made on a monthly basis no later than 30 days upon submission of the original invoice with supporting documents demonstrating acceptance by the Contracting Authority of the Service Provider's rendered Services.	Account Name		Account Number		Bank Name		Bank Branch		Swift Code	
Account Name											
Account Number											
Bank Name											
Bank Branch											
Swift Code											
8	Not Applicable										
9.2	The rules of procedure for arbitration proceedings pursuant to GC 9.2 shall be as follows: (a) The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. (b) In the event that, through negotiation, the Parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of the contract, the Parties shall settle the dispute by arbitration. (c) The dispute shall be determined by a sole arbitrator to be appointed by the Chairperson of the Chartered Institute of Arbitrators, Botswana upon request by either Party. (d) The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto. (e) The arbitration shall take place in Botswana the sole arbitrator shall apply general principles of contract law to determine merits of the dispute.										

	(f) The decisions of the arbitrator shall be final and binding upon the Parties. (g) 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. Nothing in this Clause shall affect the privileges and immunities of SADC as an organization.
10	10.1 Processing of Personal Data 10.1.1 For the avoidance of doubt, references to the term Personal Data shall only apply to Personal Data processed in the course of the performance of the obligations imposed on the Service Provider pursuant to or under the Contract. 10.1.2 The Service Provider shall: (a) process Personal Data provided by the Contracting Authority for fulfilling specific obligations and instructions from the Contracting Authority as set out in the Contract. (b) comply with all Applicable Data Protection Law when Processing Personal Data. (c) not utilize Personal Data transferred to it by the Contracting Authority for any other purpose than provided in the Contract. (d) keep the Personal Data confidential and not disclose it to third parties or in any other way use the Personal Data in contravention of the provisions of the Contract; and (e) ensure that any of its personnel, agent, or sub-Service Provider who may have access to the Personal Data, commit themselves to confidentiality of the Personal Data processed under the Contract unless they are under an appropriate statutory obligation of confidentiality. 10.1.3 Data Subject Rights The Service Provider shall assist the Contracting Authority by implementing appropriate technical and organisational measures for the fulfilment of the Contracting Authority's obligations to

	respond to requests by Data Subjects in respect of Personal Data. 10.1.4 The Service Provider shall: (a) promptly notify the Contracting Authority if it receives a request from a Data Subject in respect of the Personal Data. (b) ensure that it does not respond to any request except on the documented instructions of the Contracting Authority. (c) promptly notify the Contracting Authority if it receives any communication from any Supervisory or Regulatory Authority in connection with the Personal Data; and (d) promptly notify the Contracting Authority if it receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law. 10.1.5 Transfer of Personal Data 10.1.5.1 The Service Provider shall not transfer or authorise the transfer of Personal Data outside the country of the Contracting Authority without prior written authorisation of the Contracting Authority. 10.1.5.2 Subject to clause SC 10.1.5.1 above, Personal Data may only be transferred to a jurisdiction or international organisation that ensures adequate level of protection. If Personal Data processed under the Contract is transferred outside of the country of the Contracting Authority, the Service Provider as Data Processor shall ensure that there are appropriate safeguards to protect the Personal Data. 10.1.5.3 Service Provider shall ensure the following before transferring Personal Data: (a) the party receiving the Personal Data will apply a protection level equivalent to or higher than the measures set out in the Applicable Data Protection Laws. (b) the party receiving the Personal Data has appropriate safeguards if the third country does not provide an adequate level of protection.
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	(c)processing of Personal Data by the party receiving it is restricted to the purpose authorised by the Contracting Authority; and (d)the transfer of Personal Data is compatible with the reasonable expectations of the Data Subject. 10.1.5.4 Information Security 10.1.5.4.1 The Service Provider must implement all appropriate technical and organisational measures necessary to ensure a level of security as required under the SADC Protection of Personal Data Policy and Applicable Law. 10.1.5.4.2 The Service Provider undertakes to inform the Contracting Authority of the technical and organisational measures it will implement to protect the Personal Data processed on behalf of the Contracting Authority. 10.1.5.4.3 The Service Provider must inform the Contracting Authority of any changes that could affect the protection of Personal Data before implementing such changes. 10.1.5.5 Personal Data Breach 10.1.5.5.1 The Service Provider must immediately notify the Contracting Authority of any security compromise or data breach which involves Personal Data. 10.1.5.5.2 The Personal Data breach notification from the Service Provider must provide sufficient information to allow the Contracting Authority to meet any obligations or to report or inform the affected Data Subjects. 10.1.5.6 The notification must provide the following information: (a)a description of the nature of the data breach. (i) a list of Data Subjects affected; and (ii) the security measures implemented or to be implemented to address the data breach. (b)The Service Provider shall cooperate with the Contracting Authority and take reasonable steps as directed by the
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	Contracting Authority to assist the investigation, mitigation, and remediation of such Personal Data breach. 10.1.5.6 Records 10.1.5.6.1 The Service Provider shall maintain complete, accurate and up-to-date written records of all Data Processing carried out under or in connection with the Contract. 10.1.5.6.2 The records maintained by the Service Provider shall contain the following information: (a)the name and contact details of the Service Provider's representative or the Data Protection Officer, if any; (b)the categories of Data Processing carried out on behalf of the Contracting Authority; (c)where applicable, details of any transfers of Personal Data, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred together with details of the appropriate safeguards put in place; and (d)a general description of the security measures implemented by the Service Provider. 10.1.5.7Sub-Processing The Service Provider shall ensure that any Sub-Contractors processing Personal Data shall do so lawfully and in line with this Clause, where applicable. 10.1.5.7.1 Deletion or Return of Personal Data 10.1.5.7.1.1 Upon the expiration of the Contract, or termination of the Contract pursuant to Clause GC 30, the Service Provider shall immediately cease processing Personal Data under its possession or control. 10.1.5.7.1.2 Within 10 (ten) days following the date of expiration or termination of the Contract, the Service Provider shall, at the written direction of the Contracting Authority, securely return or delete Personal Data including any copies of it.
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	10.1.5.7.1.3 The Service Provider shall provide the Contracting Authority with written certification that it has fully complied with the provisions of this Clause. 10.1.5.7.1.4 If the Service Provider is required by law to retain the Personal Data, the Service Provider shall advise the Contracting Authority accordingly.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

B.

APPENDIX B – TECHNICAL PROPOSAL

APPENDIX C – FINANCIAL PROPOSAL

APPENDIX D – NOTIFICATION OF AWARD

F. _____

APPENDIX E – LETTER OF ACCEPTANCE OF AWARD

F. _____



Signed with Impression - Chain of Custody



Signature Request

Signature Request ID:	3b8bd37c-20f4-4b38-a088-1fdf459b5a37	Timestamp:	2026-08-20 15:57:09 GMT
Signee Name:	Diana Sello	Sender Name:	Diana Sello
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

Original Document

Document Name:	RFB_BIDDING_DOCUMENT_FOR_SECURITY_SERVICES.pdf	Document Size:	851.4 KB
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Email Evidence

Signee Email:	dsello@sadc.int	Email Subject:	Not available in Silent Mode
Email Sent Timestamp:	Not available in Silent Mode	Email Opened Timestamp:	Not available in Silent Mode

Web Evidence

Signee IP Address:	153.67.129.85	Request Timestamp:	2026-08-20 15:49:12 GMT
Signee GPS (if shared):	BW: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/151.0.0.0 Safari/537.36	Terms Accepted Timestamp:	2026-08-20 15:49:23 GMT

Annotations and Modifications

Signature Count:	18	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	0
Single Initial Count:	0		

Signing Evidence

Signee Mobile:	+270000000000	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	NONE

Chain Of Custody Generation

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Signed with Impression - Chain of Custody



Signature Request

Signature Request ID:	cd4792d8-6768-4b10-a4de-3099dc17e6d7	Timestamp:	2026-08-20 16:47:58 GMT
Signee Name:	Thomas Chabwera	Sender Name:	Thomas Chabwera
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

Original Document

Document Name:	RFB_BIDDING_DOCUMENT_FOR_SECURITY_SERVICES.pdf	Document Size:	2.3 MB
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Email Evidence

Signee Email:	tchabwera@sadc.int	Email Subject:	Not available in Silent Mode
Email Sent Timestamp:	Not available in Silent Mode	Email Opened Timestamp:	Not available in Silent Mode

Web Evidence

Signee IP Address:	41.87.175.154	Request Timestamp:	2026-08-20 16:44:08 GMT
Signee GPS (if shared):	BW: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/151.0.0.0 Safari/537.36 Edg/151.0.0.0	Terms Accepted Timestamp:	2026-08-20 16:44:45 GMT

Annotations and Modifications

Signature Count:	18	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	0
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Signing Evidence

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Security Challenge:	NONE	Part of Workflow:	NONE

Chain Of Custody Generation

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