

SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

TENDER DOCUMENT

SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia

TENDER NO: In Situ 05/2021-22

Version 1.1

SOUTHERN AFRICAN DEVELOPMENT COMMUNITY SECRETARIAT, PLOT 54385 CBD P / BAG 0095 GABORONE BOTSWANA

TENDER DOCUMENT (TD) - SPGRC MULTIPLICATION FIELD IRRIGATION UPGRADE IN LUSAKA, ZAMBIA

SPGRC Multiplication Field Irrigation	DATE: 30 November 2021
Upgrade in Lusaka, Zambia	REFERENCE: In Situ 05/2021-22

Dear Sir / Madam:

We kindly request you to submit your quotation for undertaking the **SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia** as detailed in item 2 of this TD. When preparing your quotation, please be guided by the Bill of Quantities attached hereto as Annex A.

Quotations may be submitted on or before **0900 hours 30 November 2021** and via email to the address below:

spgrcprocurement@sadc.int

Quoting the reference below:

TD # In Situ 05/2021-22

SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by SPGRC after the deadline indicated above, for whatever reason, shall not be considered for evaluation. You shall return this document together with the required documents as they would form the Contract Documents.

There shall be a compulsory site visit on Friday 12th November 2021, at 1200 hours, at the SPGRC Premises in Chongwe. Please note that tenderers who fail to send a representative to this compulsory site visit will automatically be disqualified. Tenderers who arrive after 1200 hours will not be allowed in the Site Visit meeting.

For any further clarifications, please send them to the following email: spgrc@sadc.int ;tamarap@sadc.int and phirit@sadc.int and copy to-pchifani@sadc.int [DO NOT USETHESE EMAILS FOR SUBMISSION OF YOUR OFFERS]. Offers submitted as hard copies will be rejected.

EXPLANATIONS CONCERNING BIDDING DOCUMENTS

Bidders may submit questions in writing up to 19th November 2021 at 1700hrs, specifying the publication reference and the contract title:

The Contracting Authority has no obligation to provide additional information after this date.

The Contracting Authority will reply to all bidders' questions, latest by 24th November 2021 at 1700hrs.

Yours Sincerely

Dr.Justify Shava

Head of SPGRC

1: BACKGROUND INFORMATION

i. At its premises in Chongwe, Zambia, SPGRC, maintains an irrigation system

used for sustaining crops which it manages as part of its mandate. SPGRC has at present an old Drag line system that it has been using all along but

would like to upgrade it to the Parrot irrigation system. The area covered is

approximately 5ha. This is so that the irrigation system can effectively support

its field operations. The main line pipes are available but the valves, lateral pipes and sprinklers need to be supplied and installed to leave a fully

functional system.

ii. For this purpose, SPGRC intends to appoint a company for undertaking the

SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia (hereinafter referred to as the "**Project**"), as detailed in this TD and in this connection

invites quotations from the Bidders for carrying out / executing the Project.

Quotations, electronic copies only, may be submitted via email to the address below:

spgrcprocurement@sadc.int

The reference for the tender is:

TD # In Situ 05/2021-22

SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia

Person responsible for any additional information and receipt of proposals:

Ms Tamara Phiri

Assistant Administration Officer

E-Mail: tamarap@sadc.int

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2. PROJECT SCOPE

The following is the scope and extent of work to be covered in this project.

2.1 To undertake the SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia as detailed in the Bills of Quantities, Annex A.

Other deliverables:

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

3: PROJECT SPECIFIC CONDITIONS

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

Tender Submission Address	spgrcprocurement@sadc.int
	Reference:
	TD # In Situ 05/2021-22
	SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia
Method of TD Submission	Electronic copy via email to:
	spgrcprocurement@sadc.int
	Reference:
	TD # In Situ 05/2021-22
	SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia
	Tender submission is electronic only
Compliance to tender	The following shall constitute compliance to tender:
	Certificate of incorporation / Company registration certificate
	Compulsory Site Visit
	Valid Tax Clearance Certificate
	Sworn Statement (To be sworn under Oath Commissioner or Notary)
	Vat Certificate or Exemption Certificate only where applicable

	 Power of Attorney (To be sworn under Oath Commissioner or Notary) AUTHORISED SIGNATORIES MUST INITIAL ON EACH PAGE OF THE SUBMITTED BID DOCUMENT FAILURE TO DO THIS WILL RESULT IN AUTOMATIC DISQUALIFICATION.
Date of Distribution of Tender Document	01 November 2021
Type of Bidding	Open Bidding Process
Compulsory Site Visit	12 November 2021
Submission Deadline Date and time	30 November 2021 at 0900 hours
Bid Opening	30 November 2021 at 0900 hours.
Planned Tender Evaluation	1 December 2021
Planned Tender Award	December 2021
Validity of Quotation	Ninety (90) days
Time to complete project	To be proposed by Bidder
Currency of Quotation	Zambia Kwacha
Payment Terms	Full payment after completion of the work
Time within which payment	Thirty (30) calendar days after submission of
to be made after receipt of contractors' certificate.	undisputed claim for measured and valued work.
Form of Contract	SADC Standard Contract For Construction Works
Commencement of work	Not exceeding 5 days after contract signing
Type of Contract	Fixed Price Contract.
	Purchase order to be issued to the winning bidder

4. EVALUATION OF TENDERS

4.1 SADC Tender Evaluation

The evaluation of tenders will be conducted by at least three (3) SPGRC officials appointed by the Head of SPGRC.

4.2 SPGRC Tender Evaluation Stages

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

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

4.3 Evaluation Criteria

The criteria for evaluating Technical and Financial proposals will be as follows:

Table 6.3

EVALUATION AREA	WEIGHT
Technical Proposal	80
Financial Proposal	20
TOTAL	100

4.4 Technical Tender Evaluation Criteria

Table 4.4

Evaluation Area	Item Description	Total
Company profile	Facilities owned by the company	10
	Curriculum vitae of company Directors	
Methodology & work plan	Technical content of the methodology	30
	Project programme & work plan	
Qualification and Experience of proposed key technical staff	Qualification and experience of the proposed key experts who will undertake the work	20
Firm's Project Reference	Experience of the company in undertaking projects of similar nature. List and elaborate all similar project undertaken. Provide at least five (5) contactable references of similar works done previously	30
Quality Assurance	Elaborate any quality assurance initiatives to be undertaken when executing the project.	10
GRAND TOTAL		100

Only those proposals which score a minimum of 70 points will be considered for further evaluation.

1. Assessed Final Weighted Score

An assessed final weighted score will be calculated for each bid found to be admissible. This will involve using the score attained from the Technical evaluation exercise and the Financial bid submitted by the tenderer in the following formula

2. Acceptance of Tender

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

5. SITE VISIT

All bidders are requested to attend a site visit on Friday, 12th November 2021 at 12:00hrs. You are all requested to meet at the SPGRC Office Complex Main Gate at Plot No. 6300 Off Great East Road Chongwe, Zambia before proceeding to the actual site of the project. Tenderers who arrive after 1200hrs will not be allowed into the meeting.

The Contact Person is Ms Tamara Phiri: Cell Number +260 977 111 091

ANNEXURE A: BILLS OF QUANTITIES

QTY	DESCRIPTION	UNIT PRICE	<u>AMOUNT</u>
		<u>Kwacha</u>	<u>Kwacha</u>
	Lateral pipes		
	Couplings		
	Hydrants		
	Sprinklers, extensions and sprinkler heads		
	Other accessories and additional requirements		
	Labour charges		

SUMMARY

SECTION	DESCRIPTION	DESCRIPTION AMOUNT (Kwac	
1.01	CONTRACTORS ESTABLISHMENT ON SITE		
2.01	SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia		
SUB-TOTAL			
ADD 5% CON	TINGENCIES		
SUB-TOTAL			
ADD 16 % VA	Т		
TOTAL CARE	RIED TO FORM OF QUOTATION		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS	
PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS	

ANNEX B

POWER OF ATTORNEY

Please docum	attach entation	here ı.	the	power	of	attorney	empowering	the	signatory	of	the	bid	and	all	related
Signat	ure:														
							ehalf of the bi)						
Date: .															

TEMPLATE OF THE SWORN STATEMENT

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

<Date>

To: Head of SPGRC

Private Bag CH6 Lusaka, Zambia

Your ref: In Situ 05/2021-22

Dear Sir/Madam

In response to your prequalification notice < Publication reference >, we, < Name(s) of legal entity or entities>,

hereby declare that we do not fall into any of the following situations:

- being 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.
- 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).
- have been declared guilty of grave professional misconduct proven by any means which Procuring Entity can justify.
- 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 detrimental to the Procuring Entity' financial interests.
- are being currently subject to an administrative penalty.

We further declare that in case we get shortlisted we will provide necessary supporting documents that will prove that we do not fall into any of

ANNEX C

CONTRACT SAMPLE ONLY TEMPLATE



STANDARD CONTRACT

For

WORKS

Contract Number: In Situ 05/2021-22

SPGRC MULTIPLICATION FIELD IRRIGATION UPGRADE IN LUSAKA, ZAMBIA

Between

SADC Plant Genetic Resources Centre (SPGRC)

('The Contracting Authority'),

And

('the Contractor')

	<i></i>	2021
,		

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made thisthe	day of
Between,	
SADC Secretariat of Gaborone, Botswana, through the SADC Places Centre (SPGRC), a UNIT of the SADC Secretariat or continuous incorporated under the laws of Zambiahaving its principal place of but No. 6300 Off Great East Road Chalimbana Research Station, Zambia(hereinafter referred to as the "Contracting Authority"), on the one	corporation usiness Plot Chongwe,
And	
(hereinafter referred to as the "Contractor"), on the other hand,	

WHEREAS the Contracting Authority desires to have the Works namely the Upgrade of the multiplication field Irrigation system at SPGRC, in Lusaka, Zambia for SADC Plant Genetic Resources Centre (SPGRC), Lusaka, Zambia as enumerated and referred to in the General Conditions of Contract, Scope of works, Priced Bills of Quantities and Specifications, Conditions of Particular Application, Contractor's Tender, award letter, acceptance to award of contract, and any other relevant correspondence executed and completed;

AND WHEREAS the Contracting Authority has accepted a tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

It is hereby agreed as follows:

- (1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
 - (a) Performance Security Form (Annexure A),
 - (b) Terms of Reference (Annexure B),

- (c) Contractor's Bid and Original Price Schedules (Annexure C),
- (d) Notification of Contract Award (Annexure D),
- (e) Acceptance to Award of Contract (Annexure E),

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Any addenda shall have the order of precedence of the document they are amending.

- (3) In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the Works namely the SPGRC Multiplication Field Irrigation Upgrade in Lusaka, Zambia and remedying of defects therein in full compliance with the provisions of this Contract.
- (4) The general conditions governing the Contract shall be SADC Standard Contract for Construction works

(a) Period of execution of Works

- (i) The Contractor shall execute and complete the Works within the period of-----months from the date of commencement of Works as indicated in writing by the Project Manager.
- (ii) Notwithstanding the provision of Clause 4(i) of this Contract, the Project Manager may extend the period of execution of Works if, upon request by the Contractor, he is of considered opinion that the execution of Works was delayed by obstructions, conditions or other circumstances that made it difficult for the Contractor to timely execute the Works.

(b) Execution of Works

(i) The Contractor shall:

(c) Payments

- (ii) Payments shall be made in accordance with the certificate approved by the Project Manager.
- (iii) Full payment to be made after completion of the work

- (iv) Payment shall be made to the Contractor in Zambia Kwacha and, where applicable, VAT shall be payable on such sums at the applicable rate. The Contractor must, where applicable in all cases, provide his VAT registration number on all invoices.
- (v) Payments shall be based on invoice submitted to the Contracting Authority and shall be paid within 30 days of receipt and approval of the of the invoice by the Contracting Authority's Project Manager, and subject to the Contractor having complied with its obligations hereunder in full as stated in this Contract.
- (vi) The Contracting Authority reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Contracting Authority.
- (vii) Notwithstanding the provisions of this Sub-clause (c), failure by the Contracting Authority to make payment claimed by the Contractor under this Contract shall not entitle the Contractor to terminate this Contract if such payment has been withheld, delayed, or disapproved by the Contracting Authority due to unsatisfactory work done, or unacceptable invoice submitted, by the Contractor.

(d) Project Manager

The Contracting Authority appoints the Project Manager Ms. Tamara Phiri to be its Project Manager for the purposes of this Contract.

(e) Liquidated Damages

Except where an extension is granted pursuant to Clause 4 (a) (ii) above, if the Contractor fails to complete the Works in accordance with the Works Order from the Project Manager or before the Provisional Completion Date, the Contracting Authority shall levy liquidated damages at 0.5% of the Contract Price for each month of delay; limited to a maximum of 5% of Contract Price.

(f) Retention Money

An amount equivalent to 5% (five percent) of the certified gross value of Works done will be deducted and held by the Contracting Authority as Retention Money. 100% of Retention Money shall be released upon issue of Completion Certificate, after the Defects Liability Period; provided that the Works are free from defects and the Contractor has rectified all defects identified by the Contracting Authority and subject to the submission by the Contractor of approvals by the Contracting Authority.

(g) Defect Rectification / Liability period

The defect rectification/liability period shall be twelve (12) months from issuance of the Practical Completion Certificate and subsequent handing over of the same to the Contracting Authority.

(h) Dispute Resolution and applicable law:

- (i) 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.
- (ii) In the event that, through negotiation, the parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.
- (iii) The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within 15 days of receipt of the request for arbitration either party has not appointed an arbitrator, or within 7 days of the appointment of the arbitrators the third arbitrator has not been appointed, either party may request an appointing authority agreed by the parties to appoint an arbitrator.
- (iv) If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within sixty days of the receipt of a party's request therefor, either party may request the Institute of Arbitrators, Zimbabwe to appoint the third arbitrator.
- (v) The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible.
- (vi) The procedure of arbitration shall be fixed by the arbitral tribunal which shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- (vii) The decisions of the arbitral tribunal shall be final and binding upon the parties.
- (viii) The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

(j) Termination of Contract

(i) By 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) below. In such an occurrence the Contracting Authority shall give a not less than fifteen (15) days' written notice of termination to the Contractor, and fifteen (15) days' also in case of the event referred to in (g).

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as per served notice, within fifteen (15) days of receipt of such notice 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.
- (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 fifteen (15) days.
- (g) If the Contracting Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(ii) 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 above (a) through (d).
- (a) 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 fifteen (15) days.

(k) Insurance/Injuries

(i) The Contractor has sole responsibility and liability under this Agreement for bodily injuries to Contractor or Contractor's employees, including responsibility to provide appropriate workers compensation insurance. Contractor hereby warrants to SADC that Contractor is in compliance with any applicable workers compensation insurance law. (ii) The Contractor has sole responsibility to obtain any other desired insurance coverage (liability, medical, travel, life, etc.) for Contractor and Contractor's employees in performing this Agreement. 5.3 Neither Contractor nor Contractor's employees shall be deemed employees of SADC for any purposes, nor shall they participate in any SADC employee benefit or insurance programs.

(I) Privileges and Immunities

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.

- (5) This Contract shall take effect on the date on the last signature.
- (6) Except by mutual agreement in writing between the parties, no modification or amendment shall be made to the present Contract.

IN WITNESS WHEREOF, we the undersigned, being duly authorized, have signed this Agreement, in four (4) originals in the English language all copies being equally authentic.

For the Contractor	For the Contracting Authority
Name:	Name:
Title:	Title:
Signature	Signature:
Date:	Date:
Place:	Place:

Annexures

ANNEXURE A: PERFORMANCE SECURITY FORM

Performance Security

A. [The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]
B.

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

Contract No. and title: [insert number and title of the contract]

C.

D.

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary:[insert complete name of Contracting Authority]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s^1) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than theday of20..,² and any demand for payment under it must be received by us at this office on or before that date.

The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Contracting Authority.

Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Contractor under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Contracting Authority should note that in the event of an extension of the time to perform the Contract, the Contracting Authority would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contracting Authority might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a



ANNEXURE B: TERMS OF REFERENCE

UPGRADE OF THE IRRIGATION SYSTEM AT SADC PLANT GENETIC RESOURCES CENTRE

- 1. Supply and install above ground aluminium/hardened pvc lateral pipes and associated couplings.
- 2. Supply the appropriate overhead Sprinklers required to make the Jain Overhead Sprinkler Irrigation System functional in the right quantities. (Not drag line irrigation system)
- 3. Supply and install lateral pipe connectors to the mainline and associated couplings.
- 4. Be able to provide warranty for the works done for 3 years.
- 5. Commission the irrigation system on completion

ANNEXURE C: THE CONTRACTOR'S BID AND ORIGINAL PRICE SCHEDULES

ANNEXURE D: THE CONTRACTING AUTHORITY'S NOTIFICATION OF AWARD

ANNEXURE E: Acceptance to Award of Contract