PROPOSED CONSTRUCTION RESURFACING OF DRIVEWAY ROAD AT THE SADC REGIONAL PEACEKEEPING TRAINING CENTRE IN HARARE, ZIMBABWE.

TENDER NO: ***SADC / RPTC / ROAD / 01***

Date 11 November 2026

VOLUME 1: TENDER INFORMATION AND CONTRACT DATA

CLIENT

SOUTHERN AFRICAN DEVELOPMENT COMMUNITY REGIONAL PEACE KEEPING TRAINNING CENTRE (SADCRPTC)

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SECTION 1: TENDERING PROCEDURES

	VOLUME 1: SECTION 1 TENDERING PROCEDURES	TENDER NOTICE AND INVITATION TO TENDER

Tender No: ***SADC / RPTC / ROAD / 01***

Title of the Contract: RESURFACING OF DRIVEWAY ROAD AT THE SADC REGIONAL PEACEKEEPING TRAINING CENTRE IN HARARE, ZIMBABWE.

- Tender offers are invited from contractors for the provision of a works contract for the construction of the proposed Resurfacing of driveway road at the SADC Regional Peacekeeping Training Centre in Harare, Zimbabwe, together with all associated site works, to attain initial operating capability

- The Procuring Entity is Southern African Development Community (SADC) Secretariat, Private Bag 0095, Gaborone, Botswana.

- Procurement Method: **Negotiated with Publication.**

- *Bidders who are domiciled in Zimbabwe must, in order to be considered for the award of the contract, be registered with the Procurement Regulatory Authority of Zimbabwe in the following categories*

  Code 01 (Building Construction Works and Maintenance), Sub-code 01 (Building Construction), Grade E

  Foreign companies must be domicile and be registered in any of the SADC 16 member countries to be eligible to participate in this tender and must be in possession of relevant trading documentation defining the constitution or legal status, place of registration and principal place of business.

- Tender documents are available free of charge from SADC website www.sadc.int

- Queries relating to the issue of these documents shall be addressed to Procurement Unit Attention: Head of Procurement *(Mr Thomas Chabwera)* | email: tchabwera@sadc.int and Project Manager *(Mr Martin Malongo)* | email: mmalongo@sadc.int.

- **A compulsory pre-tender clarification site meeting with representatives of the Procuring Entity will take place at SADCRPTC on 20 November 2026 *at 09:00hrs.* Bidders are supposed to assemble at (SADCRPTC Premises , ready to go to *(SADCRPTC Premises*.**

- *For electronic submissions, bidders will submit both Financial and Technical proposals as separate documents as per guidance below: -*

  - *Bidders should submit the financial proposal secured with a password. The password will be required at opening stage if the bidder passes the technical evaluation stage. Bidders that submit financial proposals not protected by a password shall be disqualified.*

***"THE PROPOSED* CONSTRUCTION RESURFACING OF DRIVEWAY ROAD AT THE SADC REGIONAL PEACEKEEPING TRAINING CENTRE IN HARARE, ZIMBABWE**

TENDER No. SADC / RPTC / ROAD / 01

The address for physical submission will be:

SADC Regional Peace Keeping Training Centre Crichton Avenue Marlborough P/Bag 7735 Harare

The link for electronic submission is:
https://collab.sadc.int/s/fz54FL3gGnSapEE

The closing time for receipt of tender offers is 11 December 2026 at 00:00hrs Zimbabwe local time.

Tender offers received after closing time and date will not be accepted.

Notwithstanding anything in the foregoing, SADC Secretariat is not bound to accept the lowest or any tender offer.

	VOLUME 1: SECTION 1 **TENDERING PROCEDURES**	**TENDER DATA**

Title of the Contract: CONSTRUCTION RESURFACING OF DRIVEWAY ROAD AT THE SADC REGIONAL PEACEKEEPING TRAINING CENTRE IN HARARE, ZIMBABWE

1.1	The Procuring Entity is the SADCRPTC
1.2	The Procuring Entity's agents (representatives) are: Mr Martin Malongo Mrs Kutemba Mwelwa Mr Liberty Kabike
1.3	The eligibility criteria for Bidders are: The tender is open for contractors registered with the Procurement Regulatory of Zimbabwe(PRAZ) in Zimbabwe in the following categories: Code: SC006(Construction and Civil Works (Buildings, Dams and Roads) Foreign companies must be domiciled and registered in any of SADC 16 member countries. To be eligible to participate in this tender a foreign company must be in possession of relevant trading documentation defining the constitution or legal status, place of registration and principal place of business. Bidders are similarly advised that the following specialist works and associated works shall be carried out by domestic sub-contractors who are registered in the respective categories with PRAZ as indicated below: Construction and Civil Works: Code 08, Sub-codes 01, 02, 04, 06, 07, 10 and 11, Grade E Road Maintainace: Code 02, Sub-codes 01, 02, 06 and 07, Grade E Foreign companies can propose to use foreign domestic subcontractors domiciled and registered in SADC member country. The sub-contractors must be in possession of relevant trading documentation defining the constitution or legal status, place of registration and principal place of business.
1.4	**A compulsory pre-tender clarification site meeting with representatives of the Procuring Entity will take place at SADCRPTC on 20 November 2026 at 09:00hrs to 11:30hrs.** Bidders are supposed to assemble at *SADCRPTC Offices and 09:00hrs* ready to go to SADCRPTC. The Attendance Register will be used to confirm proof of attendance by the bidder.
1.5	The offer price and the rates are to be stated in US Dollars (USD). The tender is for a **fixed price contract.**

1.6	*Bidders should submit the financial proposal secured with a password. The password will be required at the opening stage if the bidder passes the technical evaluation stage. Bidders that submit financial proposals not protected by a password shall be disqualified.* *(Select the appropriate submission method)*
1.7	The Procuring Entity's address for delivery of tender offers and identification details to be shown on each tender offer package are: ***SADC Regional Peace Keeping Training Centre Crichton Avenue Marlborough P/Bag 7735 Harare*** ***The link for electronic submission is:*** **https://collab.sadc.int/s/fz54FL3gGnSapEE** **"THE PROPOSED RESURFACING OF DRIVEWAY ROAD AT THE SADC REGIONAL PEACE KEEPING TRAINING CENTERE IN HARARE ZIMBABWE** **TENDER No. SADC/RPTC/ROAD/01**
1.8	The closing time for submission of tender offers is **11 December 2026 at 00:00hrs Zimbabwe local time.**
1.9	Telephonic, telegraphic, telex, facsimile or emailed tender offers will **not** be accepted.
1.10	The tender validity period is **180 calendar days.**
1.11	The procedure for evaluation of responsive tender offers is: **Least Cost Selection** The construction period for this project is to be proposed by the bidder. The tender is for a **fixed price contract.** The evaluation process shall comprise of **3 Stages** as described hereunder: **Stage 1: Preliminary Responsiveness/ Administrative Compliance** The first phase of the evaluation will be an assessment of compliance/preliminary responsiveness of each tender received to establish the following: That the tender is complete in all respects in accordance with general instructions to Bidders as contained in the tender document. The following documents **must** be completed and submitted with tender for compliance purposes: a) Bid submission form is duly completed; b) Language requirements. c) Documentation is complete; d) Declaration with exclusion criteria signed by all members of the consortium;

e) Copy of Valid Tax Clearance Certificate (to be verified online via *ZIMRA* website for locally registered companies.); For foreign companies, relevant tax payment certificate from country of origin must be submitted.
f) Copy of *PRAZ* Registration (to be verified on line via (*PRAZ website*); Foreign companies must be submit relevant trading documentation defining the constitution or legal status of the company, place of registration and principal place of business.
g) Duly completed Certificate of Authority of Signatory
h) Duly completed Directors and Shareholders Declaration Form.
i) Form of Intent to provide a performance bond.
j) Copy of Joint Venture (JV) or Association agreement signed by all members (if applicable); the agreement shall state the % value of works to be undertaken by each party.
k) Attendance at the compulsory site meeting (Attendance Register is to be used to confirm whether the Bidder attended the compulsory site visit).

In addition to the above, the tender shall be checked to establish that it does not include any stipulation that the Bidder's own terms and conditions are to apply. No alteration, additions, omissions or erasures are to be made to the printed text of any document in the tender documents unless specifically directed by the Procuring Entity or their agent in writing.

In the instance where the Bidder fails to or submits wrong, unsigned, expired, incomplete or uncertified documents they may be required to re-submit the documents within 2 days of notification to do so. Bidders will be notified through email. Non-responsiveness within 2 days shall result in disqualification of the Bidder and will not be eligible for consideration in the subsequent evaluation stage, i.e. Stage 2: Technical Evaluation:

Stage 2: Technical Evaluation

Those tenders judged to be responsive and compliant in terms of Stage 1 shall be evaluated technically based upon the criteria and maximum score as outlined in the table below:

Description of score for quality	Maximum number of tender evaluation points
Quality Plan	15
Management Plan	20
Curricula Vitae of Key Personnel	20
Experience of Bidder	15
Outline Programme & Method Statement	20
Health & Safety Plan	10
Total Points	**100**

Each Bidder must obtain **at least** half the maximum marks allocated under each category above. For example, Quality Plan, maximum marks = 15; therefore, a minimum mark of 7.5 must be obtained.

Any bidder who scores less than 80/100 shall not proceed to the next stage of the evaluation, i.e. Financial Evaluation.

Quality Plan (15 marks)

- Clear methodology for quality control procedures to be adopted (3marks)
- Roles and responsibilities of quality control personnel (3 marks)
- Quality monitoring and reporting procedures (3 marks)

- Project specific inspections, tests, forms, etc. (3 marks)
- Procedures for dealing with defects during construction and defects liability period (3 marks)

Management Plan (20 marks)

- Communication management/plan describing the system of communication and project performance documentation (5 marks)
- Organisational chart showing on-site and off-site management personnel (5 marks)
- Risk management plan (5 marks)
- Human resources plan detailing how the project team/workers will be acquired (5 marks)

Key Personnel (20 marks)
Minimum level of Key Personnel required is as follows:

Contracts Manager/ Contractor's Representative – Minimum Bachelor's degree in Architecture / Quantity Surveying / Civil & Structural/Electrical/Mechanical Engineering and a minimum of 7 years post-graduation experience in construction related fields. (10 marks)

Level of experience	**Marks**
less than 7 years' experience	0
7 - 8 years' experience	3
9 years' experience	7
10 years' or more than 10 years' experience	10

Quantity Surveyor – Bachelor's degree in Quantity Surveying and a minimum of 5 years post qualification experience. (4 marks)

Level of experience	**Marks**
less than 5 years' experience	0
5 - 6 years' experience	2
6 - 7 years' experience	3
8 years' or more than 8 years' experience	4

Services Coordinator – Bachelor's degree in Electrical or Mechanical Engineering and a minimum of 7 years post qualification experience. (3 marks)

Level of experience	**Marks**
less than 7 years' experience	0
7 - 8 years' experience	1
9 years' experience	2
10 years' or more than 10 years' experience	3

Site Agent – Minimum of diploma in Architecture/Quantity Surveying/ Civil/ Structural/ Electrical/Mechanical Engineering and a minimum of 5 years' experience **as Site Agent** (3 marks).

Level of experience	**Marks**
less than 5 years' experience	0
5 - 6 years' experience	1
6 - 7 years' experience	2

8 years' or more than 8 years' experience	3

The Bidder is to submit **certified copies** of academic certificates and identification documents for the proposed key personnel.

For Zimbabwe based companies all Engineers should be registered with Engineers Council of Zimbabwe(ECZ) and in possession of registration and practising certificates (certified by ECZ).

Similarly, Architects should be registered with Architects' Registration Council (ARC) and in possession of registration and practising certificates (certified by ARC).

Quantity Surveyors should be registered with Quantity Surveyors' Registration Council (QSRC) and in possession of registration and practising certificates (certified by QSRC).

For foreign companies, relevant professional registrations for proposed engineers, architects and quantity surveyors should be submitted from countries of operation

Each CV of proposed project personnel **must** be accompanied by a signed Consent Form. Zero marks shall be awarded against a CV which is not accompanied by a signed Consent Form.

Experience of Bidder on building projects (15 marks)
Completed building projects to be marked as follows:

- For projects above USD20 million: 5 marks per project
- For projects between USD15million and USD20million: 3 marks per project
- For projects between USD10million and USD15million: 2 marks per project

The maximum of 15 marks may be obtained from any combination of marks from the three categories above.

Provide the following information for each of the projects mentioned above as per Experience of Bidder form.

In support of the above, the Bidder must provide written references or certificate of practical completion of each project.

Outline Programme and Method Statement (20 marks)

- Programme showing key milestones (10 marks)
- Durations of important trades which effect the critical path (5 marks)
- Adequacy of Method Statement (5 marks)

Health & Safety Plan (10 marks)
Adequate health & safety plan covering the following aspects:

- Engagement of SHE officer with at least Diploma qualification in Occupational Health & Safety or equivalent and 2 years post –graduation experience. (3 marks)
- Covid-19 and HIV/AIDS issues in the work place (2 marks)
- Health & Safety training and awareness activities (1 mark)
- Safe working systems (4 marks)

Certified copies of academic certificates and CV for the SHE Officer **must** be attached to the Health & Safety Plan

Bidders who score at least 80% in Stage 2 of the Evaluation will be eligible to proceed to next stage of evaluation: Financial Evaluation

Stage 3: Evaluation of Financial Proposals

General Information

Bidders are advised that SADC Secretariat shall only open the Financial Proposals of the Bidder who scores at least 80% in Stage 2 – Technical Evaluation.

Criteria for Evaluation of Financial Proposals:

a) All bidders shall submit the **completed Bills of Quantities** (Volume 2) and the completed **signed Form of Tender** which is appended to the Bills of Quantities in the first instance, **without fail.** These documents will be put in a separate envelope clearly marked "Financial Proposal". Failure to comply with this will lead to disqualification.

For electronic submissions, bidders will submit both Financial and Technical proposals as separate documents as per guidance below: -

Bidders should submit the financial proposal secured with a password. The password will be required at the opening stage if the bidder passes the technical evaluation stage. Bidders that submit financial proposals not protected by a password shall be disqualified.

b) Arithmetic check – the tender will be checked for arithmetic errors. Bidders will be notified in writing of any errors and asked if they wish to stand by their original bid.

c) Pricing tendency throughout the Bills of Quantities (whether balanced, front- or back loaded). Front or back loaded bid shall be disqualified.

d) Consistency of rates within trades.

e) Reasonableness of rates (i.e., accuracy and adequacy of rates) for:
   - Preliminaries and General Items
   - Selected key firm/fixed quantity items
   - Selected provisional quantity items
   - Establishing that the Bidder has allowed for all costs including Value Added Tax (VAT)

f) Qualifications made to the Bidders Financial Bid – any qualifications made in a Bidder's Financial Bid will be evaluated. Should such a qualification have a material effect on the tender or on the performance of the contract, then it will be considered in the final recommendations made for the appointment of the bidder and may also result in the rejection of the bid.

Award Criteria

The Contracting Authority shall award the contract to the Bidder offering a technically compliant bid with the lowest financial proposal.
Bidder
Bidder
Acceptance

SADC Secretariat shall not incur expenses in the preparation of the bids. All expenses in the preparation of bids shall be borne by the bidder.The Evaluation Committee shall be specifically attentive to abnormally low bids. An abnormally low bid may be disqualified. The Evaluation Committee shall justify its decision.

SECTION 2: DOCUMENTS

LIST OF DOCUMENTS

The Bidder must complete/submit the following documents:

1 Documents for tender compliance purposes

a) Bid submission form duly completed;
b) Language requirements.
c) Documentation is complete;
d) Declaration with exclusion criteria signed by all members of the consortium;
e) Copy of Valid Tax Clearance Certificate (to be verified online via *ZIMRA* website for locally registered companies.); For foreign companies, relevant tax payment certificate from country of origin must be submitted.
f) Copy of *PRAZ* Registration (to be verified on line via PRAZ *website*; Foreign companies must be submit relevant trading documentation defining the constitution or legal status of the company, place of registration and principal place of business.
g) Duly completed Certificate of Authority of Signatory
h) Duly completed Directors and Shareholders Declaration Form.
i) Form of Intent to provide a performance bond.
j) Copy of Joint Venture (JV) or Association agreement signed by all members (if applicable); the agreement shall state the % value of works to be undertaken by each party.
k) Attendance at the compulsory site meeting (Attendance Register is to be used to confirm whether the Bidder attended the compulsory site visit).

2 Documents for tender evaluation purposes and for incorporation into the Contract

- Curricula Vitae of Key staff proposed for this project, including Letters of Consent (to be completed and signed by all key staff proposed)
- Record of addenda to tender documents
- Proposed subcontractors
- Experience of Bidder
- List of on-going projects
- Quality Plan
- Management Plan
- Health & Safety Plan
- Plant and equipment proposed for the project
- Daywork Schedule
- Brand Names

TAX CLEARANCE CERTIFICATE

A copy of a valid Tax Clearance Certificate from the *(relevant Revenue Authority*)

Verification to be done online through *(relevant Revenue Authority)* **website.**

Failure to comply with the above requirements will render the tender non-responsive and the Bidder will be disqualified.

For foreign companies relevant tax payment certificate from country of origin must be submitted.

PROOF OF REGISTRATION WITH RELEVANT PUBLIC PROCUREMENT AUTHORITY

The Bidder must submit copy of Public Procurement Authority registration certificate/letter.

Verification to be done online through Public Procurement Authority website.

Failure to comply with this requirement will render the tender non-responsive and will be disqualified.

Foreign companies must be submit relevant trading documentation defining the constitution or legal status of the company, place of registration and principal place of business.

	VOLUME 1: SECTION 2 DOCUMENTS	CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E OTHER

A. Certificate for company

I,_ _, authorised representative of _ _ _ _ _ _ _ _

_ , hereby confirm that by resolution of the board Mr/Ms _ _ _ _ _ _ _ _ _ _ _ _ _ , acting in the capacity of _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

B. Certificate for partnership

We, the undersigned, being the key partners in the business trading as _ _ _ _ _ _ _ _ _ _ _ _

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _hereby authorise Mr/Ms _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _, acting in the capacity of _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ , to sign all documents in connection with the tender offer for Contract _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the partners. Attach additional pages if more space is required.

Furthermore we attach to this Schedule a copy of the partnership agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all partners.

C. Certificate for Joint Venture (Where applicable)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _, an authorised signatory of the company

_ _, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract

_ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

NAME OF FIRM	**ADDRESS**	**AUTHORISING SIGNATURE, NAME & CAPACITY**
Lead partner		

D. Certificate for sole proprietor.

I, _, hereby confirm that I am the sole owner

of the business trading as _

E. Certificate for other.

I, _, hereby confirm that I am _ _ _ _ _ _ _ _

_ of the business trading as

_ _

THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT

_____ON THIS _____ DAY OF

_____2026_____, AT _____AM / PM, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.

_____
COMMISSIONER OF OATHS

CAPACITY:

	VOLUME 1: SECTION 2 DOCUMENTS	DECLARATION FORM FOR TENDERING PURPOSES

Declaration to establish that Directors, shareholders, partners, members have not participated through any other bid for the same tender.

PART A

I, _____(full name), in my capacity as_____(state position in Entity)

hereby declare that on my behalf, and on behalf of the owners, partners / directors/ shareholders

/administrators and/or Other (Please specify) _____

of:_____ *(name of Entity)*

of:_____

_____ *(Postal/physical address)*

that, in connection with the enclosed tender,

All information contained herein is true and not misleading, and it is to the best of my knowledge factual and binding on the Entity and/or its Representatives. I state that the

(State Name of Entity) _____and/or its representatives confirm that they have not, through other entities, participated in the same tender and offer the same products in response to the same items.

NOTE THAT: In the case of competing franchises, the franchises may bid for the same item but with different products. Item means the commodity required by the procuring entity indicated in the ITT. Product means the commodity offered by the bidder.

I declare and confirm that the Entity and/or its Representatives have in fact not participated in the same tender and offered the same products in response to the same items, through any other registered company or other entity. I hereby provide a current list of Directors/ Administrators/ Partners/ Members and/or Shareholders for the Company/Partnership/ *Society*/Joint Venture/

Private Foundation/Statutory Body and/or other (Please specify) _____

	DIRECTORS/MEMBERS/ PARTNERS NAME and/OR Other (Please Specify).....	***CAPACITY IN ENTITY***	***NATIONALITY***	***PERCENTAGE OF SHAREHOLDING***
1				
2				
3				
4				
5				
6				
7				

	SHAREHOLDER'S NAME	NATIONALITY	PERCENTAGE OF SHAREHOLDING
1			
2			
3			
4			
5			
6			
7			

If more space is required attach additional sheet. Note that public companies should state which stock exchange the company is listed under.

I further acknowledge that should any of the directors, partners, and shareholders, members/administrators /(others please specify) be found to be associated in a similar or other manner in another company/entity, participating in this tender and offering the same products in response to the same items, this shall disqualify this Company/Partnership/ *Society*/Joint Venture/ Private Foundation/Statutory Body, and whichever company or other entity the said director/partner/shareholder/member and/or administrator is consequently involved in.

I further acknowledge that should the Company /Partnership/ *Society*/Joint Venture/ Private Foundation/ Statutory Body or any of its affiliates or subsidiaries be found to have participated in the same tender and offered the same products in response to the same items, the said Company/Partnership/ *Society*/Joint Venture/ Private Foundation/Statutory Body/(others please specify) and its affiliates and/or subsidiaries shall be disqualified.

The Company/Partnership/ *Society*/Joint Venture/ Private Foundation/ Statutory Body/(others please specify), through its agents, employees or directors has not illegally communicated with any member of the procuring entity, except as may be permitted in the relevant "instructions to Bidders" or by law.

The Company/Partnership/ *Society*/Joint Venture/ Private Foundation/Statutory Body/(others please specify), through its agents, employees, partners, members, administrators and/or directors has not paid or offered to pay any consideration, favour or promise to any member of the procuring entity or any person employed by the procuring entity.

I declare that this tender is submitted by us in our own right and we have not colluded in any way with any other potential Bidder in the production and submission of this tender other than in the establishment of a joint venture or sub-contractor arrangement as fully and correctly declared in the tender.

I acknowledge that if after the award of this tender any of these declarations are found to be false then any contract(s) between ourselves and the procuring entity shall be terminated forthwith and we may be barred from future tendering for government services and liable to possible prosecution.

I confirm that our entity has undertaken not to collude to withdraw from a tender award, only for the reason that an unsuccessful bidder be awarded the tender. I confirm further that the entity has undertaken not to engage in frivolous complaints and litigation that frustrates project implementation.

SIGNED: ..... NAME: .....

DATED:.....

.....

Entity Stamp

PART B

Definition

1. The following definitions shall apply to this declaration:

- **Control:** the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of managerial and financial authority and power in determining the policies and directing the operations of the business.

- **Net Amount:** the financial value of the Contract at the time of the award of the Contract, exclusive of VAT which the law requires the Employer to pay to the Contractor.

- **Owned:** Having all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest or shareholding as demonstrated by an examination of the substance as well as the form of ownership arrangements.

2. All the shareholders of
……..(Name of company) have read this declaration and agree to its contents.

a) All the shareholders hereby give consent verification of the information provided above and understand that this may include but not limited to the verification of assets, liabilities, accounts, bonds and undertake to notify the competent authorities of any change to the information provided in this Declaration within seven days of such occurrence.

b) I understand and declare that each matter here deposed to is essential for the tender

validity of…… (Name of company)

NB: The Procuring Entity reserves the right to confirm the authenticity of the information provided above.

THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT _____ON THIS _____ DAY OF_____2026, AT_____AM / PM, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.

_____

COMMISSIONER OF OATHS

CAPACITY:…….

Stamp

FORM OF INTENT TO PROVIDE A PERFORMANCE BOND

Note: Performance bonds may be provided only by a commercial bank registered in (*insert contracting authority's country).*

It is hereby agreed that a Performance Bond worded exactly as the pro forma provided in Section 3 of Volume 1 of the tender documents will be provided by the Surety named below, which shall be a commercial bank registered in Zimbabwe.

Name of Bank .....

Address .....

Bidder .....

Name .....

Signature .....

Capacity .....

Date .....

CONFIRMED BY Bank's Authorised Representative

Signature .....

Name .....

Capacity .....

On behalf of Bank .....

Address of Bank .....

Date .....

Name: **Date of Birth:**

Profession: **Nationality:**

Current Position: **Years with the Company:**

Position to be held in this Contract:

Qualification and Experience:

Education:

Professional Membership:

Experience Record:

Languages:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

_____ **Date:** _____

[Signature of Owner of the CV]

Note: The Bidder **must** submit certified copies of academic certificates and identification documents for the proposed key personnel. The Bidder is to attach separate sheets for each member of the proposed key staff and use as many sheets as necessary. Duly completed letter of consent shall be attached to the CV.

LETTER OF CONSENT

I _____ citizen of _____ID/Passport No. _____ valid up to _____, whose CV has been listed under Key Personnel above, do hereby offer my full consent to work on the RESURFACING OF DRIVEWAY ROAD AT THE SADC REGIONAL PEACE KEEPING TRAINING CENTRE with the Company/Contractor named _____, that intends to submit a tender for the abovementioned project**.**

I also confirm that I have neither offered nor will offer my consent to any other firm to work for any other project until the expiry of the validity of the proposal or the award of the contract whichever is later. However, if the above-mentioned firm is successful in winning this contract, I shall be available for the full duration of the contract.

_____ _____

Signature of Consenter Date

*Each member of the proposed key staff **must** fill and sign a Letter of Consent.*

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Procuring Entity before the submission of this bid, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ……
…

Date ……
…

……. Position……
Name . ……..

……
BidderBidder ……

We notify you that it is our intention to employ the following subcontractors in this contract:

If we are awarded the contract, we agree that this notification does not change any contractual obligation for us to submit the names of proposed Subcontractors. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of the proposed Subcontractor	**Nature and extent of work to be carried out by the sub-contractor**	**Previous experience with Subcontractor (Projects)**
1.			
2.			
3.			
4.			
5.			

Attach additional pages if more space is required.

Signed: _____ Date:_____

Name: _____ Position:_____

BidderBidder: _____

The following is a format of statement of similar works successfully executed previously by ourselves:

Completed Projects (Past performance)

Client, contact person and email.	Description of contract	Value of work (USD)	Commencement date and date of completion

NOTES:

1. Attach additional sheets as necessary.
2. Copies of written references and practical completion certificates to be attached for all listed projects. Reference must state value of the completed project.

We have no objection to the client or his agents contacting persons stated in the above schedules about our COMPLETED project(s)

Signed: _____ Date:_____

Name: _____ Position:_____

BidderBidder: _____

The following are our ongoing projects:

On-going Projects (to assess capacity)

Client, contact person and email	Description of contract	Value of work (USD)	Commencement date, date of completion

NOTES:

1. Attach additional sheets as necessary.
2. Copies of letter of award of tender/project to be attached

We have no objection to the client or his agents contacting persons stated in the above schedules about our ONGOING project(s)

Signed: _____ Date:_____

Name: _____ Position:_____

BidderBidder: _____

Note to BidderBidders: Please provide details of your quality plan here. Alternatively, you may attach a copy of your quality plan.

The Quality Plan Document is to include the following topics:

- Quality Procedures
- Adequacy of the plan taking into account the scope of works and covering the following:
  - Roles and Responsibilities
  - Monitoring and reporting procedures
  - Project specific inspections and tests
  - Procedures for dealing with defects

Note to Bidder: Please describe the management arrangements for the work in this contract. You are requested to include the following in your management plan:

1. An organisation chart showing onsite and off-site management personnel

2. Communication management/plan describing the system of communication and project performance documentation.

3. Risk Management plan

4. Human Resources plan detailing how the project team/workers will be acquired

Health and safety – Competence and resources	
1.	The procedures we propose to adopt for developing and implementing a Health and Safety Plan are:
2.	Our proposed approach and time allowance to deal with the high-risk areas, particularly identified in the Scope of Work, are:
3.	We have allowed the following time period from acceptance of this Bid for the development of a construction-phase Health and Safety Plan:

4.	Provide details and guidance that the contractor will provide for (i) Covid-19 issues in the workplace. (ii) H.I.V and A.I.D.S issues in the workplace. (ii) Engagement of SHE Officer (iii) Health & Safety training and awareness activities (iv) Safe working systems

Attach additional pages if more space is required.

We confirm that the foregoing responses will enable us to comply with the requirements of all Health and Safety legislation.

Signed: _____ Date:_____

Name: _____ Position:_____

Bidder: _____

PLANT AND EQUIPMENT PROPOSED FOR THE PROJECT

The following are lists of major items of relevant equipment that we presently own or lease and will be available for this contract or will acquire or hire for this contract if our bid is accepted.

NB: Certified copies of Motor Vehicle Registration Books must be attached for owned equipment or plant where applicable, and for equipment to be hired, a statement of intent to lease to the Bidder must be attached from plant Hire Company listing type of equipment to be leased.

(a) Details of major relevant equipment immediately available for this contract:

Quantity	Description, size, capacity etc.

Attach additional pages if more space is required

(b) Details of major relevant equipment that will be hired or acquired for this contract if our bid is accepted.

Quantity	Description, size, capacity etc.

Attach additional pages if more space is required

Signed: _____ Date:_____

Name: _____ Position:_____

Bidder: _____

DAYWORK SCHEDULE

Note to Bidders:

The Bidder is to insert below the percentage additions to be applied on the proven costs of Materials, Plant and Labour to cover the costs of supervision and overheads & profit on variations instructed by the Engineer which are to be executed on a daywork basis.

DAYWORK RATES	
	Percentage addition on proven costs
Materials:	_____%
Plant:	_____%
Labour:	_____%

BRAND NAMES

Throughout the Bill of Quantities there are references to specific products and/or manufacturers /suppliers accompanied by the term “or equal and approved”. The use of a specific brand name and/or manufacturer/supplier must not be construed to mean that the Bidder is to procure materials or products exclusively from the said manufacturer/supplier. Rather, the mention of a specific material or product has been used as a benchmark for the Bidder to procure materials or products that conform to the required performance specifications.

In procuring the materials or products so described, the Bidder is strongly advised to consult with his materials suppliers to ensure that any alternative materials or products that are equal and approved do indeed conform to the required performance specification of SANS, BOBS, ISO or any other standard in reference. The Contractor will be required to provide proof that any alternative materials or products will conform to the required standards, and that they are cost effective without compromising on quality. The Bidder’s basic price list (where applicable) need not make reference to the specific benchmark material or products in the Bill of Quantities but the product used as an alternative must be specified in the list and must be of at least an equal standard to the benchmark product.

The use of brand names is a standard practice in specifying materials and products in the construction industry, but this is not intended to restrict the Bidder in the procurement of materials or products, a choice that is entirely the Bidder’s own within the set parameters of performance and quality as demanded by the Client. The term **Approved** is also not to be construed as to mean approval by a consultant, but rather an approval as outlined by the relevant standards mentioned above.

This does not in any way absolve the Bidder from the contractual obligations to provide catalogues, samples and tests of any equal and approved materials and products if the Bidder is awarded the contract.

The Bidder confirms that the above has been read and fully understood and confirms this by signing and stamping below with the Company stamp. The Bidder is strongly advised to use locally manufactured products that conform to the requisite performance specification where applicable.

It is emphasised that the Bidder is required to strictly adhere to the above procedure and sign below:

Dated this…….day of…….....……20…….

Name.....

Signature…….....

In the capacity of…….....

Authorised to sign bids for and on behalf of…….....

WORKS CONTRACT

FOR

RESURFACING OF DRIVEWAY ROAD AT THE SADC REGIONAL PEACEKEEPING TRAINNING CENTRE

CONTRACT NUMBER: SADC/RPTC/ROAD/01

BETWEEN

SADC SECRETARIAT
("THE CONTRACTING AUTHORITY")

AND

("THE CONTRACTOR")

Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made this the ____ day of the month of _____2019 between, on the one hand, **SADC Secretariat** (hereinafter called the “Contracting Authority”) and, on the other hand,_____(hereinafter called the “Contractor”).

WHEREAS

(a) the Contracting Authority wishes to have the Contractor engaged for building and construction works hereinafter referred to;

and

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

NOW THEREFORE the parties hereby agree as follows:

1.1 The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;
(b) The Special Conditions of Contract;
(c) The following Appendices:

Appendix A:	Bills of Quantities
Appendix B:	Drawings
Appendix C:	Specifications

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

(a) the Contractor shall carry out the works in accordance with the provisions of the Contract; and
(b) the Contracting Authority shall make payments to the Contractor in accordance with the provisions set out in Special Conditions of the Contract.

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

For and on behalf of ***SADC Secretariat***

_____
Name:

Title: Executive Secretary
Date:
Place:

For and on behalf of_____

_____
Name:

Title:

Date:

Place:

General Conditions of Contract

1. General Provisions

1.1 Definitions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Contracting Authority's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.

(b) "Contracting Authority" means legal entity named in the SC who procures the Services described in Appendix A hereto from the Contractor.

(c) "Contractor" means any private or public entity named in the SC engaged for building and construction worksi by the Contracting Authority under the Contract.

(d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) "Day" means calendar day.

(f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(h) "GC" means these General Conditions of Contract.

(k) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.

(l) "Party" means the Contracting Authority or the Contractor, as the case may be, and "Parties" means both of them.

(m) "Personnel" means professionals, tradesmen and support staff provided by the Contractor 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 Contractor's remuneration.

(o) "Special Conditions of Contract" or "SC" means the Conditions of the Contract that are peculiar to the Contract between the Contracting Authority by which the GC may be amended or supplemented.

(p) "Services" means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix A hereto.

(q) "Sub-Contractors" means any person or entity whom/which the Contractor subcontracts for any part of the Services.

(r) "Third Party" means any person or entity other than the Contracting Authority, the Contractor or a Sub-Contractor.

(s) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Contracting Authority and the Contractor. The Contractor, subject to this Contract, has complete charge of his/her 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 authorised representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SC.**

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

1.7 Location

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

1.8 Authority of Member in Charge

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

1.9 Authorized Representatives

1.9.1. 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 Contractor may be taken or executed by the officials **specified in the SC.**

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

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

1.9.4. The Contractor's authorised representative shall be called Contractor's Site Representative and he/she may exercise the authority attributable to him/her **as specified in the SC.**

1.9.5. Either Party shall promptly inform the other of any change of their authorised representative or of any change to the authority attributed to their authorised representative.

1.10 Taxes and Duties

The Contractor, its Sub-Contractors and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law **as specified in the SC**.

1.11 Fraud and Corruption

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

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

1.11.1 Definitions

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

(i) "corrupt practice"[1] 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"[2] 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"[3] 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"[4] 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 that party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SADC Secretariat investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or

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1 "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.

2 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.

3 "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

4 A "party" refers to a participant in the selection process or contract execution.

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

(bb) acts intended to materially impede the exercise of the SADC Secretariat's inspection and audit rights provided for under Clause 3.6.

1.11.2 Commissions and Fees

The Contracting Authority will require the successful Contractor 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") **specified in the SC**.
2.2	**Termination of Contract for Failure to Become Effective**	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as **specified in the SC**, either Party may, by not less than fourteen (14) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3	**Commencement of Services**	The Contractor shall begin carrying out the Services not later than the number of days after the Effective Date **specified in the SC**.
2.4	**Expiration of Contract**	Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SC**.
2.5	**Entire Agreement**	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modifications, or Variations

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 works, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.6.2. Substantial modifications to the contract, including modifications of the General or Special Conditions of the contract, changes in the scope or the duration of the contract, to the total contract amount and replacement of Key Experts, must be made by means of an addendum. If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least 15 days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.

2.6.3. However, where the amendment does not affect the basic purpose of the contract and, for a time based contract, the financial impact is limited to a transfer within the remuneration or between the remuneration and the provision for reimbursable expenses involving a variation of less than 15% of the original amount (or as modified by addendum) for the categories of expense where the money was taken from, the Task Manager shall have the power to order any variation to any part of the services necessary for the proper implementation of the tasks, without changing the object or scope of the contract. Such variations may include additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timing of performance of the services, changes in contact details and reporting requirements.

2.6.4. Prior to any administrative order for variation, the Task Manager shall notify the Contractor of the nature and form of such variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Task Manager a written proposal containing:

(a) a description of the works to be performed or the measures to be taken and a programme for implementation of the tasks; and

(b) any necessary modifications to the programme of implementation of the tasks or to any of the Contractor's obligations under the contract; and

(c) for a time based contract, any adjustment to the contract value in accordance with the following principles:

(i) where the task is of similar character and executed under similar conditions to an item priced in the budget breakdown, the equivalent numbers of working days shall be valued at the fee rates contained therein;

(ii) where the task is not of a similar character or is not executed under similar conditions, the fee rates in the contract shall be applied to the estimated numbers of working days so far as is reasonable, failing which, a fair estimation shall be made by the Task Manager;

(3) where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.

2.6.5. Following the receipt of the Contractor's proposal, the Task Manager shall decide as soon as possible whether or not the variation shall be carried out. If the Task Manager decides that the variation shall be carried out he/she shall issue the variation order stating that the variation shall be carried out under the conditions given in the Contractor's proposal or as modified by the Task Manager in accordance with or pursuant to Clause GC 2.6.4.

2.6.6. On receipt of the variation order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by these General Conditions in so doing as if such variation were stated in the contract.

2.6.7. No amendment shall be made retroactively except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.

2.6.8. Any change to the contract which has not been made in the form of an variation order or an addendum or in accordance with this Clause shall be considered null and void.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Contracting Authority agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.8 Suspension

The Contracting Authority may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the works, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Contractor of such notice of suspension.

2.9 Termination

2.9.1 *By the* Contracting Authority

The Contracting Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Contracting Authority shall give a not less than fifteen (15) days' written notice of termination to the Contractor, and fifteen (15) days' also in case of the event referred to in (g).

(a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 above herein, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Contracting Authority may have subsequently approved in writing.

(b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Contractor, in the judgment of the Contracting Authority, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Contractor submits to the Contracting Authority a false statement which has a material effect on the rights, obligations or interests of the Contracting Authority.

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

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

2.9.2 By the Contractor

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

(a) If the Contracting Authority fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) days after receiving written notice from the Contractor that such payment is overdue.

(b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the works for a period of not less than fifteen (15) 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 fifteen (15) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Contracting Authority, the Contractor shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Contracting Authority shall make the following payments to the Contractor:

(a) remuneration pursuant to Clause GC 6 hereof for works satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of travel of the Personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within fourteen (14) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Contractor

3.1 General

3.1.1 ***Standard of Performance***

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

3.1.2 Law Governing Services

The Contractor shall carry out the works 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 Contractor and Sub-Contractor, comply with the Applicable Law. The Contracting Authority shall notify the Contractor in writing of relevant local customs, and the Contractor shall, after such notification, respect such customs.

3.2 Conflict of Interests

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

3.2.1 ***Contractor Not to Benefit from Commissions, Discounts, etc.***

(a) The payment of the Contractor pursuant to Clause GC 6 hereof shall constitute the Contractor's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Contractor, as part of the works, has the responsibility of advising the Contracting Authority on the procurement of goods, works or services, the Contractor shall comply with the SADC Secretariat's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Contracting Authority. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Contracting Authority.

3.2.2 ***Contractor and Affiliates Not to Engage in Certain Activities***

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractor and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Contractor's Services for the preparation or implementation of the project.

3.2.3 ***Prohibition of Conflicting Activities***

The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Contracting Authority, the Contractor and their Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of carrying out the works, nor shall the Contractor and their Personnel make public the recommendations formulated in the

		course of, or as a result of, the provision of the Services and carrying out the works
3.4	**Liability of the Contractor**	Subject to additional provisions, if any, set forth in the SC, the Contractors' liability under this Contract shall be provided by the Applicable Law.
3.5	**Insurance to be Taken out by the Contractor**	The Contractor (i) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Contracting Authority, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Contracting Authority's request, shall provide evidence to the Contracting Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
3.6	**Accounting, Inspection and Auditing**	The Contractor shall permit the SADC Secretariat and/or persons appointed by the SADC Secretariat to inspect its accounts and records as well as those of its Sub-Contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the SADC Secretariat if required by the SADC Secretariat. The Contractor's attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the SADC Secretariat's inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Contractor Guidelines).

3.7 Contractor's Actions Requiring Contracting Authority's Prior Approval

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

(a) Any change or addition to the Personnel listed in Appendix B.

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

(c) Any other action that may be specified **in the SC.**

3.8 Reporting Obligations

The Contractor shall submit to the Contracting Authority the reports and documents specified in Appendix A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.9 Documents Prepared by the Contractor to be the Property of the Contracting Authority

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Contractor for the Contracting Authority under this Contract shall become and remain the property of the Contracting Authority, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Contracting Authority, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Contracting Authority. If license agreements are necessary or appropriate between the Contractor and third parties for purposes of development of any such computer programs, the Contractor shall obtain the Contracting Authority's prior written approval to such agreements, and the Contracting Authority shall be entitled, at its discretion, to require recovery of its expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, **shall be specified in the SC.**

3.10 Equipment, Vehicles and Materials Furnished by the Contracting Authority

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

3.11 Equipment and Materials Provided by the Contractors

Equipment or materials brought into the Contracting Authority's country by the Contractor and the Personnel and used either for the Project or personal use shall remain the property of the Contractor or the Personnel concerned, as applicable, on the condition that it is not bought with funds provided by the Contracting Authority (see 3.10 above).

4. Contractors' Personnel and Sub-Contractors

4.1 General

The Contractor shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the Services.

4.2 Description of Personnel

(a) The title, agreed job description, minimum qualification and estimated period of engagement for carrying out the Services by each of the Contractor's Key Personnel are described in Appendix B. If any of the Key Personnel has already been approved by the Contracting Authority, his/her name is listed as well.

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

(c) If additional work is required beyond the scope of the works specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Contracting Authority and the Contractor. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel

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

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel are set forth in Appendix A hereto. To account for travel time, Foreign Personnel carrying out Services inside the Contracting Authority's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the country (ies) as is specified in Appendix A hereto.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix A hereto, and except as specified in such Appendix, the Contractor's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix A. Any taking of leave by Personnel shall be subject to the prior approval by the Contractor who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or

(a) Except as the Contracting Authority may otherwise agree, no changes shall be made in the Personnel. If, for any reason

Replacement of Personnel

beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Contracting Authority: (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Contracting Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Contracting Authority.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditure the Contractors may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Contracting Authority. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Contracting Authority may otherwise agree:, (i) the Contractor shall bear all additional travel and other costs arising out of or 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.

4.6 Resident Project Director

If required by the SC, the Contractor shall ensure that at all times during the Contractor's performance of the Services in the Contracting Authority's country a resident Project Manager, acceptable to the Contracting Authority, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CONTRACTING AUTHORITY

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Contracting Authority shall use its best efforts to ensure that the Contracting Authority shall:

(a) Provide the Contractor, Sub-Contractors and Personnel with work permits and such other documents as shall be necessary to enable the Contractor, Sub-Contractors or Personnel to perform the Services.

(b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Contracting Authority's country.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.

(d) Issue to officials, agents and representatives of the Contracting Authority all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Exempt the Contractor and the Personnel and any Sub-Contractors employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

(f) Grant to the Contractor, any Sub-Contractors and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Contracting Authority's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

(g) Provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be **specified in the SC**.

5.3 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Contracting Authority

(a) The Contracting Authority shall make available to the Contractor and the Personnel, for the purposes of the works and free of any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.

(b) In case that such services, facilities and property shall not be made available to the Contractor as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

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

5.5 Counterpart Personnel

(a) The Contracting Authority shall make available to the Contractor free of charge such professional and support counterpart personnel, to be nominated by the Contracting Authority with the Contractor's advice, if specified in Appendix A.

(b) If counterpart personnel are not provided by the Contracting Authority to the Contractor as and when specified in Appendix A, the Contracting Authority and the Contractor shall agree on (i) how the affected part of the works shall be carried out, and (ii) the additional payments, if any, to be made by the Contracting Authority to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereof.

(c) Professional and support counterpart personnel, excluding Contracting Authority's liaison personnel, shall work under the exclusive direction of the Contractor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Contractor that is consistent with the position occupied by such member, the Contractor may request the replacement of such member, and the Contracting Authority shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONTRACTOR

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in US Dollars is set forth in Appendix C.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceiling **specified in the SC.**

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3 or 5.5 hereof, the Parties shall agree that additional payments shall be made to the Contractor in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenses

Option 1: Lump Sum Contracts (delete as appropriate)

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Contracting Authority shall pay to the Contractor, in fix instalments, (i) the remuneration as set forth in SC hereunder, and (ii) the reimbursable expenses as set forth in Clause SC hereunder, based on the following Schedule stated in SC.

(b) Unless otherwise specified in the SC, the remuneration shall be fixed for the duration of the Contract.

Option 2: Time Based Contracts

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Contracting Authority shall pay to the Contractor (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise **specified in the SC**, said remuneration shall be fixed for the duration of the Contract.

(b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and **Clause SC 2.3** (or such other date as the Parties shall agree in writing), at the rates referred to in Appendix C to this Contract, and subject to price adjustment, if any, **specified in SC.**

(c) Reimbursable expenses actually and reasonably incurred by the Contractor in the performance of the Services and identified in Appendix C of this Contract, shall not exceed the ceiling **specified in SC.**

(d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Contractor shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix B, and (iii) the Contractor's fee.

(e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Contracting Authority, once the applicable salaries and allowances are known.

(f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Contractor's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.3 Currency of Payment

All payments shall be made in US Dollars.

6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

Option 1: ***Lump Sum Contracts***

(a) All payments under this Contract shall be made to the accounts of the Contractor specified in the SC.

(b) Within the number of days after the Effective Date specified in the SC, the Contracting Authority shall cause to be paid to the Contractor advance payments as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Contractor to the Contracting Authority of an advance payment guarantee acceptable to the Contracting Authority in an amount (or amounts) and in a currency specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix D hereto, or in such other form as the Contracting Authority shall have approved in writing. The advance payments will be set off by the Contracting Authority in equal instalments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

(c) The payments shall be done within thirty (30) days upon receipt of the original invoice accompanied by the supporting documents to demonstrate the acceptance by the Contracting Authority of the Contractor's deliverable which the payment is tied to.

Option 2: ***Time Based Contracts***

(a) All payments under this Contract shall be made to the accounts of the Contractor **specified in the SC.**

(b) Within the number of days after the Effective Date specified in the SC, the Contracting Authority shall cause to be paid to the Contractor advance payments as **specified in the SC.** When the SC indicate advance payment, this will be due after provision by the Contractor to the Contracting Authority of an advance payment guarantee acceptable to the Contracting Authority in an amount (or amounts) and in a currency **specified in the SC.** Such guarantee (i) to remain effective until the advance payment

has been fully set off, and (ii) to be in the form set forth in Appendix D hereto, or in such other form as the Contracting Authority shall have approved in writing. The advance payments will be set off by the Contracting Authority in equal installments against the statements for the number of months of the Services **specified in the SC** until said advance payments have been fully set off.

(c) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals **otherwise indicated in the SC,** the Contractor shall submit to the Contracting Authority, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

(d) The Contracting Authority shall pay the Contractor's statements within sixty (60) days after the receipt by the Contracting Authority of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Contractor, the Contracting Authority may add or subtract the difference from any subsequent payments. Interest at the annual rate **specified in the SC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Contractor and approved as satisfactory by the Contracting Authority. The Services shall be deemed completed and finally accepted by the Contracting Authority and the final report and final statement shall be deemed approved by the Contracting Authority as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Contracting Authority unless the Contracting Authority, within such ninety (90) day period, gives written notice to the Contractor specifying in detail deficiencies in the Services, the final report or final statement. The Contractor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Contracting Authority has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Contractor to the Contracting Authority within thirty (30) days after receipt by the Contractor of notice thereof. Any such claim by the Contracting Authority for reimbursement must be made within twelve (12) calendar months after receipt by the Contracting Authority of a final report and a final statement approved by the Contracting Authority in accordance with the above.

(f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D , may be charged to the respective contingencies

only if such expenditures were approved by the Contracting Authority prior to being incurred.

(g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Contractor of any obligations hereunder.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions **specified in the SC**.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contracting Authority's country is **Bostwana.**
1.1 (b)	The Contracting Authority is: **The SADC Secretariat**
1.1 (c)	The Contractor is the following companies, represented by_____
1.6	**The addresses are:**

	Contracting Authority The SADC Secretariat Western Commercial Road (near Lobatse and Siboni Roads) CBD Plot 54385 City: Gaborone Country: Botswana Attention: Tel: Fax: **Contractor** Attention: Tel: Fax:
1.9.1	The Authorised Representatives are: **For the Contracting Authority:** The Task Manager is: Tel/Fax : +267 3972 848/ 318 1070 **For the Contractor:** The Project Director is _____
1.9.2	The Contracting Authority delegates to the Task Manager the following authority under this Contract: *The Task manager shall be the first point of contact for operational implementation and shall oversee operational implementation on a day to day basis. The Task Manager will approve reports submitted by the Contractor, chair progress meetings, approve invoices, provide technical guidance where necessary.*
1.9.4	The Project Director is:_____
1.10	All taxes payable by the Contractor under the under the Applicable Law shall be paid by the Contractor and where necessary taxes shall be withheld by the Contracting Authority.
2.1	The Contract becomes effective on the date both Parties have signed the Contract.
2.2	The time period shall be 14 working days
2.3	The time period shall be 7 working days and will be effective from the date of last signature
2.4	The time period shall be _____ months
3.1.2	The applicable laws shall be the Laws of the Republic of Botswana
3.4	Additional sub- clause is added to Clause 3.4 and reads

	"The Contractor agrees to indemnify and hold harmless the Contracting Authority, its officers, employees and agents against all claims, suits and losses including reasonable attorney fees that may arise from the infringement of any other related intellectual right by the Contractor, personal injury (including death) or damaged property to the extent caused or alleged by a claimant to have been caused in connection with the performance of the Services under this Contract. The obligations set out in this clause shall survive the completion, expiration or termination of this Contract."
3.5	The Contractor shall take cover for Professional Indemnity Insurance as specified in Appendix A.
3.9	The Contractor shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the SADC Secretariat.
5.1	**5.1 Clause 5.1** is deleted and replaced to read as follows " **Unless otherwise specified in the SC**, it shall be the responsibility of the Contractor to acquire work and residence permits for all of its members who are not Batswana. This shall be at the Contractor's cost"
6.1 (a) and (b)	The contract ceiling: **US$**
	Fee rates are fixed for the duration of the Contract.
6.1(c)	Delete any reference to Clauses 5.4 and 5.6.
6.2 Option 1	
6.2 Option 1	**6.2 (a) (ii) This is a Lump Sum Contract**
6.2 Option 1	**6.2 (b) This is a Lump Sum Contract** There are no price adjustments; the rates are fixed for the duration of the contract.
6.2. Option 2	The clause in the General Conditions is deleted and replaced by: No applicable. This is a Global Price contract.
6.4 Option 1 (a)	Payment shall be made in accordance with SC 6.2 (a) (i) (Option1 above) to the accounts of the members of the consortium of the Contractor as will be pointed out by the Contractor.
6.4 Option 1 (b)	There is no advance payment.
6.4 Option 2)	The article in the General Conditions is deleted and replaced by: No applicable. This is a Global Price contract.
8.2	a) The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. b) In the event that, through negotiation, the parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of the contract, the parties shall settle the dispute by arbitration.

	c) The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within 15 days of receipt of the request for arbitration either party has not appointed an arbitrator, or if within 7 days of the appointment of the two arbitrators the third arbitrator has not been appointed, either party may request an appointing authority agreed by the parties to appoint an arbitrator. d) If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within sixty days of the receipt of a party's request therefor, either party may request the Chairman of the Botswana Institute of Arbitrators to designate an appointing authority. e) The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible. f) The procedure of arbitration shall be fixed by the arbitral tribunal which shall have full power to settle all questions of procedure in any case of disagreement with respect thereto. g) The decisions of the arbitral tribunal shall be final and binding upon the parties. h) The arbitration shall take place in Botswana and the substantive law of Botswana shall apply.

IV. Appendices

APPENDIX A – BILLS OF QUANTITIES

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

APPENDIX B – DRAWINGS

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

APPENDIX C – SPECIFICATIONS

SECTION 3: CONTRACT DATA

CONTRACT AGREEMENT

This Agreement made on the ……. day of ……..……20……..

Between

SADC Secretariat of Private Bag 0095, Gaborone, Botswana
Hereinafter called ("the Employer") of the one part, and

Hereinafter called ("the Contractor") of the other part.

Whereas the Employer desires that the Works known as

Proposed SADC Standby Force Regional Logistics Depot at Rasesa, Botswana, to attain initial operating capability

should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:

   (a) The Form of Offer and Acceptance,

   (b) Tender acceptance letter,

   (c) The SADC Works Contract

   (d) The Standard Specification of Materials and Workmanship for Building Contracts April 1989,

   (e) Contract drawings as listed under Volume 2 of the tender documents,

   (f) Returnable tender documents submitted by the Contractor, including the priced Bill of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the sum of

……..

in words) (USD……)
Hereinafter called ("the Contract Price")

at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED BY: ……

For and on behalf of the Employer in the presence of

Witness: ……

Name: ……

Address: ……

Date: ……

SIGNED BY: ……

For and on behalf of the Contractor in the presence of

Witness: ……

Name: ……

Address: ……

Date: ……

PRO FORMA PERFORMANCE BOND

CONTRACT NO. _____

CONTRACT DESCRIPTION _____

ESTIMATED PERIOD OF CONTRACT _____

AMOUNT OF GURANTEE _____

NAME OF PRINCIPAL _____

NAME OF CONTRACTOR _____

TO SADC Secretariat

I, the undersigned…….....
in my capacity as
…….....
being duly authorized hereto
by…….....
do hereby irrevocably bind the said
…….....
(thereinafter called the 'the Guarantor') as surety in solidum and co-principal debtor, for the due performance of the contract by the contractor, and for all looses, damages and expenses suffered by the principal as a result of non performance of the contractor by the contractor , provided that the maximum sum claimable under this guarantee shall be USD……. I undertake on behalf of the said Contractor to pay on first demand from all defences, upon receipt of a certificate from the Commissioner General, Botswana Unified Revenue Service that such amounts is payable by the contractor to the Principal.

This surety ship is entered into under renunciation of the legal exceptions and benefits ORDINIS SEU EXCUSSIONS SEU DIVISIONIS, with the full meaning and effect of which I acknowledge myself to be familiar.

The expiry date for this Performance Bond shall be thirty days after the issue of the Performance Certificate in terms of the Contract.

SIGNED AT……ON THE……DAY OF ……..20…….

……
AUTHORISED SIGNATORY
COMPANY SEAL OR STAMP.

As Witnesses
(1)……..

(2)……

PRICING INSTRUCTIONS

PRICES AND NET MEASUREMENTS:

Prices throughout the Bill of Quantities shall include for all obligations arising out of this Contract and, unless otherwise specified, shall include for making, conveying, delivering, unloading, storing, unpacking, hoisting, setting, fitting, fixing in position, cutting, waste, patterns, models and templates, plant, temporary works and return of packing.

Work items in the Bill of Quantities have been measured in accordance with the "Standard System of Measuring Builder's Work 2015, Seventh Edition (Revised)", and all work is measured net, as fixed in position, no allowance having been made for waste. The term, "measured net", shall mean the finished surface, or quantity, that is with all wants deducted, and no allowance for passing, or laps.

PROPRIETARY PRODUCTS:

In all cases where the Contractor takes delivery of, transports, stores, uses, applies and/or fixes any proprietary product, the Contractor shall do so in strict accordance with the manufacturer's instructions, after consultation with the manufacturer's authorized representatives.

GENERALLY:

The following clauses are in amplification of and/or in addition to the relevant clauses and sections contained in the "Standard Specification of Materials and Workmanship for Building Contracts", dated April 1989, as issued by the Department of Building and Engineering Services, Ministry of Works and Transport.

The abovementioned Specification shall apply to all sections of work, except for the Preliminaries and Electrical Installation. The General Specification – Metric Edition, dated April 1975 (Revised 1977), Clauses 1.1 to 1.294 shall apply to Preliminaries, and Clauses 16.1 to 16.689 shall apply to Electrical Installations.

All work, unless otherwise described, shall be in accordance with the requirements of S.A.N.S. 0400.

The rates for raking cutting, splay cutting and other labours performed on materials, shall be deemed to allow for all waste arising from such operations.

PRICING PREAMBLES:

Bidders are required to study and be familiar with the General Preambles for Trades (2017) Edition) published by the Association of South African Quantity Surveyors.

It must be particularly noted that where, in this document, reference is made to products of specific manufacturers, or suppliers, this is as an indication of the type and quality of material, or product, required and shall in no way shall override the Contractor's obligations set out as follows:-

All materials and labour shall be the best of their respective kinds and subject to the approval of the Engineer. The word "best" shall be interpreted to mean that there is no better class of workmanship, or materials, available. So far as may be consistent with price and quality, the Contractor will be expected to make use of materials, supplies and equipment indigenous to, or manufactured in, Botswana, including the use of domestic services, such as Sub-Contractors. No approval, nor acceptance, by the Engineer shall, in any way, relieve the Contractor of the responsibility for the quality of materials and the standard of workmanship, durability and appearance of the finished works.

All materials, fittings, etc., specified under a trade name, proprietary brand, or catalogue reference, shall be deemed to allow for a similar or an equal and approved equivalent and are to be used in strict accordance

with the manufacturer's printed instructions. In the event of the Contractor wishing to use an alternative product, the Contractor shall submit to the Engineer a written request supported by prices of both the named and the alternative product.

ROADWORKS AND PARKING AREAS

All materials and workmanship shall be in accordance with the Botswana Roads Department "Standard Specification for Road and Bridge Works - Volume III" (Refer Section Y of "Standard Specification of Materials and Workmanship for Building Contracts)

SCOPE OF WORK

1. This project will involve the resurfacing with 30mm thick hot mix asphalt (premix asphalt) of the following road sections as detailed in the attached Bills of Quantities.

    a. Resurfacing of a 300 m long x 6.5 m wide straight road
    b. Resurfacing of a 40m long x 40m wide parking lot
    c. Resurfacing of the 70m long x 40 m wide covered parking lot.
    d. Resurfacing of a 30m Long x 7 m wide parking lot at the main entrance .

CONSTRUCTION OF ROOT BARRIERS

Construction of root barriers at the edge of the road to prevent roots from growing into the pavement should be considered in future. These are normally plastic or concrete barriers and excavated to a depth of 700mm below the road shoulder level. They are able to divert the roots downwards so that the pavement is not damaged. **This activity is not part of the scope for this project due to budget constraints.**

Other deliverables:

i.
ii. . **This activity is not part of the scope for this project due to budget constraints**

Other deliverables:

iii. Conduct all the necessary tests and commissioning as per the government specifications
iv. The contractor will be responsible for obtaining all the approvals and certificates from relevant authorities as necessary
v. All work will comply with internationally acceptable standards, statutory and local government requirements.
vi. The design and rehabilitation works shall comply with the applicable statutory regulations to avoid infringing with existing laws, regulations, practices and standards.
vii. The contractor will provide a level of supervision that will ensure that work is carried out according to design, specifications and programme.
viii. The contractor shall attend to all defects during defects liability period.
ix. The contractor may submit the proposals for any other services that he feels may be appropriate for a project of this nature for the client's consideration.

3: PROJECT SPECIFIC CONDITIONS

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

Submission collab link	**Bidders are advised to submit their proposals during working hours for support in case of any technical problems. The technical support team will not be available after working hours**
Compliance to tender	The following shall constitute compliance to tender: • Annex A – Bill of Quantity Form • Annex B – Bidding Form • Annex C – Litigation Status, • Annex D – Power of Attorney • Certificate of incorporation / Company registration certificate • Tax clearance certificate • Compulsory site visit • Directors and shareholders declaration form • Sworn in statement.
Date of Tender advertisement date	**11 November 2026**
Compulsory site visit date and time	**20 November 2026 from 0900 hours to 11 hours , Zimbabwe Time**
Deadline for Requests for Clarifications	**24 November 2026 at 16:30 hours Zimbabwe Time**
Deadline for the responses to the requests for clarifications	**27 November 2026 at 00:00 hours Zimbabwe Time**
Submission Deadline Date and time	**11 December 2026 at 00:00 hours Zimbabwe Time**
Validity of Quotation	One Hundred Eighty (180) days
Duration of Contract	60 days
Currency of Quotation	United States Dollars - USD
Payment Terms	Payment will be done as per the attached Bills of Quantities. Minimum amount of interim certificates will be 10% of the contract sum.
Time within which payment to be made after receipt of contractors' certificate.	Thirty (30) calendar days after submission of undisputed claim for measured and valued work.
Risk Insurance Cover	N/ A
Defects Liability period	Twelve months after Final completion and takeover of project
Amount of retention monies to be released at the end of defects liability period	5% of contract amount
Amount of Ascertained and liquidated damages	0.5% of contract amount for each month delayed
Limit of ascertained and liquidated damages	5% of contract amount
Form of Contract	SADC Standard Contract for Construction Works
Type of Contract	**Fixed Price Contract**

4: INSTRUCTIONS TO TENDERERS

The successful bidder shall be responsible for the following:

i. Quality control, testing and surveying when required throughout the project.

ii. Continuous safety during the construction, Contractor's labourers, inspectors, and any other persons on the site.

iii. The Contractor is responsible to manage his operations in a safe manner and is responsible for maintaining the safety norms as defined by SADC RPTC representatives.

iv. The contractor must produce all test certificates from the manufacturer to SADC of all items involved in this project per specifications. The testing and acceptance criteria for all the materials shall comply as per relevant standards.

v. Continuous coordination with Local Authority and other stakeholders, if necessary to allow for smooth construction of the work as necessary.

vi. The Contractor is responsible for preparing of staging area for construction operations including but not limited to areas for equipment parking, storage, maintenance facilities, and any other necessary areas required by the Contractor. Preparation of the staging area will include construction required to bring necessary utilities to the site, which may include water, electricity as applicable.

vii. The Contractor shall be responsible for his site offices (if any required), men and machinery, tools and tackles etc., at his own risk, cost and any other incidental expenses during the execution of work and till Completion.

viii. The work to be carried out under the supervision of SADC RPTC.

ix. The Bidder shall develop the shop drawings if necessary for the work as per the attached Scope of Work, specification and shall be submitted to SADC for their approval.

x. Arrange all necessary materials, manpower, machinery, equipment, necessary supports like ladder etc., barricading wherever required, tools and tackles required for executing the works at its own cost. Access to the work area will be permitted only with safety gear (Safety shoes, safety helmet are mandatory);

xi. Ensure the correctness and accuracy of the plot coordinates before start up the works.

xii. Complete the Works in a professional manner;

xiii. Be responsible for the timely completion of the Works as per the specifications, time lines and directions of SADC;

xiv. Deploy required number of technically skilled, unskilled, qualified employees, supervisors, managers completing the Works at its own cost and expense, undertake, comply with and perform all its obligations;

xv. Hold or obtain the relevant licenses if any from the governmental authorities;

xvi. Obtain instruction/order before commencement of the Works, if applicable;

xvii. Adhere to all the applicable laws and regulations; and

xviii. Not to do or omit to do any act, deed or thing which may in any manner be violating any applicable law related to execution of the works.

5: GENERAL TERMS AND CONDITIONS

1. The information contained in this Tender Document (TD) document or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of Southern African Development Community (SADC) or any of its employees or advisers, is provided to the Bidders on the terms and conditions set-out in this TOR, and such other terms and conditions subject to which, such information is provided. Quotations are invited from Bidders who possess valid statutory registrations and who are capable of undertaking the said scope of Work.

2. This TD is neither an agreement, nor, an offer by SADC to the prospective Bidders or to any other person. The purpose of this TD is to provide the Bidders with the information, which may be useful to them, in the formulation of their Proposal. This TD includes statements, which reflect various assumptions and assessments arrived at by SADC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TD may not be appropriate for all the persons, and it is not possible for SADC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this TD. The assumptions, assessments, statements and information contained in this TD, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TD, and obtain independent advice from appropriate sources.

3. Information provided in this TD to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given, is not an exhaustive account of statutory requirements, and should not be regarded as a complete or authoritative statement of law. SADC accepts no responsibility for the accuracy, inaccuracy, or otherwise for any interpretation or opinion on the law expressed herein.

4. SADC, its employees and advisers make no representation or warranty, and shall have no liability to any person including any proposer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TD or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TD and any assessment, assumption, statement or information contained therein or deemed to form part of this TOR or arising in any way in this award process.

5. SADC also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this TD. It is the responsibility of the Bidders to make their own assessments in preparing their Proposal.

6. SADC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TD.

7 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its quotation including, but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentation, which may be required by SADC or any other cost incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder, and SADC shall not be liable in any manner whatsoever, for the same, or, for any other costs or, other expense, incurred by any Bidder, in preparation or submission of the quotation, regardless of the conduct or outcome of the selection process.

8. SADC reserves the right to accept or reject any or all quotations; qualify or disqualify any or all Bidders without giving any reason. Further, SADC reserves the right to relax, change, review, revise or/and cancel the eligibility criteria and the TD process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for TD does not give rise to any right in remedy, and is not an offer or invitation to offer.

9. SADC will not entertain any claim for expenses in relation to the preparation of any quotation pursuant hereto.

10. SADC at its absolute discretion, reserves the right, until the closure of the Quotation submission, to modify any proposed terms and conditions set-out in the TD as necessary, including but not limited to cancelling/withdrawing the TD, to meet its objectives and principles as set-out below in this section.

11. SADC reserves the right to accept or reject any or all quotations without assigning any reasons and is not obliged to correspond with the bidders in this regard. Further, SADC reserves the right to change/modify and / or cancel this process at any time without prior notice or without assigning any reasons whatsoever, and this shall be without prejudice to all its right to re-tender at any time in the future and in such case, bidders shall not have any claim arising out of such action.

12. SADC reserves the right to issue amendments to this document by issue of an addendum, at any stage, without liability or any obligation for such invitation and without assigning any reason.

13. Pursuant to the response to this document, it is considered as unconditional acceptance of all the terms and conditions mentioned in this document.

14. All documents and other information submitted along with the quote shall remain or become the property of SADC.

15. The Bidder shall bear all costs associated with the preparation and submission of its quotation.

16. Liability: SADC shall not be liable or held liable for any loss, damage, expenses, costs or liability arising either directly or indirectly, arising out of this TD. Further, SADC shall not be held liable for any damage or loss caused to the bidder due to injury caused to the personnel.

17. Jurisdiction: The courts shall have the exclusive jurisdiction in this regard and the laws of Zimbabwe shall be applicable.

18. Notice Address: Any notice to be made, must be in writing and may be given by facsimile, post or hand to either party to address communicated from time If required, proper barricading as per standards with prior approval of barricading material to be done before the start of work.

19. Necessary permissions & co-ordination with other Stakeholders to be taken prior to start of work.

20. Necessary signage with prior approval over the barricading needs to be placed prior commencement of work.

21. No dust & fumes from the work area shall spread excessively outside the working area.

22. Area surrounding the work area shall be cleared & cleaned after completion of the work on daily basis.

23. All precautions shall be taken to ensure no damage is caused to any property/equipment placed at the work area or surrounding area.

24. Any damage to the property shall be appropriately recovered.

25. Re-Instatement as in case after completion.

26. Ensure there should not be any hindrance to operation movements. Bidder should make alternate arrangements without any extra cost claim.

27. The Bidder is advised to visit and inspect the location and its surroundings, and obtain for itself on its own responsibility and cost, all information that may be necessary or required for preparation of the Proposal. Further, it shall be deemed that, the Bidder is aware of the facts, prior to submission of the proposal.

28. The Bidder shall provide the Rates as shown in the Bill of Quantities. The rates shall include all materials, labour and any other overheads such as : all design of shop drawings, preparation of sample/mockup, fabrication, conveyance and delivery to site, unloading, storing, and all labour in setting, fitting and fixing in position, all cutting and waste, return of packing's, tools and tackles, establishment charges, overhead charges, applicable taxes, and profit. The Unit Rates will be used for the purpose of ascertaining the price of variations and calculating the amounts of interim payments.

29. The Bidder shall provide work flow chart / work schedule / milestones. The Bidder shall designate a manager or a key person having relevant work experience as a single point of contact to interface with SADC on work progresses. The Manager or the key person once assigned shall be required to perform that function until the work is completed or unless SADC offers consent to a change such person.

30. Defect Rectification / Liability period shall be for a period of twelve (12) months from issuance of the Practical Completion Certificate and subsequent handing over of the same to SADC.

31. Full Payment will be done after completion of the works as per the scope outlined in item 2 and Bills of Quantities.

32. Minimum amount of interim certificate of payment shall be 10% of the contract price.

33. If the Bidder fails to complete the scope of Works on or before the Provisional Completion Date, SADC shall levy liquidated damages at 0.5% of the Contract Price for each month of delay; limited to a maximum of 5% of Contract Price.

34. An amount equivalent to 5% (five percent) of the certified gross value of Works done will be deducted and held by SADC as Retention Money. 100% of Retention Money shall be released upon issue of Final Completion Certificate, after the Defects Rectification Period; if the Works are free from Defects and the Contractor has rectified all Defects identified by SADC.

35. The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of the Agency. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.

36. The bidder / contractor shall complete the entire works within the period stated in his proposal at time of submission from the date of issuance of commencement letter.

37. APPEALS
    Bidders believing that they have been harmed by an error or irregularity during the award process may file a complaint. See article 7 of the SADC Guidelines for Procurement and Grants.

6. EVALUATION OF TENDERS

6.1 SADC Tender Evaluation

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

6.2 SADC Tender Evaluation Stages

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

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

6.3 Technical Tender Evaluation Criteria

Table 6.3

Evaluation Area	**Item Description**	**Maximum marks awarded.**
Company profile	Facilities owned by the company	**10**
	Curriculum vitae of company Directors	
Methodology & work plan	Technical content of the methodology on how the contractor will undertake the assignment	**30**
	Specifications and Codes of Practice	
	Project programme & work plan	
Qualification and Experience of proposed key technical staff		
Civil Engineering	Civil Engineer – 1 No A person with a degree in civil engineering from a recognized university and minimum of 10 years' experience in similar projects and registered with the Engineers Registration Board or any other recognized professional body	**20**
Civil Technician	Technician - 1 No Holder of a diploma or certificate in civil engineering with a minimum of 10 years' experience in similar projects	**20**

Firm's Project Reference	Experience of the company in undertaking projects of similar nature. List and elaborate all similar project undertaken.	**10**
Quality Assurance	Elaborate any quality assurance initiatives to be undertaken when executing the project.	**10**

6.4 AWARD CRITERIA

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

1. Acceptance of Tender

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

ANNEXURE A: BILLS OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
1	**CONTRACTORS ESTABLISHMENT ON SITE**				
1.01	Fixed obligations for mobilization and demobilization of site.	Lump Sum			
Total Carried to summary					
2	**RESURFACING OF SADC RPTC DRIVEWAYS**				
2A	**STRAIGHT ROAD: 300 m Long x 6.5 m Wide**				
2.01	Clean the existing road surfacing out of dust and loose particles and then apply a bonding coat of SS60 anionic bitumen emulsion diluted with clean water in the ratio of 1:1 and at a rate of 0.9 liters per square meter. Allow the emulsion to break and cure before resurfacing	Lump Sum			
2.02	Apply 30 mm thick hot mix asphalt road surfacing to the approval of the engineer.	Lump sum			
2.03	Remove the tree roots and level the humps by filling and compacting the underlying excavated road layers to minimum of 95% Mod AASHTO density. Re – Surface the road as indicated in item 2.01 and 2.02 respectively.	Lump sum			
2B	**PARKING LOT: 40 m Long x 40 m wide**				
2.04	Clean the existing road surfacing out of dust and loose particles and then apply a bonding coat of SS60 anionic bitumen emulsion diluted with clean water in the	Lump sum			

	ratio of 1:1 and at a rate of 0.9 liters per square meter. Allow the emulsion to break and cure before resurfacing				
2.05	Apply 30 mm thick hot mix asphalt road surfacing to the approval of the engineer.	Lump sum			
2C	**PARKING LOT: 70 m Long x 40 m wide Covered Parking Lot**				
2.06	Clean the existing road surfacing out of dust and loose particles and then apply a bonding coat of SS60 anionic bitumen emulsion diluted with clean water in the ratio of 1:1 and at a rate of 0.9 liters per square meter. Allow the emulsion to break and cure before resurfacing	Lump sum			
2.07	Apply 30 mm thick hot mix asphalt road surfacing to the approval of the engineer.	Lump sum			
2D	**PARKING LOT: 30 m Long x 7 m wide at the Main Entrance**				
2.08	Clean the existing road surfacing out of dust and loose particles and then apply a bonding coat of SS60 anionic bitumen emulsion diluted with clean water in the ratio of 1:1 and at a rate of 0.9 liters per square meter. Allow the emulsion to break and cure before resurfacing	Lump sum			
2.09	Apply 30 mm thick hot mix asphalt road surfacing to the approval of the engineer.	Lump sum			

SUMMARY

SECTION	DESCRIPTION	AMOUNT (USD)	
1	CONTRACTORS ESTABLISHMENT ON SITE		
2A	STRAIGHT ROAD: 300 m Long x 6.5 m Wide		
2B	PARKING LOT: 40 m Long x 40 m wide		
2C	PARKING LOT: 70 m Long x 40 m wide Covered Parking Lot		
2D	PARKING LOT: 30 m Long x 7 m wide at the Main Entrance		
SUB-TOTAL			
ADD 5 % CONTINGENCIES			
SUB-TOTAL			
ADD 15.5 % VAT			
TOTAL CARRIED TO FORM OF QUOTATION			

Signed with Impression - Chain of Custody

Signature Request			
Signature Request ID:	252f9d1f-2413-422d-b58b-ca47e50a8408	Timestamp:	2026-11-11 17:27:32 GMT
Signee Name:	Diana Sello	Sender Name:	Diana Sello
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED
Original Document			
Document Name:	WORKS BIDDING DOCUMENT FOR RESURFACING OF DRIVEWAY 11 Nov 2026.pdf	Document Size:	877.9 KB
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:	153.67.129.132	Request Timestamp:	2026-11-11 17:24:17 GMT
Signee GPS (if shared):	BW: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/156.0.0.0 Safari/537.36	Terms Accepted Timestamp:	2026-11-11 17:24:24 GMT
Annotations and Modifications			
Signature Count:	12	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	0
Single Initial Count:	0		
Signing Evidence			
Signee Mobile:	+27000000000	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:	20c8feda-5626-49c4-b985-d79402d7beff	Timestamp:	2026-11-11 18:56:17 GMT
Signee Name:	Thomas Chabwera	Sender Name:	Thomas Chabwera
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED
Original Document			
Document Name:	WORKS BIDDING DOCUMENT FOR RESURFACING OF DRIVEWAY 11 Nov 2026.pdf	Document Size:	1.7 MB
Email Evidence			
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Email Sent Timestamp:	Not available in Silent Mode	Email Opened Timestamp:	Not available in Silent Mode
Web Evidence			
Signee IP Address:	41.74.59.206	Request Timestamp:	2026-11-11 18:50:54 GMT
Signee GPS (if shared):	BW: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/155.0.0.0 Safari/537.36 Edg/155.0.0.0	Terms Accepted Timestamp:	2026-11-11 18:52:09 GMT
Annotations and Modifications			
Signature Count:	0	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	0
Single Initial Count:	12		
Signing Evidence			
Signee Mobile:	+27000000000	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	06fe3de5-fab7-4457-a8c3-3d602157768b
Action:	APPROVE	Reason for Action:	Proceed
Chain Of Custody Generation			
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