



SOUTHERN AFRICAN DEVELOPMENT COMMUNITY.

TENDER DOCUMENT

**Supply and Installation of SPGRC Boundary Fence in Lusaka,
Zambia**

TENDER NO: *In Situ* 01/2022-23

Number of Lots : 2

Version 1.1

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

August 2022

**TENDER DOCUMENT (TD) – SUPPLY AND INSTALLATION OF SPGRC BOUNDARY FENCE
IN LUSAKA, ZAMBIA**

Supply and Installation of SPGRC Boundary Fence in Lusaka, Zambia	DATE: 8 September 2022 REFERENCE: <i>In Situ 01/2022-23</i>
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Dear Sir / Madam:

We kindly request you to submit your quotation for undertaking the **Supply and Installation of SPGRC Boundary Fence 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 and Annex B.

Quotations may be submitted on or before **0900 hours 8th September 2022** and via email to the address below:

spgrcprocurement@sadc.int

Quoting the reference below:

TD # *In Situ 01/2022-23*

Supply and Installation of SPGRC Boundary Fence 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 August 2022, at 10:00 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 10:00 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 USE THESE 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 21 August 2022 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 26 August 2022 at 1700hrs.

Yours Sincerely

Dr. Justify Shava
Head of SPGRC

A handwritten signature in blue ink, appearing to read 'Justify Shava', is located in the bottom right corner of the page.

1 : BACKGROUND INFORMATION

- i. At its premises in Chongwe, Zambia, SPGRC, has a stretch of its boundary fence which is prone to damage and intrusion by trespassers. This poses a risk to the SPGRC assets within the premises. SPGRC intends to erect a solid barrier along this stretch which is estimated to be 0.5km to offer permanent solution to trespassing and vandalism along this stretch of the boundary fence.
- ii. As part of measures being implemented to protect Germplasm and prevention of trespassing and unauthorised loitering into the Multiplication fields, SPGRC intends to fence its Multiplication field.
- iii. For this purpose, SPGRC intends to appoint a company for undertaking the SPGRC 500m Palisade Boundary fence and the construction of a diamond wire fence around the acacia multiplication field 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* 01/2022-23

Supply and Installation of SPGRC Boundary Fence in Lusaka, Zambia

Person responsible for any additional information and receipt of proposals:

Ms Tamara Phiri

Assistant Administration Officer

E-Mail: tamarap@sadc.int

2. PROJECT SCOPE

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

- 2.1 Lot 1 -To undertake the Supply and Installation of SPGRC 500m Palisade Boundary Fence in Lusaka, Zambia as detailed in the Bills of Quantities, Annex A.
- 2.1.2 Lot 2 -To undertake the construction of a New diamond wire fence around the acacia multiplication field in Lusaka, Zambia. Annex B

Bidders are allowed to quote for one lot or a combination of lots

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 01/2022-23 Supply and Installation of SPGRC 500m Palisade Boundary Fence in Lusaka, Zambia
Method of TD Submission	Electronic copy via email to: spgrcprocurement@sadc.int Reference: TD # In Situ 01/2022-23 Supply and Installation of SPGRC Boundary Fence in Lusaka, Zambia Tender submission is electronic only
Compliance to tender	The following shall constitute compliance to tender: <ul style="list-style-type: none"> • Certificate of incorporation / Company registration certificate • Compulsory Site Visit • Valid Tax Clearance Certificate • Sworn Statement (To be sworn under Oath Commissioner or Notary) • Duly completed Directors and Shareholders Declaration Form • 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	08 August 2022
Type of Bidding	Negotiated Procedure
Compulsory Site Visit	12 August 2022
Submission Deadline Date and time	8 September 2022at 09:00 hours
Bid Opening	9 September 2022 at 10:00 hours.
Planned Tender Evaluation	September 2022

Planned Tender Award	October 2022
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 to be made after receipt of contractors' certificate.	Thirty (30) calendar days after submission of 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 SPGRC 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 three(3) stages. In stage one (1), tenders shall be checked to ensure that the bids are submitted in accordance with Compliance with the the above stated requirements. Those bids that do not meet the requirements will be considered “non-compliant” and shall be disqualified.

In stage two (2) tenders that are fully compliant shall have their Technical proposals evaluated for compliance to the requirements in Table 4.4 below and lastly those Technically Compliant evaluated at Financial Stage.

4.4 Technical Tender Evaluation Criteria

Table 4.4

Evaluation Area	Item Description	Compliant/Non-Compliant YES/NO	Comments

Methodology & work plan	Technical content of the methodology		
	Project programme & work plan		
Qualification and Experience of proposed key technical staff	Bachelors Degree in Engineering or Equivalent with 3 years Qualification and experience of the proposed key expert who will undertake the work		
Firm's Project Reference	Experience of the company in undertaking projects of similar nature. List and elaborate all similar project(Fencing)of at least \$50,000 from three (3) cumulative contracts done in the past five (5) years Provide at least three (3) contactable references of similar works done previously		
Quality Assurance	Elaborate any quality assurance initiatives to be undertaken when executing the project.		

4.5 Award Criteria

The award will be to the bidder submitting the least expensive TECHNICALLY COMPLIANT BID PER LOT OR FOR A COMBINATION OF LOTS and to the one with ALL items in either of the lots or two lots below QUOTED FOR and as such failure to quote for all items in a lot or a combination of lots in the Bill of Quantities below will lead to Automatic Disqualification. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid

LOT 1

PRELIMINARIES AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Contractor's Mobilisation	Item	1		
B	Site Meeting	Item	1		
C	Person-in-charge	Item	1		
D	Plant, Tools, Vehicles, and Scaffolding	Item	1		
E	Site Administration and Security	Item	1		
F	Transport for Work people	Item	1		
G	Temporary Accommodation for use of the Contractor	Item	1		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>DEMOLITIONS (ALL PROVISIONAL)</u>				
	<u>Notes on demolitions</u>				
	The contractor shall be deemed to have visited the site to familiarise themselves with the works measured under this section and no extra claims shall be entertained arising from inadequate and /or lack of understanding of the nature, magnitude and scope of works measured here under				
	Demolitions and down takings				
A	Takedownexistingboundarybarbed wire fence and,handovertoclientandremovedebrifrom the site	item	1		-
	Demolitions Total Carried to Summary			K	-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>BOUNDARY PALISADE FENCE</u>				
	<u>The following in wall and palisade boundary fence as described</u>				
	Excavation works				
A	Excavate over site average 150 mm deep to remove top soil and wheel, spread and level on site where directed.	200	m ²		-
B	Excavate for foundation trenches not exceeding 1.50metres deep, get out, part back fill and spread on site any surplus material as described	240	m ³		-
C	Extra over excavations for excavating in hard rock	24	m ³		-
	Concrete works				
D	Vibrated insitu concrete Grade 25 (20mm aggregate) as described in strip foundation	60	m ³		-
E	Vibrated insitu concrete Grade 25 (20mm aggregate) as described in isolated pads	16	m ³		-
	Blockwork				
F	Lay 150mm solid concrete blocks foundation walls, with cement mortar of ratio 1:4; not more than 1 metre height blockwork from footing	250	m ²		-
G	Construct 150mm solid concrete block column size 400mm x 400mm x 2500mm high from concrete pad, with cement mortar of ratio 1:4;	126	nr		-
H	Lay 150 mm concrete blocks superstructure walls, with cement mortar of ratio 1:4- Area of blockwork for superstructure	250	m ²		-
J	Brick force reinforcement to wall joints every third course width 100mm end laps minimum 100mm wide	1,000	m		-
	<u>Pre-cast concrete (1:2: 4 - 20 mm aggregate as described, including all formwork, moulds, reinforcement, reinforcement for handling, hoisting in position, building in and bedding and pointing in cement mortar 1:4 as described</u>				
K	Concrete coping 280mm x 115mm (average) deep and bedding as described	500	m		-
L	Concrete coping 500mm x 115mm (average) deep and bedding as described	63	m		-
	Wall Finishings				
	<u>One coat wooden trowel finish cement sand (1:4) plaster:</u>				
M	15mm to dwarf walls	500	m ²		-
N	15mm to block column externally	373	m ²		-
	Carried Forward				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Brought Forward				-
	<u>Painting and decorations</u>				
	<u>Plascoregular and approved sealing coat, three coats Acrylic PVA paint as described to:</u>				
A	Plastered walls and columns	873	m²		-
	<u>Palisade Fencing</u>				
B	Palisade fence consisting of 75 x 75mm square hollow tube framing, 30x30mm steel angles spaced at 150mm centres sharpened at the top end and 2 no. 50x50mm square steel horizontal member anchored to block column with rawl bolts	810	m²		-
	<u>BOUNDARY FENCE - TOTAL CARRIED TO GENERAL SUMMARY</u>			K	-

ITEM	DESCRIPTION	PAGE	AMOUNT (ZMW)
	MAIN SUMMARY		
A	PRELIMINARY AND GENERAL ITEMS		-
B	DEMOLITIONS		-
C	ACACIA MULTIPLICATION FIELD BOUNDARY FENCE		-
	SUBTOTAL 1		-
	ADD 5% CONTIGENCY		-
	SUBTOTAL 2		-
	ADD 16% VAT		-
	TOTAL TENDER SUM		-
	Name of Contractor: _____		
	Address: _____		
	Signature: _____		
	Date: _____		

NB: All bidders have to mandatorily visit the site on 12 August 2022 at 10:00 hours for them to qualify for bidding.

LOT 2

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>ACACIA MULTIPLICATION FIELD FENCE</u>				
	<u>DEMOLITIONS (ALL PROVISIONAL)</u>				
	<u>Notes on demolitions</u>				
	The contractor shall be deemed to have visited the site to familiarise themselves with the works measured under this section and no extra claims shall be entertained arising from inadequate and /or lack of understanding of the nature, magnitude and scope of works measured here under				
	Demolitions and down takings				
A	Take down existing barbed wire fence approximately 1m high and 770m long, handover to client and remove debris from site	item	1		-
	Demolitions Total Carried to Summary				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SITE PREPARATION (ALL PROVISIONAL)</u>				
	<u>Site Clearance</u>				
A	Clearing of site of general debris, Digging up and removing rubbish, hedges, shrubs, bush, etc and trees not exceeding 200mm girth and remove from site to an approved dampsite	m ²	940		-
	<u>Excavation</u>				
B	Excavate over site average 150 mm deep to remove top soil and wheel, spread and level on site where directed.	m ²	600		-
C	Excavate holes 250 x 250mm average depth 500mm and spread around excavated materials	m ³	12		-
	<u>Concrete Work</u>				
	<u>in-sit concrete grade 20 machine mixed and poker vibrated</u>				
D	In concrete bases in holes around steel pipes (measured elsewhere) average depth 500mm	m ³	12		-
	<u>Fencing</u>				
E	75mm diameter x 2300mm high steel corner posts with stay poles at 1000mm high and 500mm deep below ground level (1mm gauge) shop primed with redoxide paint before delivery	No.	4		-
F	50mm dia galvanised steel pipes anchored 450mm deep in concrete bases and standing 2.00m above ground level including top incline 500mm made of 50mm galvanised steel pipe with steel cap at 2.50m centres with strain wire holes perforated at 650mm cc and 200mm cc for inclined pipe (overall length of pipe 3.00m) as per approved drawings				-
	As intermediate pipes	nr	376		-

G	75mm poles at the gates anchored 450mm deep in concrete bases and standing 2.00m above ground level including top incline 500mm made of 100mm galvanised steel tube with strain wire holes perforated at 650 centres in verticle height and 200mm cc for inclined pipe with steel cap.	nr	2		-
H	5mm straining wire running horizontally through steel pole holes at three intervals and tied around end poles	m	2,820		-
J	3mm barbed wire running horizontally through inclined steel pole holes at three intervals and tied around end poles	m	2,820		-
	<u>Diamond "Mesh Wire"</u>				
K	- Supply and install diamond mesh wire 2.00 high tied along strain wire with tying wire and weaved on ends Carried Forward	m	800		-
					-
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought Forward				-
	<u>Gate</u>				
A	Fabricated double leaf gate 4.00m x 2.00m complete with 50mm steel pipe enter frame and cross frames covered complete on outer face of frame woven to outer frame the whole hinged at the top and bottom to 75mm pipes as per the approved drawing complete with locking mechanism	nr	1		-
	<u>ACACIA MULTIPLICATION FIELD FENCE -TOTAL CARRIED TO GENERAL SUMMARY</u>				-

**ACACIA MULTIPLICATION FIELD FENCE -TOTAL
CARRIED TO GENERAL SUMMARY**

ITEM	DESCRIPTION	PAGE	AMOUNT (ZMW)
	MAIN SUMMARY		
A	PRELIMINARY AND GENERAL ITEMS	1/1	-
B	DEMOLITIONS	2/1	-
C	PALISADE BOUNDARY FENCE	2/3	-
	SUBTOTAL 1		-
	ADD 5% CONTIGENCY		-
	SUBTOTAL 2		-
	ADD 16% VAT		-
	TOTAL TENDER SUM		-
	Name of Contractor: _____		
	Address: _____		
	Signature: _____		
	Date: _____		

1. Acceptance of Tender

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

5. SITE VISIT

All bidders are requested to attend a site visit on Friday, 12th August 2022 at 10:00hrs. 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 10:00hrs will not be allowed into the meeting.

The Contact Person is Ms Tamara Phiri: Contact Number +260 211 399 200

ANNEX A

TERMS OF REFERENCE (TORs) FOR THE CONSTRUCTION OF A PALISADE BOUNDARY FENCE FOR SADC PLANT GENETIC RESOURCES CENTRE

The contractor shall be deemed to have visited the site to familiarize themselves with the works measured under this section and no extra claims shall be entertained arising from inadequate and /or lack of understanding of the nature, magnitude and scope of works measured here under.

ANNEX B

TERMS OF REFERENCE (TORs) FOR THE CONSTRUCTION OF A DIAMOND WIRE FENCE AROUND THE ACACIA MULTIPLICATION FIELD FOR SADC PLANT GENETIC RESOURCES CENTRE

The contractor shall be deemed to have visited the site to familiarize themselves with the works measured under this section and no extra claims shall be entertained arising from inadequate and /or lack of understanding of the nature, magnitude and scope of works measured here under.

POWER OF ATTORNEY

Please attach here the power of attorney empowering the signatory of the bid and all related documentation.

Signature:

(a person or persons authorised to sign on behalf of the bidder)

Date:

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

<Date>

To: Head of SPGRC

SADC Plant Genetic Resources Centre

Private Bag CH6

Lusaka, Zambia

*Your ref: **In Situ 01/2022-23***

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 D

CONTRACT SAMPLE ONLY TEMPLATE



STANDARD CONTRACT

For WORKS

Contract Number: *In Situ* 01/2022-23

.....
SUPPLY AND INSTALLATION OF BOUNDARY FENCE IN LUSAKA, ZAMBIA

Between

SADC Plant Genetic Resources Centre (SPGRC)
(‘The Contracting Authority’),

And

.....
(‘the Contractor’)

October 2022

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made this _____ day of the

Between,

SADC Secretariat of Gaborone, Botswana, through the SADC Plant Genetic Resources Centre (SPGRC), a UNIT of the SADC Secretariat or corporation incorporated under the

laws of Zambia having its principal place of business **Plot No. 6300 Off Great East Road Chalimbana Research Station, Chongwe, Zambia**(hereinafter referred to as the "Contracting Authority"), on the one hand,

And

..... (hereinafter referred to as the "Contractor"), on the other hand,

WHEREAS the Contracting Authority desires to have the Works namely the Supply and Installation of SPGRC boundary fence, 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 - Lot 1 (Annexure B),
 - (c) Terms of Reference- Lot 2 (Annexure C)
 - (d) Contractor's Bid and Original Price Schedules (Annexure D),
 - (e) Notification of Contract Award (Annexure E),
 - (f) Acceptance to Award of Contract (Annexure F),

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 Supply and Installation of SPGRC Solar Street Lights 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

- (i) The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the Works and remedying of defects therein the amount of as fixed price.
- (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 ManagerMs Tamara Phirito 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 therefore, 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.

(l) 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

Name:

Title:

Signature

Date:

Place:

For the Contracting Authority

Name:

Title:

Signature:

Date:

Place:

Annexure

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 the **18th** day of **December 2022**,² and any demand for payment under it must be received by us at this office on or before that date.

[signatures of authorized representatives of the bank and the Contractor]

¹ 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.

² 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 one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contracting Authority's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

ANNEXURE B: TERMS OF REFERENCE

TERMS OF REFERENCE

ERECTING OF A BOUNDARY FENCE AT THE SADC PLANT GENETIC RESOURCES CENTRE SPGRC

The contractor shall be deemed to have visited the site to familiarize themselves with the works measured under this section and no extra claims shall be entertained arising from inadequate and /or lack of understanding of the nature, magnitude and scope of works measured here under.

PRELIMINARIES AND GENERAL ITEMS

					AMOUNT
ITEM	DESCRIPTION	UNIT	QTY	RATE	
					-
A	Contractor's Mobilisation	Item	1		-
B	Site Meeting	Item	1		-
C	Person-in-charge	Item	1		-
D	Plant, Tools, Vehicles, and Scaffolding	Item	1		-
E	Site Administration and Security	Item	1		-
F	Transport for Work people	Item	1		-
G	Temporary Accommodation for use of the Contractor	Item	1		-
					-
					-
					-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>DEMOLITIONS (ALL PROVISIONAL)</u> <u>Notes on demolitions</u> The contractor shall be deemed to have visited the site to familiarise themselves with the works measured under this section and no extra claims shall be entertained arising from inadequate and /or lack of understanding of the nature, magnitude and scope of works measured here under Demolitions and down takings				
A	Takedown existing boundary barbed wire fence approximately 2m high and 500m long, hand over to client and remove debris from	1 item	1		-

Demolitions Total Carried to Summary					
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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	<u>BOUNDARY PALISADE FENCE</u>				
	<u>The following in wall and palisade boundary fence as described</u>				
	Excavation works				
A	Excavate over site average 150 mm deep to remove top soil and wheel, spread and level on site where directed.	200	m ²	-	
B C	Excavate for foundation trenches not exceeding 1.50metres deep, get out, part back fill and spread on site any surplus material as described	240	m ³ m ³	-	
	Extra over excavations for excavating in hard rock	24		-	
D	Concrete works		m ³		
E	Vibrated insitu concrete Grade 25 (20mm aggregate) as described in strip foundation	60	m ³	-	
	Vibrated insitu concrete Grade 25 (20mm aggregate) as described in isolated pads	16		-	
	Blockwork				
F	Lay 150mm solid concrete blocks foundation walls, with cement mortar of ratio 1:4; not more than 1 metre height blockwork from footing		m ²		

G	Construct 150mm solid concrete block column size 400mm x 400mm x 2500m high from concrete pad, with cement mortar of ratio 1:4;	250	nr	-
H	Lay 150 mm concrete blocks superstructure walls, with cement mortar of ratio 1:4- Area of blockwork for superstructure	126	m ²	-
J	Brick force reinforcement to wall joints every third course width 100mm end laps minimum 100mm wide	250	m	-
	<u>Pre-cast concrete (1:2: 4 - 20 mm aggregate as described,including all formwork, moulds, reinforcement, reinforcement forhandling, hoisting in position, building in and bedding and pointingin cement mortar 1:4 as described</u>	1,000		-
K	Concrete coping 280mm x 15mm (average) deep and bedding as described		m	-
L	Concrete coping 500mm x 15mm (average) deep and bedding as described	500	m	-
	Wall Finishings	63		-
	<u>One coat wooden trowel finish cement sand (1:4) plaster: 15mm to dwarf walls</u>			-
M N	15mm to block column externally		m ² m ²	-
	Carried Forward	500		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Brought Forward				-
	<u>Painting and decorations</u>				
	<u>Plascon or equal and approved sealing coat, three coats</u> <u>Acrylic PVA paint as described to:</u>	873	m²		-
	Plastered walls and columns				
	Palisade Fencing	810	m²		-
B	Palisade fence consisting of 75 x 75mm square hollow tube framing, 30x30mm steel angles spaced at 150mm centres sharpened at the top end and 2 no. 50x50mm square steel horizontal member anchored to block column with rawl bolts			K	-
	<u>BOUNDARY FENCE - TOTAL CARRIED TO GENERAL SUMMARY</u>				

ITEM	DESCRIPTION	PAGE	AMOUNT (ZMW)
AB C	MAIN SUMMARY		
	PRELIMINARY AND GENERAL ITEMS	1/1	-
	DEMOLITIONS	2/1	-
	PALISADE BOUNDARY FENCE	2/3	-
	SUBTOTAL 1		-
	ADD 5% CONTIGENCY		-
	SUBTOTAL 2		-
	ADD 16% VAT		-
	TOTAL TENDER SUM		-
	Name of Contractor: _		
	Address: _____		

Signature: __
Date: _

NB: All bidders have to mandatorily visit the site on 12th August 2022 at 10:00 hours for them to qualify for bidding.

ANNEXURE B: TERMS OF REFERENCE - LOT 2

**TERMS OF REFERENCE (TORs) FOR THE CONSTRUCTION OF A DIAMOND
WIRE FENCE AROUND THE ACACIA MULTIPLICATION FIELD FOR SADC
PLANT GENETIC RESOURCES CENTRE**

The contractor shall be deemed to have visited the site to familiarize themselves with the works measured under this section and no extra claims shall be entertained arising from inadequate and /or lack of understanding of the nature, magnitude and scope of works measured here under.

LOT 2

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>ACACIA MULTIPLICATION FIELD FENCE</u>				
	<u>DEMOLITIONS (ALL PROVISIONAL)</u>				
	<u>Notes on demolitions</u>				
	The contractor shall be deemed to have visited the site to familiarise themselves with the works measured under this section and no extra claims shall be entertained arising from inadequate and /or lack of understanding of the nature, magnitude and scope of works measured here under				
	Demolitions and down takings				
A	Take down existing barbed wire fence approximately 1m high and 770m long, handover to client and remove debri from site	item	1		-
	Demolitions Total Carried to Summary				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SITE PREPARATION (ALL PROVISIONAL)</u>				
	<u>Site Clearance</u>				
A	Clearing of site of general debris, Digging up and removing rubbish, hedges, shrubs, bush, etc and trees not exceeding 200mm girth and remove from site to an approved dampsite	m ²	940		-
	<u>Excavation</u>				
B	Excavate over site average 150 mm deep to remove top soil and wheel, spread and level on site where directed.	m ²	600		-
C	Excavate holes 250 x 250mm average depth 500mm				

	and spread around excavated materials	m ³	12	-
	<u>Concrete Work</u>			
	<u>in-sit concrete grade 20 machine mixed and poker vibrated</u>			
D	In concrete bases in holes around steel pipes (measured elsewhere) average depth 500mm	m ³	12	-
	<u>Fencing</u>			
E	75mm diameter x 2300mm high steel corner posts with stay poles at 1000mm high and 500mm deep below ground level (1mm gauge) shop primed with redoxide paint before delivery	No.	4	-
F	50mm dia galvanised steel pipes anchored 450mm deep in concrete bases and standing 2.00m above ground level including top incline 500mm made of 50mm galvanised steel pipe with steel cap at 2.50m centres with strain wire holes perforated at 650mm cc and 200mm cc for inclined pipe (overall length of pipe 3.00m) as per approved drawings			-
	As intermediate pipes	nr	376	-
G	75mm poles at the gates anchored 450mm deep in concrete bases and standing 2.00m above ground level including top incline 500mm made of 100mm galvanised steel tube with strain wire holes perforated at 650 centres in verticle height			
	and 200mm cc for inclined pipe with steel cap.	nr	2	-
H	5mm straining wire running horizontally through steel pole holes at three intervals and tied around end poles	m	2,820	-
J	3mm barbed wire running horizontally through inclined steel			

	pole holes at three intervals and tied around end poles	m	2,820		-
	<u>Diamond "Mesh Wire"</u>				
K	- Supply and install diamond mesh wire 2.00 high tied along strain wire with tying wire and weaved on ends	m	800		-
	Carried Forward				-
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought Forward				-
	<u>Gate</u>				
A	Fabricated double leaf gate 4.00m x 2.00m complete with 50mm steel pipe enter frame and cross frames covered complete on outer face of frame woven to outer frame the whole hinged at the top and bottom to 75mm pipes as per the approved drawing complete with locking mechanism	nr	1		-
	<u>ACACIA MULTIPLICATION FIELD FENCE -TOTAL CARRIED TO GENERAL SUMMARY</u>				-

**ACACIA MULTIPLICATION FIELD FENCE -TOTAL
CARRIED TO GENERAL SUMMARY**

ITEM	DESCRIPTION	PAGE	AMOUNT (ZMW)
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MAIN SUMMARY		
A	PRELIMINARY AND GENERAL ITEMS	1/1 -
B	DEMOLITIONS	2/1 -
C	PALISADE BOUNDARY FENCE	2/3 -
SUBTOTAL 1		-
ADD 5% CONTIGENCY		-
SUBTOTAL 2		-
ADD 16% VAT		-
TOTAL TENDER SUM		-
Name of Contractor: _____		
Address: _____		
Signature: _____		
Date: _____		

NB: All bidders have to mandatorily visit the site on 12th August 2022 at 10:00hours for them to qualify for bidding.

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

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

ANNEXURE E: THE CONTRACTING AUTHORITY'S NOTIFICATION OF AWARD

ANNEXURE F: Acceptance to Award of Contract