



INVITATION TO TENDER

FOR THE PROVISION OF SECURITY SERVICES

TENDER No. CS/ADM/14-07/04

JULY 2020

Introduction

The Common Market for Eastern and Southern Africa is a regional grouping of nineteen African States which have agreed to cooperate in the development of their respective economies through regional integration and trade development.

COMESA seeks to appoint a professional security company to provide security services at its premises along Ben Bella Road. COMESA now invites sealed tenders from eligible security companies for the provision of security services for an initial period of two (2) years.

The duration may be extended for a further period if the Security Company agrees to provide the services on the same terms and conditions provided that the services provided by them are of a satisfactory quality and standard acceptable to COMESA.

Scope and Specific Tasks

The tender is for the provision of twenty two (22), security guards to provide twenty-four (24) hour protection, seven (7) days a week (11 guards per shift, with one as their supervisor), the buildings and assets of the COMESA Secretariat at its headquarters situated along Ben Bella Road in Lusaka.

The Security Company should be willing to provide additional security guards on certain contingencies on payment of proportionate fees.

The security Company will undertake the following tasks:

- (a) Guard and protect the COMESA Centre building and all COMESA assets therein;
- (b) Develop and maintain a register of all visitors to the COMESA Centre;
- (c) Maintain an Occurrence Book as required where daily occurrences will be recorded;
- (d) Provide incident reports in writing for incidents or accidents that may occur at COMESA Centre;
- (e) Promptly report any suspicious movement of persons around the COMESA Centre.
- (f) Assist COMESA with obtaining police reports and follow-up investigations of criminal related incidents on COMESA premises.

INSTRUCTIONS TO BIDDERS

1. Eligibility to Tender

This tender is open to all competent security companies that are registered to offer security services in **Zambia**.

2. Pre-Bid Conference

A pre - bid meeting shall be held on **Thursday 05th August 2020** at COMESA Centre, Ben Bella road, Lusaka at 11:00 hours local time to afford prospective bidders an opportunity to clarify any issues that may arise.

3. Cost of Tender

The Bidder shall bear all costs associated with the preparation and submission of the bid.

COMESA will in no case be responsible or liable for those costs, regardless of the conduct and outcome of the tender.

4. Bid Currencies/Bid Prices

All prices shall be quoted in Zambian Kwacha.

5. Tender Prices

The tenderer shall indicate on the appropriate price schedule the unit prices and total tender price of the services it proposes to provide under the contract.

Prices indicated on the price schedule shall be the cost of the services quoted exclusive of all taxes in Zambia.

6. Price Variation

Prices quoted by the tenderer shall be fixed during the term of the contract. Quoted rates should include all overheads and profits. The rate should be firm for the entire contract period. There will be no price variation after signing of contract. Currency exchange fluctuations will be a non-factor.

7. Period of validity of Bids

The Bids shall remain valid for ninety (90) days after the closing date of tender submission.

In exceptional circumstances and prior to the expiry of the original tender validity period, the contracting authority may solicit the tenderers' consent to an extension of the period of validity.

The request and the responses thereto shall be made in writing.

8. Amendments of Bid documents

At any time prior to the deadline for submission of Bids, COMESA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by issuing an addendum.

All addenda shall be posted on the COMESA website <http://www.comesa.int>. All bidders wishing to be notified of any addenda should provide to COMESA the bidders name and email address.

In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, COMESA may, at its discretion, extend the deadline for the submission of bids.

9. Format and Sealing of Bids

The Bidder shall prepare five (5) copies of the Technical bid and Financial bid in separate envelopes, clearly marking one as "Original " and the other four as "Copy". In the event of any discrepancy between them, the original shall govern.

The inner and outer envelopes shall be sealed and addressed to:

Chairperson - Procurement Committee,
COMESA Secretariat,
Ben Bella Road,
P.O. Box 30051,
Lusaka, Zambia,
Attention: Procurement Unit
Email: procurement@comesa.int

The tenders should be dropped in Tender box number 1 located at the Main Office Reception not later than **24th August 2020** at 12.00 hours and should be marked in the top right hand corner: "PROVISION OF SECURITY SERVICES – TENDER No. CS/ADM/14-07/04" DO NOT OPEN BEFORE **07th August 2020** at 12.00 hours Lusaka time.

10. Opening of Tenders

All technical proposals will be opened in the presence of the tenderers' representatives who choose to attend on **24th August 2020** at 12.10 hours at the Administration Meeting Room, COMESA Centre, Ben Bella Road or at an alternative location to be communicated by the Head of Procurement.

11. Late Tenders

Any Tender received by COMESA after the deadline for submission of Bids shall be rejected.

There shall be no exception to this requirement.

12. Required Documents to be submitted

A prospective party will be expected to, among other things, submit:

- (a) Profile of the company;
- (b) Proof pertaining to the eligibility of the bidders i.e. copy of the registration of the firm, copies of the tax compliance certificate;
- (c) Copy of Audited Financial Statements for the last 2 years or 6 months' Bank statement duly certified by the Bank;
- (d) Duly certified letter from the Local Labour Office as proof of compliance with prevailing labour laws with respect to minimum wage;
- (e) Three letters of recommendation for provision of security services of similar magnitude from other reputable organizations other than COMESA; and
- (f) Copy of Professional Indemnity Cover.

The financial bid (in a separate envelope) shall contain the Schedule of costs indicating the total cost of the proposed services, a full breakdown of the price and a confirmation that the proposal remains valid for 90 days after the tender deadline date.

COMESA does not bind itself to accept any bid and reserves the right to accept the whole or partially any of the submitted bids.

13. Evaluation and Comparison of Bids

To assist in the examination, evaluation and comparison of Bids, COMESA may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and

no change in price or substance of the Bid shall be sought, offered or permitted.

COMESA will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

Prior to the detailed evaluation, the Evaluation Committee will determine the substantial responsiveness of each Tender. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Tender without material deviations. COMESA's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by COMESA and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Each bid shall be evaluated by a selection committee utilizing a number of criteria, as specified below:

- (a) Physical facilities and Equipment (20 Points)
- (b) Experience in the provision of security services to **Diplomatic** or similar organizations (30 Points)
- (c) Financial Capacity (15 Points)
- (d) Personnel competency profiles (35 Points)

In the technical evaluation, the following will be taken into account with respect to above attributes:

Physical facilities:

- Proof of fleet capacity dedicated to security assignments, pairs of uniform provided to each guard, other equipment and kits provided to guards, etc.

Experience:

- Number of years that the firm has been providing security services, current assignments and the number of guards deployed, etc.
- Number of contracts with diplomatic and/or international organizations.

Financial capacity:

- Company turnover, basic ratios, proof of Professional Liability Cover/insurance.

Personnel competence:

- Qualification and experience of guards and supervisory personnel (State your policy in this regard and provide some Curriculum Vitae (CVs), evidence of guard training on: **securing diplomatic institutions**, threat identification, emergency

response/evacuation, first aid, firefighting and safety, customer care, search of suspects, arrest and immobilization, etc.

14. Technical Queries

For any technical queries related to the terms of reference, kindly contact send written enquiries to the following email address: procurement@comesa.int.

Note that the deadline for submitting questions is 15th August 2020.

15. Ownership of Tenders

COMESA retains ownership of all tenders received under this invitation to tender.

16. Negotiation and Finalization

After the selection of the best bid and notificatoin to the selected security company, COMESA will commence negotiations with the company for purposes of concluding an agreement for the provision of the services.

17. Award of Contract

Prior to expiration of the period of bid validity, the Procurement Committee will award the contract to the qualified Bidder whose Bid has been evaluated to be the most responsive to the needs of the organization and activity concerned.

COMESA reserves the right to wholly or partially reject or award these contracts to any bidder and has no obligation to award this tender to the highest ranked bidder.

COMESA also reserves the right to annul the Bid process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s).

18. Cancellation of the Tender

In the event of cancellation of the tender, bidders will be notified in writing of the cancellation by the contracting Authority and informed of the reasons for cancellation.

If the tender is cancelled before the outer envelope of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders.

19. Signing of the Contract

Within 14 days of receipt of the contract the successful Bidder shall sign and date the contract and return it to the COMESA Secretariat.

20. Period of execution

The period of execution of the contract starts from the date of the signing of the contract and will be for duration of 1 (one) year with possibility of extension for one more year depending on performance.

21. Confidentiality

Information relating to evaluation of bids and recommendations concerning awards, shall NOT be disclosed to the Bidders who submitted the bids or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

22. Corrupt or Fraudulent Practices

COMESA requires that Bidders/Suppliers/Firms observe the highest standard of ethics during the procurement and executions of such contracts.

For the purposes of this provision, COMESA defines the terms set forth below as follows:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution: and
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the COMESA, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive COMESA of the benefits of free and open competition.

ANNEX 1 - BID SUBMISSION SHEET

[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder]

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

Reference No: *[insert Tender Reference number]*

To: Chairperson - Procurement Committee
COMESA, P.O. Box 30051, Lusaka

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document on Provision of Security Services,
- (b) We offer to provide the services in conformity with the Bidding Document for the *[insert a brief description of the Services]*;
- (c) We hereby submit our bid which includes the following *[to state the documents included]*;
- (d) Our bid shall be valid for a period of *[specify the number of months]* days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We do not have any conflict of interest and have not participated in the preparation of the Tender document for COMESA ;
- (f) Should this tender be accepted, we agree to abide by and fulfil the terms and conditions of the Contract Agreement annexed thereto so far as they may be applicable.
- (g) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Bid;
- (h) We understand that this Bid, together with your written acceptance thereof included in your Letter of Bid Acceptance, shall not constitute a binding contract between us, until a formal Service Level Agreement/contract is prepared and executed; and
- (i) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

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

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

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

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

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

ANNEX 2. SERVICE REQUIREMENTS

- (a) All assignment areas should be manned by required personnel at all times;
- (b) The guards provided should be of good character, conduct and behavior, competent and qualified to perform the security duties for which they are employed;
- (c) Guards must report on duty 15 minutes before change over time;
- (d) The guards should not leave their assigned areas until and unless properly relieved. They should sign accordingly the Handing Over Register;
- (e) Guards must be literate and able to communicate and express themselves verbally and in writing in the English language;
- (f) Guards should be physically fit, clean and alert. They should be courteous but firm while undertaking their duties;
- (g) Guards should be able to attend to fire emergency situation, detection and control;
- (h) The guards should be able to summon police, fire brigade and ambulances in case of emergencies;
- (i) Guards must be subjected to an effective supervisory arrangement by the security company to check their alertness and attentiveness;
- (j) Guards are prohibited from sleeping, smoking, lighting bon fires, or unnecessarily chatting during working hours;
- (k) Guards must not tamper with any apparatus, switches, meters and accessories;
- (l) There will be no extra charges for Saturdays, Sundays and public holidays.
- (m) Guards should undergo regular programmed training especially concern in areas which will be deemed as areas of weakness. Training will be provided by the security company and in coordination with COMESA staff.
- (n) Guards must be diplomatic but strict and capable of identifying a suspect and alert authorities without causing embarrassment to COMESA.
- (o) In a situation where there is a theft and it is proved that the theft was as a result of negligence of the guard, the security company will have to replace the stolen item(s).
- (p) The guards are prohibited to eat or cook at the work station.
- (q) The guards must exhibit the highest levels of confidentiality regarding any official COMESA information that may come into their possession.
- (r) The boom gate at the entrance should be man at all times.
- (s) Visitors for the Guards should be kept at the minimum.
- (t) Guards should not switch security lights on and off at the designated times.
- (u) The occurrence books should be up to date with all the occurrences.

ANNEX 3. FORM OF CONTRACT

THIS CONTRACT (hereinafter called the "contract") is made the..... day of, 2018, between, on one hand, THE COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA (COMESA) (hereinafter called the "client"), and on the other hand, [*insert name of Security company*] (hereinafter called "the Contractor").

WHEREAS:

- (a) the Client has requested the Contractor to provide security services to COMESA (hereinafter called the "Services"); and
- (b) the Contractor, having represented to the Client that it 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 HEREBY AGREE AS FOLLOWS:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Form of Contract and Contract Conditions
 - (b) Schedule of Rates
 - (c) Letter of Award and Acceptance
 - (d) Contractors Tender

- 2. The mutual rights and obligations of the Client and Contractor shall be as set forth in the Contract, in particular:
 - (a) The Contractor shall perform in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS HEREOF, the Parties have caused this Contract to be signed in their respective names in two originals in the English language as of the day and year first above written.

For and on behalf of COMESA

For and on behalf of the Contractor

FORM OF CONTRACT

Article 1

Interpretations

The following words and expressions shall have the meaning assigned to them except where the context indicates otherwise:

“Client” means the Party named in this Contract, who employs the Contractor, and legal successors to the Client and permitted assignees;

‘COMESA’ means Common Market for Eastern and Southern Africa;

“Contractor” means the Party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services, and legal successors to the Contractor and permitted assignees;

“Contract” means the agreement entered into between the Client and the Contractor or tenderer, as recorded in the Contract Form signed by the parties, including all appendices, schedules and attachments hereto and all documents incorporated by reference therein;

“day” refers to a calendar day;

“month” refers to a calendar month;

“Party” and **“Parties”** means the Client and the Contractor and **“third party”** means any other person or entity, as the context requires;

“Premises” means the place or site where the services are to be provided;

“Rates” means the costs and charges of the services the Security Company shall provide to COMESA; as provided for in this Agreement;

“Services” means the services to be performed by the Contractor in accordance with the Contract; and

‘Non-performance’ means failure by the Contractor to undertake his duties as required under the Scope and Specific Tasks.

Article 2

Language

The contract as well as all correspondence and documents relating to the contract exchanged by the Client and the Contractor shall be written in the English language.

Article 3

Scope of Services

The Contractor shall provide the services to the Client under this Contract in terms of which the Contractor is to provide Security Services to COMESA.

Article 4

Obligations of the Contractor

- 4.1 The Security Company shall provide services of high standard in the performance of this Agreement AND poor performance shall be grounds for summary termination of this Agreement without any notice at the sole discretion of COMESA.
- 4.2 Frequent and inexcusable delays by the Security Company in the timely performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by COMESA.
- 4.3 If at any time during the performance of this Agreement the Security Company encounters conditions affecting timely provision of services, the Security Company shall immediately and without any delay notify COMESA in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable COMESA shall evaluate the condition and may, at its sole discretion waive the Security Company's obligations without the risk of sanctions imposition of liquidated damages and or the summary termination of this Agreement without any notice.

Article 5

Obligations of the Client

The Client shall adhere to the following obligations:

- (a) Provide information at its disposal in relation to the execution of the Contract, in a timely manner and free of cost;
- (b) Assist the Contractor in obtaining information related to the execution of the services under the Contract from COMESA Secretariat;
- (c) The Client shall give its decision on all matters properly referred to it in writing by the Contractor within a reasonable time so as not to delay the performance of the Services;
- (d) Pay the Contractor in accordance with the *[insert Annex]* to this Contract;
- (e) Cooperate with the Contractor in the execution of the Services under this Contract; and
- (f) Designate in writing a person to act as representative of the Client who shall have complete authority to receive instructions and to give information to the Contractor from the Client.
- (g) Maintain confidentiality of the subject of the contract and the outcome of the process and not to disclose any information obtained as a result of this contract unless expressly authorised in writing by the Secretary General of COMESA.

Article 6

Personnel

- 6.1 The personnel supplied by the Contractor shall have the necessary competence and qualifications to carry out the Services and be acceptable to the Client.
- 6.2 The Contractor shall ensure that all the personnel involved with the Services to the Client comply with all relevant legal requirements.
- 6.3 If it is necessary to replace any person involved with this Contract or the Services, the Contractor shall arrange for replacement by a person of comparable competence or better upon written acceptance from the Client.

Article 7

Non Competition

Neither party shall offer employment to any member of the other party's staff working on the engagement, nor shall either party use the services of any member of the other party's staff as a Contractor, either independently or via a third party, for a period of six months following the end of the involvement by the individual concerned with any work pursuant to this engagement.

Article 8

Duration of Contract

- 8.1 The duration of this Contract shall be Two (2) year.
- 8.2 The Security Company shall provide the services to COMESA **on a probationary basis during the first three (3) months** of this Agreement and thereafter, subject to performance and evaluation thereof, the Agreement may be confirmed in writing at the discretion of COMESA.

Article 9

Performance Security

- 9.1 The Security Company shall furnish COMESA with **performance security in the amount of 10% of the total Contract price within fifteen (15) days** of the receipt of notification of award of the contract.
- 9.2 Failure of the successful Tenderer to comply with the requirement of paragraph 9.1 above shall constitute sufficient grounds for the annulment of the award, in which event the Client may make the award to the next best evaluated candidate or call for new tenders.
- 9.3 The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the contract.
- 9.4 The performance security will be discharged by the Client and returned to the Security Company not later than thirty (30) days following the date of completion of the Security Company's obligations under the contract, including any warranty obligations, under the contract.

Article 10

Entry into Force

This Contract shall enter into force on the date of signature by both parties.

Article 11

Payment

- 11.1 The Client shall pay the Contractor a fixed amount of *[insert amount]* per calendar month being professional fees for performing the Services under this Contract upon certification of satisfactory delivery of security services.

- 11.2 In the case of Summary Termination pursuant to clause 16 of this Agreement, the Security Company shall be paid for all the services rendered up to the day of termination.
- 11.3 Any payment owed to the Client shall be deducted from the outstanding payments to the Security Company.
- 11.4 The Security Company shall be held liable to make good the losses and /or damages to the client occasioned as a result of theft in its premises under their guard.
- 11.5 COMESA's payment terms are 30 days upon receipt of certified invoices and confirm that the services have been rendered in accordance to contract terms and conditions.

Article 12

Revision of Prices

This is a fixed price contract and there will be no revision of prices. Currency fluctuations will be a non factor.

Article 13

Representation and Warranties

The parties represent to each other that:

- (a) The Contractor and the Client are a corporation duly organised, validly existing and in good standing under the laws of place of their respective incorporation;
- (b) This Contract has been duly authorised by all necessary corporate action and has been validly executed by them and creates legal, valid, and binding obligations, enforceable against each party in accordance with its terms and does not violate either party's Memorandum and Articles of Association or constitution as currently in effect or any agreement binding over its assets; and
- (c) They shall execute and perform all such deeds and perform all such acts and things as may be required in order to give effect to the provisions of this Contract.

Article 14

Indemnification

The Contractor shall indemnify, protect and defend, at its expense, the Client, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Contractor in the performance of its services, including any violation of any legal provisions, or rights of third parties, in respect of patents, tradePoints and other forms of intellectual property such as copyrights except to the extent such claims, losses or damage are finally determined to have resulted primarily from the Client's bad faith, gross negligence or wilful default. The Contractor shall not be liable for any loss of profits or any indirect or consequential loss, however caused.

Article 15

Medical and Insurance Arrangements

- 15.1 The Client will not be responsible for any medical and insurance responsibilities of the Contractor's personnel in the course of executing this contract.
- 15.2 The Client shall undertake no responsibility, in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of the Contractor or of his subcontractors or other independent Contractors for the purpose of the Services, nor for any members of the families of such persons.

Article 16

Termination

- 16.1 The Agreement shall unless extended by both parties terminate at the end of Two (2) year from the date hereof HOWEVER either party may terminate the Agreement by giving the other party three (3) months notice in writing or payment of three (3) months the set fees and charges in lieu of such notice;
- COMESA may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part;
- i) The Security Company frequently fails to provide services of high standards in the performance of this Agreement and
 - ii) The Security Company fails to perform any other obligations under this Agreement.
- 16.2 Summary Termination
- COMESA may without prejudice or any other remedy accruing to it terminate the contract summarily by giving forty eight (48) hour notice:
- i) Where it is established that the Security Company or its guards thereof colluded with a third party in a case of theft or breached of security in the Client's premises;
 - ii) Where it is established that the guards of the Security Company carried out a theft or breached security in the Client's premises;
 - iii) Where it is established that the Security Company have continuously failed to prevent theft or security breach in the Client's premises;
 - iv) Where the Security Company fails to manage its affairs hence occasioning its guards to carry out an industrial action and therefore putting the security of Client's premises staff or property in jeopardy;
 - v) Where for reason of omission or commission of the Security Company the security of the Client's premises, staff or property is in jeopardy.
- 16.3 Termination of the Contract shall not act as a waiver to rights and obligations of the parties that accrued during the operation of the Contract.

Article 17

Liquidated Damages

- 17.1 If the Security Company fails to deliver of the service within the period(s) specified in the contract, COMESA shall without prejudice to its other remedies under the contract deduct from the contract price **liquidated damages sum equivalent to 0.5% of the delivered price** of the delayed service up to a maximum deduction of 10%. After this the Security Company may consider termination of the contract.

Article 18

Insurance for liability and Limit of Liability

The Contractor agrees to arrange and keep in force professional indemnity insurance cover in respect of the Services provided under this Contract to the extent of the liabilities up to the contract price herein. The extent of the Contractor's liability under this Contract is limited to an amount equal to the contract price payable to the Contractor in accordance with [*insert Annex number*]

Article 19

Governing law

This Agreement shall be governed and interpreted in accordance with UNIDROIT Principles of International Commercial Contracts 2012 developed by the International Institute for the Unification of Private Law, as may be amended from time to time.

Article 20

Amendments

Any amendment to this Contract shall be agreed upon by both parties to this Contract in writing.

Article 21

Assignments and Subcontracting

The Contractor shall not assign, sublet or transfer any right or obligation under this Contract without the prior written consent of the Client, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Contract.

Article 22

Domicilium and Notices

- 22.1 The Parties choose the following addresses as their domicilia citandi et executandi:

The Client: COMESA Secretariat
P.O. Box 30051
LUSAKA
ZAMBIA

The Contractor: *[Insert name and address]*

- 22.2 Notices under the Contract shall be in writing and will take effect from receipt at the address stated in Clause 22.1. Delivery may be by registered letter or by hand against written confirmation of receipt or by facsimile.

Article 23

Confidentiality

Except as provided in this Contract, each Party undertakes not to disclose to any person any information that is not in the public domain in relation to the other Party's affairs, its business or method of carrying on its business, the Services or the contents of this Contract without the prior written consent of the other Party, and further undertakes to ensure that its employees, agents and representatives (to whom such information were disclosed) comply with this clause during or after the term of this Contract.

Article 24

Force Majeure

The Parties agree that:

- a) If circumstances such as Acts of God, like earthquakes, or manmade like civil war, arise for which neither Party is responsible and which makes it impossible for them to perform in whole or in part in accordance with this Contract, the Contractor shall promptly notify the Client in writing, or in any practical means possible, of such condition and the cause thereof and the performance of the Contractor's obligations shall be suspended while the force majeure continues.
- b) Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.
- c) Where personnel, in pursuance of the due process of the law, resort to industrial action such as strikes, lock out or sit-ins this shall not be construed as an event of force majeure.

Article 25

Dispute Settlement

- 25.1 In the event of any dispute between the Parties arising from this Contract, the Party wishing to declare the dispute shall deliver to the other Party a written notice setting out the dispute.
- 25.2 The Client and Contractor shall make every effort to resolve amicably any dispute between them in connection with the contract by direct informal consultation.
- 25.3 If, after a 30 (thirty) day period, or such longer period as they may agree, the parties have failed to resolve their dispute or differences by any mutual consultation, either party may submit the dispute before the COMESA Court of Justice for arbitration upon written notice to that effect (a "Notice of Arbitration") and the dispute shall finally be determined in accordance with the Arbitration Rules of the COMESA Court of Justice as amended from time to time.

25.4 Any such decision or award in any arbitration made by the COMESA Court of Justice shall be final and binding and shall not be subject to appeal to any court of law.

Article 26

Privileges and Immunity

Nothing in or related to this contract is intended to be or should be construed as a waiver of the privileges and immunities of COMESA or its officers or employees, express or implied which privileges and immunities are hereby specifically reserved as set forth in the COMESA Treaty and related international legal instruments on immunities and privileges and international law.