

STANDARD BIDDING DOCUMENTS FOR PROCUREMENT OF NON-CONSULTING SERVICES



REQUEST FOR BID

Issued on: 11 September 2026

for

**Procurement of Internet and Data
Connectivity Service**

REFERENCE NUMBER: SADC/3/5/1/142.

PROCURING ENTITY: SADC SECRETARIAT

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Invitation To Bid (ITB)

Dear Bidder,

1. The **SADC Secretariat** invites economic operators operating, established and domiciled in the SADC region to submit bids to provide the following Non-Consulting Services ***Provision of Internet & Data Connectivity Services***. More details on the Non-Consulting Services are provided in the attached Requirements.
2. An economic operator will be selected under the ***Open Bidding Procurement Method*** and procedures described in the SADC Procurement Guidelines June 2025
3. The Bidding Documents include the following documents:

PART 1 – Bidding Procedures

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

PART 2 – Supply Requirements

- Section V. Schedule of Requirements

PART 3 – Contract

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

4. The INVITATION TO BID is open to all economic operators operating, established, and domiciled in the SADC region which satisfy the eligibility and qualification requirements stated in the Bidding Documents. The service provider should be established and maintain an operation presence within the SADC region.

Yours sincerely,

Thomas Chabwera
Head Of Procurement
11 September 2026



PART 1 – Bidding Procedures



Section I. Instructions to Bidders

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Section I. Instructions to Bidders

Definitions

Definitions

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



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

A. General

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

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



- (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing material evidence to the investigation or making false statements to investigators in order to materially impede a SADC Secretariat, or a governmental or independent investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the SADC Secretariat or governmental or inspection and audit rights.
- (b) It will take the following measures against the bidder recommended for award who has, directly or through

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

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

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

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

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

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

3. Eligible Bidders

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

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



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

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

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

(a) they are bankrupt;

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Eligible Services and Related Goods

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

B. Contents of Bidding Documents

5. Sections of Bidding Documents

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

PART 1 Bidding Procedures

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



PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

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

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

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

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

6. Clarification of Bidding Documents

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

7. Amendment of Bidding Documents

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

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

- 7.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

C. Preparation of Bids

8. Cost of Bidding

- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

- 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language indicated in the **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the official language of the bidding process, in which case, for purposes of interpretation of the Bid, such translation shall govern. Non-compliant bids shall be excluded from further evaluation.

10. Documents Comprising the Bid

- 10.1 The Bid shall comprise the following:
- (a) Bid Submission Form, Technical Offer Form and the applicable Price Schedules, in accordance with ITB Clauses 11, 13, and 14;
 - (b) Bid Security, in accordance with ITB Clause 20, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;
 - (d) documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 16, that the Non-Consulting Services to be provided by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 17 and 29, that the Non-Consulting Services conform to the Bidding Documents;



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

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

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

12. Alternative Bids

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

13. Bid Prices and Discounts

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

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

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

14. Currencies of Bid

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

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

15. Documents Establishing the Eligibility of the Bidder

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

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

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

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

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

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

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

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

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

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

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

(a) if **required in the BDS**, a Bidder that does not manufacture or produce the Non-Consulting Services it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Non-Consulting Services to supply these Non-Consulting Services in the Procuring Entity's Country;

(a) if **required in the BDS**, in case of a Bidder not doing business within the Procuring Entity's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

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

19. Period of Validity of Bids

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

20. Bid Security

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

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

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

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

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

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

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

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

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

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

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

21. Format and Signing of Bid

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

D. Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal, Substitution, and Modification of Bids

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



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

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

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

26. Bid Opening

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

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

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

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

E. Evaluation and Comparison of Bids

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

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

29. Responsiveness of Bids

- 29.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Non-Consulting Services and related goods specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

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

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

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

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

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

31. Preliminary Examination of Bids

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

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

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

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

32. Examination of Terms and Conditions; Technical Evaluation

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

33. Evaluation of Bids

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

33.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in the Procuring Entity's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Procuring Entity's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

33.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Non-Consulting Services and related goods . The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 33.3 (d).

33.6 If so **specified in the BDS**, the Procuring Entity shall grant a margin of preference in the evaluation of bids offering non consulting Services and Related Goods manufactured in the SADC countries, when compared to bids offering non consulting Services and Related Goods works manufactured elsewhere. The margin of preference shall be calculated as a fifteen percent (15%) discount to the evaluated total price. To qualify for the regional preference, the bids shall offer Goods and Related Services of at least fifty percent (50%) in contract value of SADC origin.

33.7 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

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

F. Award of Contract

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



38. Notification of Award

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

39. Signing of Contract

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



40. Performance Security

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

41. Privacy Notice / Data Protection

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

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



Handwritten signature or mark.

Handwritten signature or mark.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: SADC SECRETARIAT
ITB 1.1	The name and identification number of the Contract is <i>Provision of Internet & Data Connectivity Services: SADC/3/5/1/142.</i> The number of lots for this Contract are: Three Lots Lot 1: Primary and Secondary/Backup Internet Connections Lot 2: Backup Lot 3: SADC Sebele Centre (Disaster Recovery Site)
ITB 1.2	The procurement method is: <i>Open Bid Procurement Method</i> The procurement Guidelines edition is: <i>SADC Procurement Guidelines, June 2025</i>, which can be downloaded from the SADC Secretariat website https://www.sadc.int/opportunities/procurement/sadc-procurement-documentation/
ITB 1.4	Bidders are allowed to bid for one lot or two lots (Lot 1 and Lot 3 or Lot 2 and Lot 3) and will be disqualified for quoting for all 3 Lots or quoting Lot 1 together with Lot 2.
ITB 3.3	A list of shortlisted firms invited to bid is the following: N/A
ITB 3.6	A list of firms debarred from participating in SADC Secretariat financed projects is available at N/A

ITB 4.1	Non-Consulting Services and related goods originating from the following countries are not eligible for SADC Secretariat financed contracts: N/A
	B. Contents of Bidding Documents
ITB 6.1	For <u>Clarification of bid purposes</u> only, the Procuring Entity's address is: Head Procurement Unit SADC Secretariat Private Bag 0095 Gaborone Botswana Tel: +267 395 1863 email: tchabwera@sadc.int, dtimbo@sadc.int, lcunha@sadc.int ekombe@sadc.int, kmotseki@sadc.int The closing date for requests for clarification is 18 September 2026 at 00:00 Midnight Botswana Local hours. The last date for responding to requests for clarification is 28 September 2026 at or before 00:00 Midnight Botswana Local Time
	C. Preparation of Bids
ITB 9.1	The official language of the bidding process is: <i>English Language</i>
ITB 10.1 (i)	The Bidder shall submit the following additional documents in its bid: • <i>Relevant Certificate of Incorporation for a single entity or both partners in case of a joint venture or consortium</i> • <i>Valid and Relevant Trading License for a single entity or both partners in case of a joint venture or consortium</i> • <i>Valid VAT certificate or exemption certificate for a single entity or for both partners in case of a joint venture or consortium where applicable.</i> • <i>Valid, current and certified Tax Clearance Certificate for a single entity or for both partners in the case of a joint venture or consortium</i> • <i>Duly completed sworn statement sworn at commissioner of Oath or Notary (Please refer to page 26)</i>

	• Audited financial Statement for 2023, 2024 and 2025 (or last three years). • successfully completed three(3) contracts of similar in nature, size and complexity in the last 5 years with cumulative total value of USD 100,000.(Provide Certified copies of similar contract or letter of acceptance for similar services from previous clients with traceable contacts details minimum Three and maximum five references) • Signed Joint Venture or Consortium agreement where applicable. • References letters from previous clients (with contact email, address and phone numbers) for similar assignments. • Letter of appointment of power of Attorney (confirming that the lead organization is authorized to act on behalf of all consortium members & or JV partners) • Declaration that all the Directors of the firm/s are citizen of the SADC Region commissioned by a commissioner of oath or Notary (applicable in JV and Consortium) • Attach proof of country of domicile and operation (Attach either tittle deed, proof of lease of agreement, utility bills or proof of physical address) Non- submission of the MANDATORY administrative stated documents will lead to automatic disqualification
ITB 12.1	Alternative Bids shall not be considered.
ITB 13.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.1	The currency is United States Dollars (USD) Where a different Currency is quoted, the bidder shall provide its equivalent amount in United States Dollars (USD) and the applied exchange rate.
ITB 17.3	Period of time the related goods are expected to be functioning (for the purpose of spare parts): N/A
ITB 18.1 (a)	Manufacturer's authorization is: "not required"

ITB 18.1 (b)	After sales service is <i>“required”</i>
ITB 19.1	The bid validity period shall be 120 days.
ITB 20.1	<i>No Bid Security is required</i>
ITB 20.2	The amount of the Bid Security shall be: N/A
ITB 20.2 (b)	The eligible countries are: SADC MEMBER STATE COUNTRIES
ITB 20.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Procuring Entity may declare the Bidder ineligible to be awarded contracts by the SADC Secretariat for a period of three (3) years.
ITB 21.1	If hardcopies are required, in addition to the original of the bid, the number of copies is: N/A
ITB 21.4	For electronic submissions, the bidder shall ensure the bidding forms, sworn statement and/or declaration statement are duly signed and complete.
	D. Submission and Opening of Bids
ITB 22.1	Bidders <i>shall</i> submit their bids electronically.
ITB 22.1 (b)	The electronic bidding submission procedures shall be: Bids in PDF format should be submitted electronically through the following Collab link: https://collab.sadc.int/s/ENH7KicjNw93PHq a) All bids should be signed and initialed on each page. b) All email submissions shall not be considered. c) Late bids will be rejected. d) Bidders are advised to submit their proposals during working hours from 07:30 to 16:30 hours (Monday to Thursday) and from 07:30 to 13:00 hours (Fridays) for support in case of any technical problems. The technical support team will not be available after working hours

	e) Kindly drop your file on the link above as a zipped folder containing all your documents and label it the name of your company. Note that there is no confirmation message for upload, but the files will be uploaded once it shows "Uploaded Files".
ITB 22.2 (c)	The inner and outer envelopes shall bear the following additional identification marks <i>.N/A</i>
ITB 23.1	This is a two-stage tender. For bid submission purposes, the Collab link for submission is: https://collab.sadc.int/s/ENH7KicjNw93PHq The deadline for the submission of bids is: Date: 12 October 2026 Time: <i>At or before midnight Botswana local time</i> • Bidders must submit electronic version of the technical proposal only in PDF Format. Bidders passing the threshold under ITB 33.3(a) below (i.e. technically responsive bids) will be asked to submit the financial proposals, which will be password protected. • Bidders submitting both technical and financial proposals at the same time will automatically be disqualified. • Bidders are advised to submit their proposals during working hours for support in case of any technical problems from 07:30Hours to 16:30 Hours (Monday to Thursday), and 07:30Hours to 13:00 Hours (Friday). The technical support team will not be available after working hours. • Kindly upload your file on the link as a zipped folder containing all your documents and label it with the name of your company. • Bids submitted after the deadline will be rejected.
ITB 26.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: There will be no public opening for technical proposals. Bid opening will be for financial proposal only. The details for the opening will be shared with only bidders who met cut off point of 70 Points as per ITB 33.3(a)
	E. Evaluation and Comparison of Bids

**ITB
33.3(a)**

Evaluation will be done as follows.

Firms/Company shall be selected using Quality-and Cost-Based Selection (QCBS) award criteria.

The minimum technical score required to pass: 70 points. Bids not reaching 70 points shall be considered not compliant. Out of the 70 points thresholds, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x100.

Technical scores will then be multiplied/weighted by 0.8

Note:

(a) As specified in the BDS; and the Bid Price as quoted in accordance with clause 14; The award will be per lot, The bidder can be awarded one Lot or two lots (Lot 1 and Lot 3 or Lot 2 and Lot 3) and will be disqualified for quoting for all 3 Lots or Lot 1 together with Lot 2..

TECHNICAL SCORE (100 points)

The number of points to be given under each of the evaluation criteria are:

Criterion	Score
Understanding of Requirements & Methodology	20
Technical Solution & Network Architecture	30
SLA & Service Support Capability	20
Experience & Past Performance	15
Project Implementation & Transition Plan	15
Total Technical Score	100

1. Understanding of Requirements & Methodology (20%)

Sub-Criteria	20 Points
Clear understanding of ToR and service requirements	10
Comprehensive delivery approach	5
Risk management and mitigation approach	5

2. Technical Solution & Network Architecture (30%)

Sub-Criteria	30 Points
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Capacity and coverage of the proposed connectivity solution across all sites	10
Redundancy and resiliency design	5
Automatic failover capability within 60 seconds, supported by technical evidence	5
Router/CPE specifications and management capability	3
Network security controls and encrypted management protocols	3
Monitoring and reporting tools	2
Scalability and future bandwidth upgrade capability	2

3. SLA & Service Support Capability (20%)

Sub-Criteria	20 Points
Commitment to 99.99% availability SLA	5
NOC availability (24/7/365)	3
Incident response and restoration commitments	3
Escalation procedures and account management	4
Capability to provide monthly service-performance, incident, availability, and SLA reports	5

4. Experience & Past Performance (15%)

Sub-Criteria	15 Points
Similar ISP contracts over the last 5 years	5
Experience delivering comparable services to government entities or regional organizations.	5
Reference checks and client satisfaction	2
Demonstrated in-country support capability in Botswana	3

5. Project Implementation & Transition Plan (15%)

Sub-Criteria	15 Points
Ability to meet the two-week installation requirement	5
Detailed migration plan	5
Public IP continuity plan	5

Financial evaluation: The Evaluation Committee shall proceed with the financial comparisons of the fees (for fee-based contracts) or lumpsum (for global price contracts) between the different financial offers. Both the provisions for reimbursable costs and expenditure verification shall be

excluded from the comparison of the financial bids. The offer with the lowest total fees shall receive 100 points. The others are awarded points by means of the following formula:

Financial score = (lowest total fees /total fees of the tender being considered) x 100.

Also expressed as: -

$Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration

Financial scores will then be multiplied/weighted by 0.2.

The weights given to the technical and Financial Proposals are:

T= _____ **0.8**, and

P= _____ **0.2**



ITB 33.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <i>[insert Yes or No. If yes insert the adjustment factor]</i> No (b) Deviation in payment schedule: <i>[insert Yes or No. If yes insert the adjustment factor]</i> No (c) the cost of major replacement components, mandatory spare parts, and service: <i>[insert Yes or No. If yes insert the Methodology and criteria]</i> No (d) the availability in the Procuring Entity's Country of spare parts and after-sales services for the equipment offered in the bid: <i>[insert Yes or No. If yes insert the Methodology and criteria]</i> No (e) the projected operating and maintenance costs during the life of the equipment <i>[insert Yes or No. If yes insert the Methodology and criteria]</i> No (f) the performance and productivity of the equipment offered; <i>[insert Yes or No. If yes insert the Methodology and criteria]</i> No.
ITB 33.6	The Procuring Entity shall grant Regional Preference for the purpose of the evaluation of this Contract.
ITB 33.7	Bidders shall be allowed to quote separate prices for each lots.
	F. Award of Contract
ITB 37.1	The maximum percentage by which quantities may be increased is: <i>percentage not exceeding 25%.</i> The maximum percentage by which quantities may be decreased is: <i>percentage not exceeding 25%</i>

ITB 38.1	The procedures to be followed to appeal a Procuring Entity decision in the procurement process are described in the Section VIII of the SADC Procurement Guidelines, June 2025
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Section III. Award, Evaluation and Qualification/Selection Criteria

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

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

Contents

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

1. Evaluation Criteria (ITB 33.3 (d))

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

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

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

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

(ii) *The SCC stipulates the payment schedule specified by the Procuring Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 33.3 (d).*

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

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3, is in the List of Non-Consulting Services. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

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

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 33.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 33.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d).

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

- (g) Specific additional criteria

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

3. Selection/Qualification Criteria (ITB 36)

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		
2.1	Experience in implementing similar contracts.	a) Experience as Contractor, in at least 3 contracts within the last 5 years, each with a value of at least <i>USD 100,000</i> that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Scope of the Contract	Must meet the requirement	The leading firm must meet the requirements	Form 2 a)	Requested attachments to Form 2 a)
		b) At least 100 <i>percentage</i> of the Applicant's activity shall be in the following area of specialization on <i>Internet & Data Connectivity Services</i>	Must meet the requirement	All members together must meet the requirement.	Form 2 b)	Requested attachments to Form 2 b)
2.2	Financial Resources	i) Minimum average annual turnover of US\$ 50,000 <i>Fifty Thousand United States Dollars</i> , calculated as total certified payments received for contracts in progress or completed, within the last 3 years, <i>(Three)</i> years.	Must meet the requirement	All members together must meet the requirement. The leader of the JV or Consortia alone must meet at least 80% percentage of the requirement	Form 3	Requested attachments to Form 3
		ii) Access to a dedicated credit line or overdraft facility of US\$50,000 <i>(Fifty Thousand United States Dollars)</i> ,	Must meet the requirement	The leader of the consortia must meet the requirement alone	Form 3	Requested attachments to Form 3
2.3	Personnel Resources:	a) Access to minimum <i>one</i> expert specialized in the Expert 1: dedicated Account Manager	Must meet the requirement	All members together must meet the requirement.	Form 4 a)	Requested attachments to Form 4 a)

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		

Section IV. Bidding Forms

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Bid Submission Form

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

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

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

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

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

To: **Southern Africa Development Community Secretariat**

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

TEMPLATE OF DECLARATION STATEMENT

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

<Date>

To: Southern African Development Community (SADC) Secretariat

CBD Plot 54385

Gaborone, Botswana

Your ref: < Publication reference >

Dear Sir/Madam

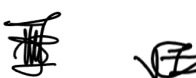
1. In response to your Request for Bids < *Publication reference* >, I, < *Name(s) of legal entity or entities* >, hereby declare that we do not fall into any of the following situations:
 - a) are bankrupt or wound up, are having our affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedure provided for in the national legislation or regulations of the SADC Member States;
 - b) have been convicted of offences concerning our professional conduct by a judgment, which has the force of res judicata; (i.e. against which no appeal is possible);
 - c) have been declared guilty of grave professional misconduct proven by any means which Procuring Entity can justify;
 - d) have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
 - e) are being currently subject to an administrative penalty;
 - f) have been convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations or Country for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - g) are a shell company nor has our company been created specifically for this bid and confirm we are legally registered to operate a business under the Laws of {*insert country of registration*} since {*insert year of registration*};

- h) are involved in corruption: offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;*
 - i) do not comply with our national tax and trading laws.*
- 2. I acknowledge that if any of these declarations are found to be false during evaluation, I will be disqualified and if the declarations are found to be false after award, then any contract(s) between ourselves and the Procuring Entity shall be terminated forthwith and I may be barred from future tendering for the Procuring Entity and liable to possible prosecution.*
- 3. We further declare that where required we will provide necessary supporting documents that will prove compliance with any of the above.*
- 4. We remain,*

Yours sincerely,

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

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



Form 1

Bidder Information Form

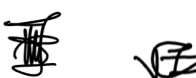
Date: *[insert day, month, year]*

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

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

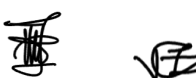
Name *[insert full name of person signing the Bid]*

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



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

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

Handwritten signature and initials in the bottom right corner.

Form 2

Experience in implementing similar contracts.

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

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

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

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

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

Contract No. and title:

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

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




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

Add rows when required.

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

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



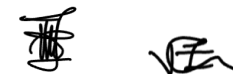
Signed by: *[insert signature(s) of (an) authorized representative(s) of the Bidder]*

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

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

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

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

Two handwritten signatures in black ink, one on the left and one on the right, positioned at the bottom right of the page.

Form 3 Financial Situation

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

Date: *[insert day, month,*

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

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

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

2. Financial documents

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

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

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

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

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

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

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

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

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

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

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



Technical Offer Form

Form

Availability of Personnel – Expertise availability

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

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

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

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

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

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

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

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

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

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



<i>n</i>	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>

Price Schedule Forms

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



Price Schedule Non-Consulting Services

Non-Consulting Services						Date: _____ Contract No: _____ Page N° _____ of _____		
[Insert Currency]								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Non-Consulting Services	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price			Total Price per Line item 36 Months
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>			<i>[insert total price of the line item]</i> 36 Months
							Sub-Total	
							VAT (if applicable)	
							Total Price	

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

Note: The bidder can be awarded one Lot or two Lots (Lot 1 and Lot 3 or Lot 2 and Lot 3) and will be disqualified for quoting for all 3 Lots or Lot 1 together with Lot 2.




Price and Completion Schedule – Related Goods

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




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

Note: The bidder can be awarded one Lot or two Lots (Lot 1 and Lot 3 or Lot 2 and Lot 3) and will be disqualified for quoting for all 3 Lots or Lot 1 together with Lot 2




Manufacturer's Authorization - Not Applicable.

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
Contract No.: *[insert number]*

To: *[insert complete name of Procuring Entity]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 26 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

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



Section V. Eligible Countries

All Business operating, established ,domiciled and have physical presence in the SADC region are eligible .

a) *[indicate where applicable]*



PART 2 – Supply Requirements

Section V. Schedule of Requirements

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1. List of Non-Consulting Services and Delivery Schedule (details are in the TOR)

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

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>/. [insert Service No]</i>	<i>/. refer to the TOR for details</i>	<i>/. [insert quantity of items to be supplied]</i>	<i>/. [insert physical unit for the items]</i>	<i>/. [insert name of the Place]</i>	<i>VI. [insert required Completion Date(s)]</i>

1. If applicable

2: Terms of References

Provision of Internet & Data Connectivity Services SADC Secretariat Offices | Gaborone, Botswana

Contracting Authority	SADC Secretariat
Contractor	[To be completed]
Contract Duration	3 Years
Governing Law	Laws of Botswana
Contract Language	English
Project Location	SADC Secretariat, Plot 54385, CBD, Gaborone, Botswana



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1. BACKGROUND INFORMATION

1.1 Procuring Entity

Southern African Development Community (SADC) Secretariat.

1.2 Background & Current Situation

The SADC Secretariat requires reliable, enterprise-grade internet and data connectivity services across its main headquarters and satellite offices in Gaborone, Botswana. These services are critical to SADC's daily operations, including staff productivity, inter-office communication, and access to regional and international systems.

This document sets out the full Terms of Reference (ToR) governing the engagement of an Internet Service Provider (ISP), including detailed service-level requirements, technical specifications, performance obligations, and legal conditions. This service will be for the primary and secondary internet service provider for the SADC Secretariat and satellite offices in Botswana.

2. OBJECTIVE & EXPECTED RESULTS

2.1 Objectives

The engagement of the ISP must achieve the following:

- Provide uninterrupted, high-performance primary and backup internet connectivity to all SADC offices.
- Implement seamless, automated failover between primary and secondary links to ensure high availability without requiring manual intervention.
- Maintain a minimum network availability of 99.99% per month on all contracted links.
- Provide proactive monitoring, fault management, and timely incident resolution.
- Deliver transparent monthly performance reporting against agreed service-level targets.

2.2 Expected Results / Deliverables

The scope of these Terms of Reference covers all ISP deliverables — specifically connectivity, routing, failover, support, and reporting. All requirements apply uniformly to the ISP and any third-party subcontractors involved in service delivery. The monthly service fee shall include the following, at no additional charge:

- Dedicated router supply, configuration, and ongoing management.
- Wireless/microwave backup link hardware, configuration, and management at each site.
- Automatic failover configuration and testing between primary fibre and wireless/microwave backup.



- 24/7 network monitoring and fault detection.
- Network Operations Centre (NOC) provides access for fault logging and escalation.
- Monthly performance reporting, as specified in Section 7.1.

3. ASSUMPTIONS & RISKS

3.1 Assumptions Underlying the Project

The following assumptions underpin these Terms of Reference;

SADC Secretariat and satellite offices in Botswana remain the current physical locations for the duration of the contract; any relocation or new site would require a contract variation.

- The Contractor has, or can establish within the stated 2-week lead time, fibre and wireless infrastructure reaching all listed sites.
- SADC ICT will provide the Contractor with timely, escorted access to premises for installation, maintenance, and fault response.
- Site power supply and basic environmental conditions are adequate to support the Contractor's Customer Premises Equipment's (CPE) and backup equipment; SADC is responsible for site power unless otherwise agreed.
- Contracted bandwidth levels are based on current usage and are expected to meet SADC's needs for the contract period, with capacity upgrades available on request per Section 6.4.
- The regulatory and licensing environment for ISPs in Botswana remains stable for the duration of the contract.

3.2 Risks

- The following risks have been identified as most likely to affect delivery of this assignment.

Risk Description	Risk Level (Low / Medium / High)	Mitigation Measures
Physical damage to fibre cabling (e.g. third-party excavation) causing loss of primary connectivity.	Medium	Mandatory automatic-failover wireless/microwave backup of equal capacity on every link (Section 6.4); ≤60-second failover target (Section 9.2).
Extended site power outage affecting Contractor-owned CPE or backup equipment.	Medium	Contractor equipment to be maintained in working order ; SADC to provide backup at each site.

Risk Description	Risk Level (Low / Medium / High)	Mitigation Measures
Contractor fails to meet the 2-week installation lead time, delaying service commencement.	Low	Installation lead time and PO-triggered commencement are contractually fixed (Section 5.2); penalties and termination rights apply for persistent underperformance (Section 9.5).
Security compromises via ISP-managed equipment (e.g. unauthorised remote access).	Medium	Contractual security requirements restrict remote-access tools and mandate encrypted management protocols only (Section 6.4).
Sustained SLA underperformance disrupts SADC operations.	Medium	SLA credit schedule, escalation matrix, and quarterly service reviews (Sections 9 and 11) provide financial and governance remedies.
Loss of continuity of public IP addressing during a change of Internet Service Provider, potentially disrupting hosted services and web availability	Medium	The outgoing and incoming Contractors shall coordinate with SADC ICT to ensure continuity of public IP addressing, with the incoming Contractor provisioning replacement addresses and giving at least 5 business days' written notice ahead of cutover to avoid service disruption.

4. SCOPE OF THE WORK

4.1 Assignment Description

The ISP shall be responsible for the full end-to-end delivery of internet and data connectivity services across SADC Secretariat offices. This includes supply, installation, configuration, ongoing management, and technical support of all connectivity services described in this section. To ensure high availability, every primary fibre link must be integrated with a redundant wireless/microwave backup, configured for seamless, automated failover.

Lot 1 – Primary and Secondary/Backup Internet Connections

All links must have a standby wireless backup configured with automatic failover. Monthly charges are in USD, - The monthly service charge and the applicable 14% VAT shall be quoted as separate line items.

#	Service Description	Capacity	Monthly Fee (USD, excl. VAT)	Annual Fee (USD, excl. VAT)
1	Primary Fibre Internet link for SADC Secretariat HQ, with same-capacity standby wireless backup and automatic failover	250 Mbps	[To be completed]	[To be completed]
2	Primary Fibre WAN link between SADC HQ and iTowers Satellite Office, with same-capacity standby wireless backup and automatic failover	20 Mbps	[To be completed]	[To be completed]
3	Primary Fibre WAN link between SADC HQ and Bank of Gaborone Satellite Office, with same-capacity standby wireless backup and automatic failover	20 Mbps	[To be completed]	[To be completed]
4	Primary Fibre WAN link between SADC HQ and Sebele Satellite Office, with same-capacity standby wireless backup and automatic failover	40 Mbps	[To be completed]	[To be completed]
5	Primary Fibre WAN link between SADC HQ and CSC Satellite Office, with same-capacity standby wireless backup and automatic failover	50 Mbps	[To be completed]	[To be completed]
	SUB-TOTAL (excl. VAT)		[To be completed]	[To be completed]
	VAT (14%)		[To be completed]	[To be completed]
	TOTAL (incl. VAT)		[To be completed]	[To be completed]

All prices shall be quoted in United States Dollars (USD). VAT at 14% is exclusive of the fees and shall be indicated separately. All blank cells in the pricing schedule must be completed by the Contractor at the time of submission.

Lot 2 – Backup

#	Service Description	Capacity	Monthly Fee (USD, excl. VAT)	Annual Fee (USD, excl. VAT)
1	Secondary (Backup) Fibre Internet link for SADC Secretariat HQ, with same-	80 Mbps	[To be completed]	[To be completed]

#	Service Description	Capacity	Monthly Fee (USD, excl. VAT)	Annual Fee (USD, excl. VAT)
	capacity standby wireless backup and automatic failover			
2	Secondary (Backup) Fibre WAN link between SADC HQ and iTowers Satellite Office, with same-capacity standby wireless backup and automatic failover	20 Mbps	[To be completed]	[To be completed]
3	Fibre WAN link between SADC HQ and Bank of Gaborone Satellite Office, with same-capacity standby wireless backup and automatic failover	20 Mbps	[To be completed]	[To be completed]
4	Secondary (Backup) Fibre WAN link between SADC HQ and Sebele Satellite Office, with same-capacity standby wireless backup and automatic failover	40 Mbps	[To be completed]	[To be completed]
5	Secondary (Backup) Fibre WAN link between SADC HQ and CSC Satellite Office, with same-capacity standby wireless backup and automatic failover	50 Mbps	[To be completed]	[To be completed]
	SUB-TOTAL (excl. VAT)		[To be completed]	[To be completed]
	VAT (14%)		[To be completed]	[To be completed]
	TOTAL (incl. VAT)		[To be completed]	[To be completed]

All prices shall be quoted in United States Dollars (USD). VAT at 14% is exclusive of the fees and shall be indicated separately. All blank cells in the pricing schedule must be completed by the Contractor at the time of submission.

Lot 3 – SADC Sebele Centre (Disaster Recovery Site)

The Contractor shall provide dedicated fibre internet connectivity to the Sebele Disaster Recovery Site as follows:

#	Service Description	Capacity	Monthly Fee (USD, excl. VAT)	Annual Fee (USD, excl. VAT)
1	Dedicated Fibre Internet link for exclusive use of the Sebele Disaster Recovery (DR) Site	15 Mbps	[To be completed]	[To be completed]
	Dedicated Fibre Internet link for exclusive use of the Climate Service Center (CSC)	15 Mbps	[To be completed]	[To be completed]
	VAT (14%)		[To be completed]	[To be completed]
	TOTAL (incl. 14% VAT)		[To be completed]	[To be completed]

All prices shall be quoted in United States Dollars (USD). VAT at 14% is exclusive of the fees and shall be indicated separately. All blank cells in the pricing schedule must be completed by the Contractor at the time of submission.

Note: Execution of Climate Service Center (CSC) services under Lot 3 shall commence on 01 April 2027.

Once-Off Installation & Configuration Costs

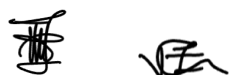
	Once Off fee (USD)	VAT (14%) USD	TOTAL (USD)
Lot 1 – Installation & Configuration (4 sites)	[To be completed]	[To be completed]	[To be completed]
Lot 2 – Installation & Configuration (4 sites)	[To be completed]	[To be completed]	[To be completed]
Lot 3 – Installation & Configuration (1 site)	[To be completed]	[To be completed]	[To be completed]

Note: The bidder can be awarded one Lot or two Lots (Lot 1 and Lot 3 or Lot 2 and Lot 3) and will be disqualified for quoting for all 3 Lots or Lot 1 together with Lot 2.

4.2 Geographical Area to be Covered.

Services shall be delivered across the following SADC Secretariat locations in Gaborone, Botswana:

- SADC Secretariat HQ (Plot 54385, CBD);
- iTowers Satellite Office;
- Bank of Gaborone Satellite Office;



- Sebele Satellite Office;
- Climate Service Center (CSC) Satellite Office; and

4.3 Target Groups

Not applicable. This assignment concerns internal ICT infrastructure for SADC Secretariat offices.

4.4 Project Management

Responsible Body

The SADC Secretariat ICT Unit is responsible for managing this contract.

Reporting Structure

The Contractor must assign a dedicated Account Manager and provide 24/7 Network Operations Centre (NOC) support for the duration of the contract. Full technical support availability, the escalation matrix, and the incident management process are set out in Section 10 (Technical Support & Escalation).

5. LOGISTICS AND TIMING

5.1 Location

SADC Secretariat, Plot 54385, CBD, Gaborone, Botswana, and the satellite offices listed in Section 4.2.

Contracting Authority Address	SADC Secretariat, CBD Plot 54385, Room DGP19 (Ground Floor), Gaborone, Botswana.	
SADC Contact Person	[To be completed]	
Phone	+267 395 1863	
Fax	+267 397 2848 / 318 1070	
Email	[To be completed]	
Contractor	[To be completed]	

5.2 Start Date & Period of Implementation

Contract Period	36 months (3 years) from the date of contract signing.
Commencement Requirement	A valid Purchase Order (PO) must be received before work commences.
Installation Lead Time	2 weeks from receiving a valid PO.

Proposal Validity	120 days from the date of submission.
--------------------------	---------------------------------------

6. REQUIREMENTS

6.1 Staff

This is a managed connectivity service contract; it does not involve the placement of individual experts or personnel at SADC Secretariat. The Contractor must, assign a dedicated Account Manager and 24/7 NOC support staff — see Section 10.1 (Support Availability).

6.2 Office Accommodation

Not applicable. No office accommodation is required from SADC for this contract.

6.3 Facilities to be Provided by the Contractor

Not applicable. No administrative, secretarial, translation, or interpretation facilities apply to this service contract.

6.4 Equipment

The following equipment, technology, and security requirements apply to the connectivity services delivered under this contract:

Connectivity Technology

All primary links shall be delivered over fibre-optic infrastructure. Backup links shall be wireless (microwave or equivalent) with a capacity equal to that of the primary link. The Contractor must confirm the technology stack proposed for each site in the technical proposal.

Failover & Redundancy Requirements

- Each service must have an active standby wireless backup link of equal capacity to the primary fibre link.
- Failover from primary to backup must be fully automatic, requiring no manual intervention by SADC staff.
- Failover must occur within 60 seconds of primary link failure detection.
- Fail back to primary must also be automatic once the primary link is restored and stable.
- The Contractor must demonstrate and test failover functionality during the commissioning phase, and the results must be documented.

IP Addressing & Routing

- The Contractor shall provide a minimum of a /28 Public IP block (20 usable IPs) for the SADC HQ connection.
- Static IPs shall be provided for all satellite office WAN links.
- Border Gateway Protocol (BGP)or static routing shall be configured as agreed during the implementation phase.

- All routing changes must be pre-approved by SADC ICT and documented.

Quality of Service (QoS)

- The Contractor must support and maintain QoS configurations to prioritize SADC business-critical traffic, including VoIP, video conferencing, Cloud DR and VPN traffic.
- SADC reserves the right to request QoS policy updates at any time during the contract, which the Contractor must implement within 7 business days.

Security Requirements

- All equipment provided by the Contractor must be configured with industry-standard security settings, including disabling default credentials and unused ports.
- The Contractor shall not install any remote access tools, agents, or backdoors on SADC equipment without explicit written approval from SADC ICT.
- Any remote management of SADC-facing equipment must use encrypted protocols (SSH, HTTPS). Use of Telnet or unencrypted HTTP is strictly prohibited.
- The Contractor must immediately notify SADC of any known or suspected security vulnerabilities affecting equipment or services under this contract.

Equipment Ownership & Maintenance

Router & CPE	Supplied and owned by ISP. Maintained by ISP throughout contract duration.
Cabling (on-site)	ISP is responsible for all cabling up to the demarcation point.
Equipment Replacement	Faulty equipment must be replaced within 24 hours of fault confirmation.
End of Contract	All ISP-owned equipment must be removed within 30 days of contract termination.

6.5 Reimbursable Expenditures

Not applicable. No reimbursable expenditure provision applies to this contract.

6.6 Expenditure Verification

Not applicable. No expenditure verification report is required for this contract.

7. REPORTS

7.1 Reporting Requirements

The ISP shall submit a monthly performance report to the SADC Secretariat by the 5th business day of the following month. Each report must include:

- Overall availability per link (%), with downtime log.
- Average and peak latency, jitter, and packet-loss figures.
- Throughput measurements against contracted capacity.
- Summary of all incidents: priority, time reported, time resolved, root cause, and corrective actions.
- Failover events: cause, duration on backup, failback time.
- Planned maintenance carried out during the period.
- Any Service level Agreement (SLA) credits applied or pending.
- Service improvements or upgrades planned for the next period.

7.2 Payment Schedule

Contract Price Ceiling	As per signed price schedule (USD)
Price Stability	No price adjustments or variation in premium rates permitted during the contract period.
Currency	US Dollars (USD).
VAT	14% (VAT added on invoice).
Billing Cycle / Monthly Billing	Due on the 1st of each month Invoice shall be submitted by the last working of each month
Payment Timeline	Within 30 days of receipt of a valid, approved invoice with supporting documents.
Late Payment Interest	No interest charged on delayed payments.

Invoice Requirements

Each invoice submitted by the Contractor must include:

- Invoice number and date.
- Contract the reference number.
- Detailed breakdown of services rendered per site and per link.
- Monthly fee per link (excl. VAT), VAT amount, and total (incl. VAT).
- Any SLA credits or adjustments applied.
- Bank details for payment (as registered in the contract).

Invoices that do not meet these requirements will be returned, and the 30-day payment clock will be restarted upon receipt of a corrected invoice.

Pricing Notes

- All pricing is in USD
- This proposal is valid for 120 days from the date of submission.
- Pricing is subject to site inspection and technical feasibility assessment prior to contract signing.
- Capacity upgrades can be implemented on request and are subject to separate pricing.
- Errors and Omissions Excluded (E&OE).

7.3 Submission & Approval of Reports

Monthly performance reports must be submitted to the SADC Secretariat ICT Unit by the 5th business day of the following month, in English. Invoices and reports are reviewed and approved by the SADC Contact Person / Account Manager identified in Section 5.1.

8. MONITORING AND EVALUATION

SADC and the ISP shall conduct a formal quarterly service review meeting to assess performance against SLA targets, review incident trends, and agree on any service improvements. Minutes of these meetings shall be maintained by both parties.

Day-to-day monitoring is carried out through the service levels, reporting, and escalation mechanisms set out in Sections 9 and 10 of this document, including the availability targets, performance KPIs, and SLA credit schedule against which the Contractor's performance is measured.

9. SERVICE LEVELS, PERFORMANCE & PENALTIES

9.1 Network Availability

Network availability is the single most critical performance metric under this contract. The Contractor is required to maintain the following minimum availability levels:

Service / Link	Minimum Monthly Availability	Maximum Permitted Downtime / Month	Measurement Window
Primary Fibre Links (all sites)	99.99%	4.2 min	Per calendar month
Backup Wireless/Microwave Links (all sites)	99.99%	4.2 min	Per calendar month
Overall Combined Availability (per link)	99.99%	4.2 min	Per calendar month
SADC HQ Internet (primary + failover)	99.99%	4.2 min	Per calendar month

How availability is calculated:

Availability % = (Total Minutes in Month – Unplanned Downtime Minutes) / Total Minutes in Month) × 100. Planned maintenance windows agreed in advance with SADC ICT do not count as downtime. All other outages count as unplanned downtime.

9.2 Performance KPIs

In addition to availability, the Contractor must meet the following performance targets on all contracted links:

KPI / Metric	Minimum Requirement	Measurement Method
Round-Trip Latency	≤ 30 ms (domestic routes)	Monthly average from Contractor NOC probes
Packet Loss	≤ 0.1% under normal load	Monthly average, measured at CPE level
Jitter	≤ 5 ms	Monthly average on all links
Throughput	≥ 95% of contracted bandwidth	Peak-hour average, 3 measurements/day
Failover Time	≤ 60 seconds to backup link	Tested quarterly; logged in performance report
Failback Time	≤ 120 seconds to primary link	Tested quarterly; logged in performance report
Fault Resolution – P1	≤ 2 hours (service fully down)	From time of SADC notification to restoration
Fault Resolution – P2	≤ 4 hours (degraded service)	From time of SADC notification to resolution
Fault Resolution – P3	≤ 8 business hours (minor issues)	From time of logging to resolution

9.3 Incident Prioritization

Priority 1 (Critical)	Complete loss of connectivity on any SADC link. No failover available. Service fully down.
Priority 2 (High)	Service degraded: throughput below 50% of contracted bandwidth, or failover active for more than 1 hour.
Priority 3 (Medium)	Minor performance degradation not yet impacting operations. Includes intermittent packet loss or latency spikes.

9.4 Planned Maintenance

- All planned maintenance must be scheduled outside of SADC core business hours (Monday–Friday, 07:30–17:30 CAT), unless otherwise agreed in writing with SADC.
- A minimum of 5 business days' written notice must be given to SADC before any planned maintenance that may affect service availability.
- Planned maintenance windows must not exceed 4 hours per event.
- Emergency maintenance may be carried out with shorter notice, but SADC must be notified immediately and an incident report provided within 24 hours.

9.5 Penalties & SLA Credits

Liquidated Damages for Downtime

Where a service falls below the minimum 99.0% monthly availability threshold, the following penalties apply automatically:

Per Day of Service Offline	0.4% of the total contract price per affected link per day.
Maximum Total Penalty	10% of the total contract price (cumulative over the contract period).
Application	Penalties are calculated per link and applied as credits on the next invoice.
Effective Period	Penalties apply from the moment the unplanned downtime exceeds the monthly threshold.

SLA Credit Table

The following credit schedule applies based on the monthly availability achieved:

Monthly Availability Achieved	Downtime Exceeded	SLA Credit (% of Monthly Fee)	Escalation Level
99.99% – 100%	None (within SLA)	0% – No credit due	None
99.0% - 99.98	~ 3 hrs - ~ 7hrs	2% of monthly fee	NOC Duty Manager
98.0% – 98.99%	~7 hrs – ~14 hrs	5% of monthly fee	Account Manager
97.0% – 97.99%	~14 hrs – ~21 hrs	10% of monthly fee	Senior Manager
95.0% – 96.99%	~21 hrs – ~36 hrs	15% of monthly fee	Director level
Below 95.0%	More than ~36 hrs	20% of monthly fee + liquidated damages	Possible termination for cause

Right to Terminate for Persistent Underperformance

SADC reserves the right to terminate this contract for cause if:

- Monthly availability falls below 95.0% for two or more consecutive months on any contracted link, OR
- The Contractor accumulates liquidated damages exceeding 10% of the total contract price.

In such cases, SADC may terminate with 30 days' written notice without financial penalty to SADC and may procure equivalent services from an alternative provider at the Contractor's cost.

10. TECHNICAL SUPPORT & ESCALATION

10.1 Support Availability

NOC & Help Desk Hours	24 hours a day, 7 days a week, 365 days a year.
Contact Method	Dedicated telephone hotline, email, and online ticketing system.
Dedicated Account Manager	A named account manager must be assigned to the SADC Secretariat for the duration of the contract.
Emergency Contact	A direct emergency contact number must be provided for P1 incidents outside business hours.

10.2 Escalation Matrix

Level	Trigger	Escalation Contact	Response Time	Action Required
L1	P1 – Service fully down	NOC Duty Manager	Immediate (on call)	Fault isolation & recovery initiated
L2	P1 unresolved > 1 hour	Senior Network Engineer	Within 30 minutes	Senior engineer engaged on-site if needed
L3	P1 unresolved > 2 hours	Account Manager / Director	Within 1 hour	Executive escalation + written incident report
L4	Repeated P1 incidents	SADC & ISP Joint Review	Within 5 business days	Root-cause analysis + remediation plan

10.3 Incident Management Process

1. SADC reports the fault via the designated helpdesk channel (phone, email, or ticketing portal).
2. ISP NOC acknowledges the fault and assigns a priority level within 15 minutes.
3. ISP NOC conducts remote diagnosis and initiates recovery steps.

4. If remote recovery fails within 30 minutes, on-site dispatch is initiated (for P1/P2).
5. ISP provides SADC with status updates every 30 minutes until the fault is resolved.
6. Upon resolution, ISP provides a written Root Cause Analysis (RCA) report within 24 hours for P1 incidents.

11. LEGAL & CONTRACTUAL CONDITIONS

11.1 Dispute Resolution & Arbitration

Both parties commit to resolving disputes amicably through negotiation. If negotiation fails, arbitration applies under the following process:

- Each party appoints one arbitrator.
- The two arbitrators jointly appoint a third who serves as Chairperson.
- If either party fails to appoint within 15 days, or the Chairperson is not appointed within 7 days, either party may request the Botswana Institute of Arbitrators to appoint.
- The arbitral tribunal's decision is final and binding on both parties.

11.2 Performance Security

No performance bond or performance security deposit is required under this contract.

11.3 Confidentiality

All information exchanged under this contract, including network configurations, IP schemes, architecture diagrams, pricing, and SADC operational data, is strictly confidential. The Contractor may not disclose this information to any third party without prior written consent from SADC. This obligation survives the termination of the contract for 3 years.

11.4 Business Continuity & Disaster Recovery

The Contractor must maintain documented Business Continuity Plans (BCPs) and Disaster Recovery Plans (DRPs) applicable to the services under this contract. These documents must be provided to SADC within 30 days of contract signing and updated annually or upon any material change.

11.5 Force Majeure

Neither party shall be held liable for failure to meet obligations caused by events beyond their reasonable control, including natural disasters, civil unrest, or acts of government. The affected party must notify the others within 48 hours of a force majeure event and provide a recovery plan within 5 business days. Extended force majeure events exceeding 30 days entitled SADC to terminate the contract without penalty.



11.6 Eligibility

Eligibility is open to all economic operators operating in the SADC region, and no restrictions apply to the country of origin for any goods or equipment supplied under this contract.

11.7 Packing, Insurance & Transportation

Not applicable for this service contract. The Contractor is responsible for all logistics related to equipment delivery and installation at no additional cost to SADC.

<i>Item No</i>	<i>Name of or Related Service</i>	<i>Technical Specifications and Standards</i>
<i>[insert item No]</i>	<i>Refer to the TOR</i>	<i>Refer to the TOR</i>

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

_____”]

3. Drawings as per the TOR

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

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

List of Drawings		
Drawing Nr.	Drawing Name	Purpose



4. Inspections and Tests - Not Applicable.

The following inspections and tests shall be performed: *[insert list of inspections and tests]*



PART 3 - Contract

STANDARD CONTRACT FOR NON-CONSULTING SERVICES

CONTRACT FOR

Contract for Procurement of Internet and Data Connectivity Service



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I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of, 2025, between, on the one hand, Southern African Development Community (SADC) Secretariat, with the registered business in: Plot 54385, Central Business District, Private Bag 0095, Gaborone, Botswana (hereinafter called the "Contracting Authority") and, on the other hand, with registered business in (Hereinafter called the "Contractor").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following 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 the Contract.
- (c) The following Appendices:

- Appendix A: Terms of Reference
- Appendix B: Technical Proposal
- Appendix C: Financial Proposal
- Appendix D: Form of Advance Payments Guarantee

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 Contractors shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Contracting Authority shall make payments to the Contractor accordance with the provisions 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**

Dr. Judith Kateera

Deputy Executive Secretary-Corporate Affairs

Place: Gaborone

Date:

For and on behalf of **[Contractor]**

[Authorized Representative]

Place:

Date:

A. _____



II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Contracting Authority’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Contracting Authority” means 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 that will provide the Services to the Contracting Authority under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (h) “GC” means these General Conditions of Contract.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (l) “Party” means the Contracting Authority or the Contractor, as the case may be, and “Parties” means both of them.

- (m) "Personnel" means professionals and support staff provided by the Contractors or by any Sub-Contractors 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) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix A hereto.
- (q) "Sub-Contractors" means any person or entity to whom/which the Contractor subcontracts 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 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.

A. _____



- 1.4 Language** This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5 Headings** The headings shall not limit, alter or affect the meaning of this Contract.
- 1.6 Notices**
- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SC**.
- 1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address **specified in the SC**.
- 1.7 Location** The Services shall be performed at such locations as are specified in Appendix A 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 authorize 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 authorized representative shall be called Task Manager. The Task Manager may exercise the authority attributable to him/her in the **as specified in the SC**.
- 1.9.3. The Task Manager shall have no authority to amend the Contract.

- 1.9.4. The Contractor authorized representative shall be called Project Director and his/her may exercise the authority attributable to him/her in the **as specified in the SC**.
- 1.9.5. The either Party shall promptly inform the other of any change of their authorized representative of any change to the authority attributed to their authorized representative.

1.10 Taxes and Duties The Contractor, 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 their Sub-Contractors has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Contracting Authority may, after giving 14 days notice to the 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"⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- (ii) "fraudulent practice"⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

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

- (iii) “collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- (iv) “coercive practice”⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SADC Secretariat investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the SADC Secretariat’s inspection and audit rights provided for under Clause 3.6.

1.11.2 Commissions and Fees

The Contracting Authority will require the successful Contractors 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”) of the Contracting Authority’s notice to the

⁸ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

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

Contractor instructing the Contractor to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, **listed in the SC** have been met.

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 twenty one (21) 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 Services, 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 30 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 service 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:
 - (1) 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;
 - (2) 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 administrative 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 pursuant to Clause GC 2.6.4.

2.6.6. On receipt of the administrative 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 administrative order or an addendum or in accordance with this Clause shall be considered null and void.

2.7 Force Majeure

2.7.1 Définition

- (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.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party

was unable to perform such action as a result of Force Majeure.

- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Contracting Authority, shall either:
 - (i) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Contracting Authority, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The Contracting Authority may, by written notice of suspension to the 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 Services, 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 thirty (30) days after receipt by the Contractor of such notice of suspension.

2.9 Termination

- (a) **2.9.1**
By the
Contracting
Authority

The Contracting Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Contracting Authority shall give a not less than thirty (30) days' written notice of termination to the Contractors, and sixty (60) days' 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 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Contracting Authority may have subsequently approved in writing.

- (b) If the 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 Services for a period of not less than sixty (60) days.
- (g) If the Contracting Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the 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 forty-five (45) 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 Services for a period of not less than sixty (60) days.
- (c) If the Contracting Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Contracting Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the 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 Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the 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 Services 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 the return travel of the Personnel and their eligible dependents.

**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 forty-five (45) 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 perform the Services 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.

**(b) 3.1.2
Law
Governing
Services**

The Contractor shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Contractors, as well as the Personnel of the Contractor and any Sub-Contractors, 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 Services, has the responsibility of advising the Contracting Authority on the procurement of goods, works or services, the Contractor shall comply with the Bank'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-Contractors 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 the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 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-Contractors 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 recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, **shall be specified in the SC.**

3.10 Equipment, Vehicles and Materials Furnished by the Contracting Authority

Equipment, vehicles and materials made available to the 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.

3.12 Liability for Personal Data Breach

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

3.12.2 The aggregate liability of the Contractor in respect of the indemnity set out in Paragraph 3.12.1 above shall in no event exceed the total Contract Price.

3.12.3 The Contractor shall adhere to data protection requirements as set forth in the SCC.

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 in the carrying out of the Services of 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 Services 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 Services, the Contractor shall submit to the Contracting Authority for review and approval a copy of their Curricula Vitae (CVs). If the Contracting Authority does not object in

writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Contracting Authority.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix B 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 Contracting Authority's country as is specified in Appendix B 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 B 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 B. 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 Replacement of Personnel

- (a) Except as the Contracting Authority may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the 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 expenditures (including expenditures due to the number of eligible dependents) 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 Director, 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**.

5.2 Access to Land

The Contracting Authority warrants that the Contractor shall have, free of charge, unimpeded access to all land in the Contracting Authority's country in respect of which access is required for the performance of the Services. The Contracting Authority will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Contractor and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Contractor or any Sub-Contractors or the Personnel of either of them.

- 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 Services 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.
- 5.6 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 Services 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, 5.4 or 5.6 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: Global Price Contracts

- (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: Fee 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: Global Price 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) 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 deliverable which the payment is tight upon.

Option 2: Fee 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, GOOD FAITH AND NON-WAIVER

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

7.2 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.

7.3 Non waiver

Non waiver means that:

- (a) No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party

- 8.1. granting such waiver, and must specify the right and the extent to which it is being waived.

8. FINANCIAL GUARANTEE (Advance Payment Guarantee)

Unless otherwise provided for in the Special Conditions, the Contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority. This financial guarantee shall remain valid until it is released by the Contracting Authority as appropriate. Where the Contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.

The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Appendix D.

Should the financial guarantee cease to be valid and the Contractor fail to re-validate it, either a deduction equal to the amount of the pre-financing may be made by the Contracting Authority from future payments due to the Contractor under the contract, or the Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract giving 30 days notice.

If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.

For fee-based contracts, the financial guarantee shall be released when the advance is reimbursed according to article 6.4 (option two).

For global price contracts, (i) if the contract is not divided between different outputs that the Contracting Authority can approve independently, or has a duration of less than two years, the advance guarantee shall remain in force until the final payment has been made and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the Contracting Authority can approve independently, the guarantee shall be released when the pre financing is reimbursed in accordance with article 6.4.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute 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.

9.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 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)	Applicable law is the one of Botswana.
1.1 (b)	The Contracting Authority is SADC Secretariat
1.1 (c)	The Contractor is: <i>[Name of Contractor]</i>
1.4	The language is: English.
1.6	The addresses are: Contracting Authority The SADC Secretariat Plot 54385 New CBD Private Bag 0095 City: Gaborone, Country: Botswana Attention: Facsimile: Email: Contractor: <i>[Address and contact details]</i>
1.8	The Member-in-charge authorized to act on behalf of the Joint Venture / Consortium / Association is: <i>[Insert name of the Lead Partner]</i>
1.9.1	The Authorized Representatives are: For the Contracting Authority:

B.



	The Task Manager is 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 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, approve invoices, provide technical guidance on programme` implementation. The Alternate Task Managers shall be the point of contact for operational implementation in the absence of the Task Manager
1.9.4	The Contractor delegates the Project Director the following authority under this Contract: <i>The main contact for all contractual matters</i>
1.10	Taxes and Duties: It is the responsibility of the Contractor to ensure that they familiarize themselves with the relevant tax regulations in their home country and in Botswana. The Contractor, its subcontractors and its personnel shall be liable for all applicable taxes.
2.1	The effective date of the contract is the date of its signing by the second party
2.3	Commencement of services is expected to start within 10 days of the effective date of the contract.
2.4	The duration of the assignment will be minimum of 36 months (3 years)
3.4	Limitation of the Contractors' Liability towards the Contracting Authority (a) Except in case of gross negligence or willful misconduct on

	the part of the Contractors or on the part of any person or firm acting on behalf of the Contractors in carrying out the Services, the Contractors, with respect to damage caused by the Contractors to the Contracting Authority's property, shall not be liable to the Contracting Authority: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds by <i>[insert a multiplier, e.g.: three]</i> times the total value of the Contract. (b) This limitation of liability shall not affect the Contractors' liability, if any, for damage to Third Parties caused by the Contractors or any person or firm acting on behalf of the Contractors in carrying out the Services
3.5	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Contracting Authority's country by the Contractor or its Personnel or any Sub-Contractors or their Personnel, with a minimum coverage of <i>US\$5,000 (Five Thousand United States Dollars)</i> (b) Third Party liability insurance, with a minimum coverage of <i>US\$5,000 (Five Thousand United States Dollars)</i> (c) professional liability insurance, with a minimum coverage of <i>US\$50,000 (Fifty Thousand United States Dollars)</i> (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractors, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractor's property used in the performance of the Services, and (iii) any documents prepared by the Contractor in the performance of the Services.

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.
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3.12.3	3.12.3 Processing of Personal Data 3.12.3.1 For the avoidance of doubt, references to the term Personal Data shall only apply to Personal Data processed in the course of the performance of the obligations imposed on the Contractor pursuant to or under the Contract. 3.12.3.2 The Contractor shall: (a) process Personal Data provided by the Contracting Authority for fulfilling specific obligations and instructions from the Contracting Authority as set out in the Contract; (b) comply with all Applicable Data Protection Law when Processing Personal Data; (c) not utilize Personal Data transferred to it by the Contracting Authority for any other purpose than provided in the Contract; (d) keep the Personal Data confidential and not disclose it to third parties or in any other way use the Personal Data in contravention of the provisions of the Contract; and (e) ensure that any of its personnel, agent, or sub-contractor who may have access to the Personal Data, commit themselves to confidentiality of the Personal Data processed under the Contract unless they are under an appropriate statutory obligation of confidentiality. 3.12.3.3 Data Subject Rights 3.12.3.3.1 The Contractor shall assist the Contracting Authority by implementing appropriate technical and organizational measures for the fulfilment of the Contracting Authority's obligations to respond to requests by Data Subjects in respect of Personal Data. 3.12.3.3.2 The Contractor shall: (c) promptly notify the Contracting Authority if it receives a request from a Data Subject in respect of the Personal Data. (d) ensure that it does not respond to any request except on the documented instructions of the Contracting Authority.
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- (e) promptly notify the Contracting Authority if it receives any communication from any Supervisory or Regulatory Authority in connection with the Personal Data; and
- (f) promptly notify the Contracting Authority if it receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.

3.12.3.3.4 Transfer of Personal Data

3.12.3.3.4.1 The Contractor shall not transfer or authorize the transfer of Personal Data outside the country of the Contracting Authority without prior written authorization of the Contracting Authority.

3.12.3.3.4.2 Subject to clause SC 3.12.3.3.4.1 above, Personal Data may only be transferred to a jurisdiction or international organisation that ensures adequate level of protection. If Personal Data processed under the Contract is transferred outside of the country of the Contracting Authority, the Contractor as Data Processor shall ensure that there are appropriate safeguards to protect the Personal Data.

3.12.3.3.4.3 The Contractor shall ensure the following before transferring Personal Data:

- (a) the party receiving the Personal Data will apply a protection level equivalent to or higher than the measures set out in the Applicable Data Protection Laws.
- (b) the party receiving the Personal Data has appropriate safeguards if the third country does not provide adequate level of protection.
- (c) processing of Personal Data by the party receiving it is restricted to the purpose authorised by the Contracting Authority; and
- (d) the transfer of Personal Data is compatible with the reasonable expectations of the Data Subject.

	3.12.3.3.5 Information Security 3.12.3.3.5.1The Contractor must implement all appropriate technical and organizational measures necessary to ensure a level of security as required under the SADC Protection of Personal Data Policy and Applicable Law. 3.12.3.3.5.2The Contractor undertakes to inform the Contracting Authority of the technical and organizational measures it will implement to protect the Personal Data processed on behalf of the Contracting Authority. 3.12.3.3.5.3The Contractor must inform the Contracting Authority of any changes that could affect the protection of Personal Data before implementing such changes. 3.12.3.3.6 Personal Data Breach 3.12.3.3.6.1The Contractor must immediately notify the Contracting Authority of any security compromise or data breach which involves Personal Data. 3.12.3.3.6.2 The Personal Data breach notification from the Contractor must provide sufficient information to allow the Contracting Authority to meet any obligations or to report or inform the affected Data Subjects. 3.12.3.3.6.3 The notification must provide the following information: (a) a description of the nature of the data breach. (i) a list of Data Subjects affected; and (ii) the security measures implemented or to be implemented to address the data breach. (b) The Contractor shall cooperate with the Contracting Authority and take reasonable steps as directed by the Contracting Authority to assist the investigation, mitigation, and remediation of such Personal Data breach. 3.12.3.3.7 Records
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3.12.3.3.7.1 The Contractor shall maintain complete, accurate and up-to-date written records of all Data Processing carried out under or in connection with the Contract.

3.12.3.3.7.2 The records maintained by the Contractor shall contain the following information:

- (a) the name and contact details of the Contractor's representative or the Data Protection Officer, if any;
- (b) the categories of Data Processing carried out on behalf of the Contracting Authority.
- (c) where applicable, details of any transfers of Personal Data, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred together with details of the appropriate safeguards put in place; and
- (d) a general description of the security measures implemented by the Contractor.

3.12.3.3.8 Sub-Processing

The Contractor shall ensure that any Sub-Contractors processing Personal Data shall do so lawfully and in line with this Clause, where applicable.

3.12.3.3.9 Deletion or Return of Personal Data

3.12.3.3.9.1 Upon the expiration of the Contract, or termination of the Contract pursuant to Clause GC 30, the Contractor shall immediately cease processing Personal Data under its possession or control.

3.12.3.3.9.2 Within 10 (ten) days following the date of expiration or termination of the Contract, the Contractor shall, at the written direction of the Contracting Authority, securely return or delete Personal Data including any copies of it.

3.12.3.3.9.3 The Contractor shall provide the Contracting Authority with written certification that it has fully complied with the provisions of this Clause.

	3.12.3.3.9.4 If the Contractor is required by law to retain the Personal Data, the Contractor shall advise the Contracting Authority accordingly.												
5.1 (a) (b) (c) (e) (f)	GCC 5.1(a) (b) (c) (e) (f) is replaced by “The Contracting Authority shall use its best efforts to assist the Contractor to obtain, where necessary, from the responsible Government Authority in Contracting Authority’s country the required permits or approvals.												
6.1(b)	The Contract ceiling N/A												
6.2	Global Price Contract Payment schedule-payments shall be made as follows: Invoice Requirements Each invoice submitted by the Contractor must include: • Invoice number and date. • Contract the reference number. • Detailed breakdown of services rendered per site and per link. • Monthly fee per link (excl. VAT), VAT amount, and total (incl. VAT). • Any SLA credits or adjustments applied. • Bank details for payment (as registered in the contract).												
6.2 (a) (ii)	The contract ceiling amount does not include reimbursable expenses.												
6.4(a)	Payment shall be made to the account of the Contractor: xxxxxxxxxx The account is: <table border="1"> <tr> <td>Account Name</td><td></td></tr> <tr> <td>Bank Name</td><td></td></tr> <tr> <td>Branch Name</td><td></td></tr> <tr> <td>Bank Branch code</td><td></td></tr> <tr> <td>SWIFT Code</td><td></td></tr> <tr> <td>Account Number</td><td></td></tr> </table>	Account Name		Bank Name		Branch Name		Bank Branch code		SWIFT Code		Account Number	
Account Name													
Bank Name													
Branch Name													
Bank Branch code													
SWIFT Code													
Account Number													

	<table border="1"> <tr> <td>Currency</td><td></td></tr> </table>	Currency	
Currency			
6.4 (b)	Advance payment shall not be applicable in this contract.		
9.2	Disputes shall be settled by negotiation and arbitration in accordance. with the following provisions: In the case of a dispute between the Contracting Authority and a Contractor, the dispute shall be referred to arbitration in accordance with the laws of the Contracting Authority's country. a) The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. b) In the event that, through negotiation, the parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of the contract, the parties shall settle the dispute by arbitration. c) The dispute shall be determined by a single arbitrator to be appointed by the Chairperson of the Botswana Law Society upon request by either Party. d) The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto. e) The decisions of the arbitrator shall be final and binding upon the parties. f) Nothing in or relating to this Contract will be deemed as a waiver, express or implied, of any of the privileges and immunities of SADC. Nothing in this Clause shall affect the privileges and immunities of SADC as an organization.		

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

***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 – TECHNICAL PROPOSAL FROM [NAME OF BIDDER]

***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 – FINANCIAL PROPOSAL FROM [NAME OF BIDDER]

III Special Conditions of Contract

B.





Signed with Impression - Chain of Custody



Signature Request

Signature Request ID:	212ed6d2-74a7-42dc-80e6-fe6b2c183933	Timestamp:	2026-09-11 13:24:35 GMT
Signee Name:	Veronica Zulu. Chingalawa	Sender Name:	Veronica Zulu. Chingalawa
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

Original Document

Document Name:	Standard Bidding Document Non Consulting Services data connectivitye 002.docx	Document Size:	1.3 MB
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Email Evidence

Signee Email:	vchingalawa@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:	102.165.132.51	Request Timestamp:	2026-09-11 13:23:51 GMT
Signee GPS (if shared):	BW: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/152.0.0.0 Safari/537.36	Terms Accepted Timestamp:	2026-09-11 13:24:01 GMT

Annotations and Modifications

Signature Count:	0	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	1
Single Initial Count:	0		

Signing Evidence

Signee Mobile:	+270000000000	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	NONE
Action:	APPROVE	Reason for Action:	Cleared

Chain Of Custody Generation

Attached Document Name:	20260911T132434.853195Z Standard Bidding Document Non Consulting Services data connectivitye 002.docx	Attached Timestamp:	2026-09-11 13:24:35 GMT
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Signed with Impression - Chain of Custody



Signature Request

Signature Request ID:	b3eec150-2854-45e6-b786-56d6f1324dec	Timestamp:	2026-09-11 15:17:21 GMT
Signee Name:	Thomas Chabwera	Sender Name:	Thomas Chabwera
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

Original Document

Document Name:	Standard Bidding Document Non Consulting Services data connectivitye 002docx.pdf	Document Size:	1.9 MB
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Email Evidence

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

Web Evidence

Signee IP Address:	160.242.95.226	Request Timestamp:	2026-09-11 15:16:12 GMT
Signee GPS (if shared):	BW: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/152.0.0.0 Safari/537.36 Edg/152.0.0.0	Terms Accepted Timestamp:	2026-09-11 15:16:21 GMT

Annotations and Modifications

Signature Count:	1	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	1
Single Initial Count:	0		

Signing Evidence

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

Chain Of Custody Generation

Attached Document Name:	20260911T151721.351274Z Standard Bidding Document Non Consulting Services data connectivitye 002docx.pdf	Attached Timestamp:	2026-09-11 15:17:21 GMT
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