



SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

TENDER DOCUMENT

TILLING OF GUEST ROOMS

FOR

SADC REGIONAL PEACEKEEPING TRAINING CENTRE

TENDER NO: *SADC/RPTC/06/2024*

Version 1.1

**SOUTHERN AFRICAN DEVELOPMENT COMMUNITY REGIONAL PEACEKEEPING TRAINING CENTRE
Private Bag CY522 CausewayHarare**

TENDER DOCUMENT (TD) – TILLING OF GUEST ROOMS

Q

Tiling of guest rooms	DATE: JULY 2024
	REFERENCE: <i>SADC/RPTC/06/2024</i>

Dear Sir / Madam:

We kindly request you to submit your quotation for the Tiling of guest rooms at the SADC Regional Peacekeeping Training Centre, 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.

THE Commandant

SOUTHERN AFRICAN DEVELOPMENT COMMUNITY REGIONAL PEACEKEEPING TRAINING CENTRE
Private Bag CY7735
Causeway
Harare

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, 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.

Physical hardcopies will not be accepted.

Any queries relating to this tender should be addressed to the following contacts: Do not use these emails for submission of tenders.

Mr. Kudakwashe Mwale on kmwale@sadc.int copy kmwelwa@sadc.int

Yours faithfully

Kudakwashe Mwale

Assistant procurement Officer

SADC RPTC

1. BACKGROUND INFORMATION

i. The Southern African development Community Regional Peacekeeping Training Centre (SADC RPTC) is a unit under the Directorate of the Organ on Politics Defence and Security Affairs (OPDSA) of the SADC Secretariat, whose overall goal is to “enhance capacity of SADC at Regional and Member States levels, to coordinate and ensure interoperability of various components and member states in regional and international peacekeeping and

multidimensional peace support operations”. This goal is achieved by providing training courses to civilian, military, correctional and police personnel from member states as to enable them to participate in Peace Support Operations. The SADC RPTC is located at Crichton Ave, Marlborough, Harare, Zimbabwe.

ii. RPTC wishes to tile guest rooms at the SADC RPTC offices.

iii. For this purpose, SADC RPTC intends to appoint a company for the tiling of guest rooms at the SADC RPTC offices (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.

1. PROJECT SCOPE

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

1.1 Tiling of guest rooms to meet the current standards.

1.2 The contractor can propose any other task, deemed necessary for this project.

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.

	https://collab.sadc.int/s/5N5mXFyRRFRm5Qx Bidders are advised to scan and submit their proposals as one copy during working hours for support in case of any technical problems. The technical support team will not be available after working hours
Method of TD Submission	All submissions must be through the link
Compliance to tender	<p>The following shall constitute compliance to tender:</p> <ul style="list-style-type: none"> • Annex A – Bill of Quantity Form • Annex B – Bidding Form • Annex C – Litigation Status, • Valid Certificate of incorporation / Company registration certificate • Valid Tax clearance certificate • Attendance of Compulsory site visit • Duly completed Sworn in statement signed by Commissioner of Oath or Notary • Initials at each page by signatory • Valid VAT Certificate where applicable • Signatory initials at each page
Date of Tender advertisement	25 July 2024, Zimbabwe Time
Compulsory site visit date and time	31 July 2024 from 0900 hours to 11hours, Zimbabwe Time
Deadline for Requests for Clarifications	15 August 2024 at 16:30 hours Zimbabwe Time
Deadline for the responses to the requests for clarifications	20 August 2024 midnight
Submission Deadline Date and time	26 August 2024 midnight
Validity of Quotation	One Hundred Eighty (180) days
Duration of Contract	30 days
Payment Terms	40% deposit upon provision of bank

	guarantee and 60% after completion of the work
Time within which payment to be made after Form of Contract receipt of contractors' certificate	Thirty (30) calendar days after submission of undisputed claim for measured and valued work
	SADC Standard Contract for Construction Works
Commencement of work	Not exceeding 14 calendar days after contract signing
Type of Contract	Fixed Price Contract. Purchase order to be issued to the winning bidder

EVALUATION OF TENDERS

4.1 RPTC Tender Evaluation

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

4.2 RPTC 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 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		
	Specifications and Codes of Practice		
	Project programme & work plan		
Qualification and Experience of proposed key technical staff			

<p>Firm's Project Reference</p>	<p>Minimum of three years of 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 \$9000 of past contracts in a period of three (3) years.</p>		
<p>Quality Assurance</p>	<p>Elaborate any quality assurance initiatives to be undertaken when executing the project.</p>		

Acceptance of Tender

SADC – RPTC 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 PriceSchedule 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
SADC RPTC – TILLING OF GUEST ROOMS
SUMMARY

Item	Description	Page	Amount
	Preliminaries and General Bill No. 1		
	SUBTOTAL		
	ADD 15% VAT		

2

TILING

- . Supply and lay to approved pattern 60x60 white porcelain flows tiles including adhesive on cement sand backing plaster (plaster elsewhere measured) and pointing in tinted grouting
- . Supply and delivery of silver aluminium edge strips

D.

Bidder Information Form

Date: *[insert day, month, year]*

Page *[insert page number]* of *[insert total number]* pages

This Bid is submitted as *["Single Entity" or "Joint Venture/Consortium" delete as appropriate]*

(In case of Joint Venture/Consortium) The partner in charge is [insert full legal name]

Bidders' legal name(s): *[insert full legal name of the Joint Venture/consortium and of each of the partners]*

Bidders' country of constitution: *[indicate country of Constitution of the Joint Venture/Consortium and of each of the partners]*

Bidders' year of constitution: *[indicate year of Constitution of the Joint Venture/Consortium and of each of the partners]*

Bidders' legal address in country of constitution: *[insert street/ number/ town or city/ country of the Joint Venture/Consortium and of each of the partners]*

Bidders' registration number in the country of constitution *[indicate the registration number of the Joint Venture/consortium and of each of the partners]*

Bidders' authorized representative information *[of the Joint Venture/Consortium and of each of the partners]*

Name: *[insert full legal name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

Attached are copies of original documents of *[in case of Joint Venture/Consortium these documents must be provided for each partner of the Joint Venture/Consortium]*

Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above.

Signed *[insert signature(s) of an authorized representative(s) of the Bidder]*

Name *[insert full name of person signing the Bid]*

In the Capacity of *[insert capacity of person signing the Bid]*

Duly authorized to sign the Bid for and on behalf of: Bidder's Name *[insert full name of Bidder]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

TEMPLATE OF THE SWORN STATEMENT

To be submitted on the headed notepaper of the legal entity

concerned <Date>

*To: Southern African Development Community (SADC) RPTC (Regional
Peacekeeping Training Centre*

Crichton Avenue

Marlborough,

Harare, Zimbabwe

Your ref: < Publication reference >

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 organization 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



STANDARD CONTRACT

**For
WORKS**

Contract Number: SADC/RPTC/06/2024

.....
TILLING OF GUEST ROOMS, IN HARARE, ZIMBABWE

Between

SADC Regional Peacekeeping Training Centre (RPTC)
(‘The Contracting Authority’),

And

.....
(‘the Contractor’)

...../...../ **2024**

FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made this _____ day of
the,

Between,

SADC Secretariat of Gaborone, Botswana, through the SADC Regional Peacekeeping Training Center , a UNIT of the SADC Secretariat or corporation incorporated under the laws of Zimbabwe having its principal place of business Marlborough, Crichton Avenue, Zimbabwe (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 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 tiles in guest rooms for RPTC in Harare, Zimbabwe.
- (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) 40% deposit shall be paid upon provision of bank guarantee by the contractor and 60% upon completion of work.
- (iv) Payment shall be made to the Contractor in xxx 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 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 xxxx to be its Project Manager for the purposes of this Contract.

(e) 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.

(f) Dispute Resolution and applicable law:

- (g) 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 Zimbabwe and substantive law of Zimbabwe shall apply.

(g)

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.

(h) **Insurance/Injuries**

- 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.

- The Contractor has sole responsibility to obtain any other desired insurance coverage (liability, medical, travel, life, etc.) for Contractor and Contractor’s employees in performing this Agreement. 5.3 Neither Contractor nor Contractor’s employees shall be deemed employees of SADC for any purposes, nor shall they participate in any SADC employee benefit or insurance programs.

(i) Privileges and Immunities

Nothing in or relating to this Contract will be deemed as a waiver, express or implied, of any of the privileges and immunities of SADC.

(5) This Contract shall take effect on the date on the last signature.

(6) Except by mutual agreement in writing between the parties, no modification or amendment shall be made to the present Contract.

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

For the Contractor

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature

Signature:

Date:

Date:

Place:

Place:

Annexures

[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.

[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."

