



**SOUTHERN AFRICAN DEVELOPMENT COMMUNITY.**

# **TENDER DOCUMENT**

**Supply and Installation of SPGRC Solar Street Lights in  
Lusaka, Zambia**

**TENDER NO: *In Situ 07/2022-23***

## **Version 1.1**

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

**February 2023**

TENDER DOCUMENT (TD) – SUPPLY AND INSTALLATION OF SPGRC SOLAR STREET LIGHTS IN LUSAKA, ZAMBIA

<b>Supply and Installation of SPGRC Solar Street Lights in Lusaka, Zambia.</b>	DATE: 23 February 2023
	REFERENCE: <i>In Situ 07/2022-23</i>

Dear Sir / Madam:

We kindly request you to submit your quotation for undertaking the **Supply and Installation of SPGRC Solar Street Lights 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 24 March 2023** and via email to the address below:

[spgrcprocurement@sadc.int](mailto:spgrcprocurement@sadc.int)

Quoting the reference below:

**TD # *In Situ 07/2022-23***

**Supply and Installation of SPGRC Solar Street Lights 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 SADC 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 3 March 2023, at 10:00hours, 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](mailto:spgrc@sadc.int) ;[tamarap@sadc.int](mailto:tamarap@sadc.int) and [phirit@sadc.int](mailto:phirit@sadc.int) and copy to **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 10<sup>th</sup> March 2023 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 17<sup>th</sup> March 2023 at 1700hrs.**

Yours Sincerely

Dr. Justify Shava

Head of SPGRC

## 1: BACKGROUND INFORMATION

- i. The SPGRC premises has two major roads. The roads are currently dark with no lighting making them insecure to navigate at night. In addition, the whole SPGRC premises outside the office complex and the housing complex is dark. To help in securing the premises, there is need to light the main roads and the cheapest way in the long run is to use the solar lighting.
- ii. For this purpose, SPGRC intends to appoint a company for undertaking the Supply and Installation of SPGRC Solar Street Lights 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](mailto:spgrcprocurement@sadc.int)

**The reference for the tender is:**

**TD # *In Situ* 07/2022-23**

**Supply and Installation of SPGRC Solar Street Lights in Lusaka, Zambia.**

**Person responsible for any additional information and receipt of proposals:**

Ms Tamara Phiri

Assistant Administration Officer

E-Mail: [tamarap@sadc.int](mailto:tamarap@sadc.int)

## 2. PROJECT SCOPE

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

- 2.1 To undertake the Supply and Installation of SPGRC Solar Street Lights 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	<a href="mailto:spgrcprocurement@sadc.int">spgrcprocurement@sadc.int</a>  <b>Reference:</b>  <b>TD # <i>In Situ</i> 07/2022-23</b>  <b>Supply and Installation of SPGRC Solar Street Lights in Lusaka, Zambia</b>
Method of TD Submission	Electronic copy via email to:  <a href="mailto:spgrcprocurement@sadc.int">spgrcprocurement@sadc.int</a>  <b>Reference:</b>  <b>TD # <i>In Situ</i> 07/2022-23</b>  <b>Supply and Installation of SPGRC Solar Street Lights in Lusaka, Zambia</b>  <b>Tender submission is electronic only</b>
Compliance to tender	The following shall constitute compliance to tender: <ul style="list-style-type: none"><li>• Certificate of incorporation / Company registration certificate</li><li>• Compulsory Site Visit</li><li>• Valid Tax Clearance Certificate</li><li>• Sworn Statement (To be sworn under Oath Commissioner or Notary)</li><li>• Vat Certificate or Exemption Certificate only where applicable</li><li>• Power of Attorney (To be sworn under Oath Commissioner or Notary)</li></ul>

	<ul style="list-style-type: none"> <li><b>AUTHORISED SIGNATORIES MUST INITIAL ON EACH PAGE OF THE SUBMITTED BID DOCUMENT FAILURE TO DO THIS WILL RESULT IN AUTOMATIC DISQUALIFICATION.</b></li> </ul>
Date of Distribution of Tender Document	24 February 2023
Type of Bidding	NEGOTIATED PROCUREMENT METHOD
Compulsory Site Visit	February 2023
Submission Deadline Date and time	24 March 2023 at 0900 hours
Bid Opening	24 March 2023 at 1400 hours.
Planned Tender Evaluation	27 March 2023
Planned Tender Award	March 2023
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
<b>Type of Contract</b>	<b>Fixed Price Contract. Purchase order to be issued to the winning bidder</b>

## 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 SADC Tender Evaluation Stages

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

In stage two (2) tenders that are fully compliant shall have their Technical proposals evaluated and finally ranked starting with the least Expensive bid at Stage (3) which is for financial evaluation.

### 4.3 Technical Tender Evaluation Criteria

Table 4.3

To proceed for FINANCIAL EVALUATION a bidder must score YES for all the below variables/attributes. Bidders who score a NO in any of the below will automatically be DISQUALIFIED.

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	Minimum of an Artisan or Trade crafts Certificate with 3 years' work experience in Solar Solutions Installations and 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 undertaken. Provide at least 3 (three) contactable references of similar works(of tilling)done previously and state the cumulative value of at least 25,000\$ of past contracts in a period of three (3) years.		
Quality Assurance	Elaborate any quality assurance initiatives to be undertaken when executing the project.		

#### 4.4 Award Criteria

The award will be to the bidder submitting the least expensive **TECHNICALLY COMPLIANT** tender and the one with **ALL** items in Annex A below **QUOTED FOR** and as such failure to quote for all items 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.

#### ANNEXURE A: BILLS OF QUANTITIES

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
		<u>Kwacha</u>	<u>Kwacha</u>
<u>25</u>	<u>Solar street metal poles and fittings</u>		

<b>25</b>	200 watt solid solar lighting units complete with stands and other couplings		
	Labour for installation of the street lights		
	Cement, and sand for pole installations		
	Automatic day/night on/off properties with at least 10 years warranty		
	Galvanised and rust proof stands with a warranty of at least 10 years warranty		
	Lights that are able to illuminate for at least 12hrs		
	Other accessories		

#### **ADDITIONAL NOTES TO THE BILL OF QUANTITY**

- Appointed service provider will be responsible for supply and installation of the solar street lights
- Conduct training to manager of the equipment
- The appointed service provider will be required to sign a 12 months support and maintenance Service Level Agreement (SLA).
- Service providers should provide the warranty for their work.

## SUMMARY

SECTION	DESCRIPTION	AMOUNT (Kwacha)	
1.01	CONTRACTORS ESTABLISHMENT ON SITE		
2.01	SUPPLY AND INSTALLATION OF SPGRC SOLAR STREET LIGHTS IN LUSAKA, ZAMBIA		
SUB-TOTAL			
ADD 5% CONTINGENCIES			
SUB-TOTAL			
ADD 16 % VAT			
TOTAL CARRIED TO FORM OF QUOTATION			

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS	

### 5. SITE VISIT

**ALL BIDDERS ARE REQUESTED TO ATTEND A SITE VISIT ON THURSDAY, 3<sup>RD</sup> MARCH 2023 AT 10:00HRS AT THE SPGRC OFFICES 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.**



## **ANNEX B**

### **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: .....

## **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 07/2022-23***

*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 C

## CONTRACT SAMPLE ONLY TEMPLATE



### STANDARD CONTRACT

#### For WORKS

**Contract Number: *In Situ 07/2022-23***

.....  
SUPPLY AND INSTALLATION OF SPGRC SOLAR STREET LIGHTS IN LUSAKA, ZAMBIA

Between

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

And

.....  
(‘the Contractor’)

...../...../ 2023

## 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 Office Complex PVC Roof Gutter System, in Lusaka, Zambiafor **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 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 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**

Name:

Title:

Signature

Date:

Place:

**For the Contracting Authority**

Name:

Title:

Signature:

Date:

Place:





**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**