



SOUTHERN AFRICAN DEVELOPMENT COMMUNITY.

TENDER DOCUMENT

**Supply and Installation of SPGRC Multiplication Field
Irrigation Upgrade in Lusaka, Zambia**

TENDER NO: *In Situ 04/2023-24*

Version 1.1

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

January 2023

TENDER DOCUMENT (TD) – SUPPLY AND INSTALLATION OF SPGRC MULTIPLICATION FIELD IRRIGATION UPGRADE IN LUSAKA, ZAMBIA

Supply and Installation of SPGRC multiplication field irrigation upgrade Lusaka, Zambia	DATE: 10 th April 2024
	REFERENCE: <i>In Situ 04/2023-24</i>

Dear Sir / Madam:

We kindly request you to submit your quotation for undertaking the **Supply and Installation of 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 **10:00 hours 9th May 2024** electronically to the collab link below:

<https://collab.sadc.int/s/fyMBcSkHZKPKBJT>

Quoting the reference below:

TD # *In Situ 04/2023-24*

Supply and Installation of 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 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 Wednesday 17th April 2024, 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 tchabwera@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 22nd April 2024 at 17:00hrs, specifying the publication reference and the contract title:

The Contracting Authority will reply to all bidders' questions, latest by 26th April 2024 at 17:00hrs.

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

Yours Sincerely



Dr. Justify Shava

Head of SPGRC

1: BACKGROUND INFORMATION

- i. The SADC Plant Genetic Resources Centre (SPGRC) located in Chongwe, Zambia has a dragline field irrigation system and intends to upgrade it to Perrot Sprinkler irrigation system.
- ii. For this purpose, SPGRC intends to upgrade the dragline field irrigation system to Perrot Sprinkler irrigation system 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 the link below:

<https://collab.sadc.int/s/fyMBcSkHZKPKBJT>

The reference for the tender is:

TD # *In Situ* 04/2023-24

Supply and Installation of 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

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 multiplication field irrigation upgrade in Lusaka, Zambia 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	https://collab.sadc.int/s/fyMBcSkHZKPKBJT Reference: TD # <i>In Situ</i> 04/2023-24 Supply and Installation of SPGRC multiplication field irrigation upgrade in Lusaka, Zambia
Method of TD Submission	Electronic copy via collab link to: https://collab.sadc.int/s/fyMBcSkHZKPKBJT Reference:

	<p>TD # In Situ 04/2023-24</p> <p>Supply and Installation of SPGRC multiplication field irrigation upgrade in Lusaka, Zambia</p> <p>Tender submission is electronic only</p>
Compliance to tender	<p>The following shall constitute compliance to tender:</p> <ul style="list-style-type: none"> • Valid Certificate of incorporation/ Company registration certificate • Compulsory Site Visit • Valid Tax Clearance Certificate • Sworn Statement (To be sworn under Oath Commissioner or Notary) • Valid VAT Certificate or Exemption Certificate only where applicable • Power of Attorney authorising the signatory of the bid and any related documentation (To be sworn under Oath Commissioner or Notary) • Duly completed Directors and Shareholders Declaration
Date of Distribution of Tender Document	10 th April, 2024
Type of Bidding	NEGOTIATED BIDDING METHOD
Compulsory Site Visit	17 th April, 2024 10:00Hrs
Submission Deadline Date and time	9 th May 2024 10:00Hrs
Bid Opening	10 th May 2024 10:00Hrs
Planned Tender Evaluation	May 2024
Planned Tender Award	May 2024
Validity of Quotation	Ninety (90) days
Time to complete project	2-4 Weeks
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
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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 two stages. In stage one (1), tenders shall be checked to ensure that the bids are submitted in accordance with Compliance of 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 their Financial proposals evaluated.

4.3 Evaluation Criteria

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

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 irrigation systems for 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 projects undertaken. Provide at least 3 (three) contactable references of similar works (of irrigation systems) done previously and state the cumulative value of atleast \$12,000 of past contracts in a period of three (3) years.		
Quality Assurance	Elaborate any quality assurance initiatives to be undertaken when executing the project.		

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

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: BILL OF QUANTITIES

Terms of References (TORs) and Bill of Quantities for the Multiplication Field Irrigation System Upgrade from Dragline to Perrot Sprinkler Irrigation System

Perrot Galvanised Pipes 50mm x 6m	42
Valves Hydrants Aluminium 2"	11
Perrot Ring, Rubber, Quick Coupling 50mm	42
Nipple Screwed Galvanised	2
Elbow take – off 50mm	2
Standpipe Galvanised 600 x 50mm	11
Saddle Clamp PVC 110mm x 50mm	11
Brass Sprinkler Vysa 35	22
Standpipe Galvanised 1000 x 20mm	22
Socket 20mm	22
Saddle Top Aluminium 50 x 20mm	22
Foot Support Aluminium 50mm	22
Washer, Saddle, Rubber, Standard, Quick Coupling	22
Bolts M12 x 50 G 8.8	44
Nuts M12	44
End Cap 50mm	4
Price shall be inclusive of supply, delivery and installation costs. (Labour)	1

5. SITE VISIT

All bidders are requested to attend a site visit on Wednesday, 17th April 2024 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 +260211399200

ANNEX B

POWER OF ATTORNEY

Please attach here the power of attorney authorising 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 04/2023-43***

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 04/2023-24*

.....
Supply and Installation of SPGRC Multiplication Field Irrigation Upgrade 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 Multiplication Field Irrigation Upgrade in Lusaka, Zambia, 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 Supply and Installation of 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 execute and complete the works.

(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 Tilabilenji 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.
- (i) 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 of 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:

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 of**2023**,² and any demand for payment under it must be received by us at this office on or before that date.

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*

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

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

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