



OPEN BIDDING REQUEST FOR BIDS (RFB)

REFERENCE NUMBER: SADC / RPTC / LAYPLAN / 01

**RFB TITLE: PREPARATION OF DETAILED DEVELOPMENT LAYOUT PLAN
FOR THE SADC REGIONAL PEACEKEEPING TRAINING CENTRE IN HARARE,
ZIMBABWE.**

1. **SADC Secretariat** is inviting companies to submit bids for the provision of the following services :

***Requirement:* PREPARATION OF A DETAILED DEVELOPMENT LAYOUT PLAN
FOR THE SADC REGIONAL PEACEKEEPING TRAINING CENTRE IN HARARE,
ZIMBABWE**

<i>Quantity</i>	<i>Description</i>
	<i>Detailed specifications are attached on annexure 1 The Tender Document .</i>

2. You should send only **one quotation** for this requirement alternative bid will not be accepted.
Bidders must submit electronic version of the **technical proposal only in PDF Format**. Bidders passing the threshold under 5.8 below (i.e. technically responsive bids) will be asked to submit the financial proposals.)
3. Quotations should be sent to the following link:
<https://collab.sadc.int/s/GPoopsfFxCTCr4K> only bids submitted to this link will be considered.
4. There will be a compulsory site visit on the **29 January 2025** at the SADC RPTC Offices in Harare, Zimbabwe. The site visit will commence from 09am to 11 am Zimbabwe Time . Bidders who won't show up in the site visit will be disqualified. Bidders arriving after 11am will not be accepted.
5. Deadline for written request for clarifications is **04 February 2025** at 16:30hrs, Zimbabwe Time.
Requests for clarifications should be forwarded to Mr Kudukwashe Mwale at kmwale@sadc.int and copied to Eng. Martin Malongo at mmalongo@sadc.int and Mr Thomas Chabwera at tchabwera@sadc.int

Deadline for Responses to requests for clarifications is **11 February 2025 at or before midnight, Zimbabwe Time**
8. **The deadline for submission of your quotation to the link indicated in item 3 above is 26 February 2025 midnight, Zimbabwe Time.**
9. Your quotation should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Purchase Order for SADC which is available on request.
 - a) **PRICES**: The prices should be in United States Dollars, including all duties attached to the sale of the **goods** (such as VAT, customs duties, etc) and transport to the final destination.
 - b) **EVALUATION AND AWARD OF TENDER**: Quotes determined to be administrative and technically compliant to the requirements will be evaluated by comparison of their prices. The award will be made to the bidder offering an administratively and technically compliant quotation at the lowest total price.
10. The following Compliance Requirements will be evaluated and non-compliance in any of the following shall lead to **Automatic Disqualification**

- i. Valid Certificate of Incorporation or Company Registration of the Architectural Firm
- ii. Valid Tax clearance certificate of the Architectural Firm
- iii. Compulsory site visit by a representative of the Architectural Firm
- iv. Engagement of a registered land surveyor with minimum of 5 years experience

11. VALIDITY OF THE OFFER: Your quotations should be valid for a period of **180 days** from the date of deadline for submission of quotation.

12. For more details Instructions to bidders and specifications kindly refer to ANNEXTURE 1 TENDER DOCUMENT



SOUTHERN AFRICAN DEVELOPMENT COMMUNITY.

TENDER DOCUMENT

FOR

PREPARATION OF A DETAILED DEVELOPMENT LAYOUT PLAN

FOR

SADC REGIONAL PEACEKEEPING TRAINING CENTRE

TENDER NO: SADC/ RPTC / LAYPLAN / 01

Version 1.1

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

JANUARY 2025

TENDER DOCUMENT (TD) – PREPARATION OF A DETAILED LAYOUT PLAN FOR
THE SADC REGIONAL PEACEKEEPING TRAINING CENTRE

Preparation of a detailed layout plan for the SADC regional peacekeeping training centre	DATE: JANUARY 2025
	REFERENCE: SADC/RPTC/LAYPLAN/01

Dear Sir / Madam:

We kindly request you to submit your quotation for preparation of a detailed layout plan for 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 deadline for submission of Tender Documents is 26 February 2025 midnight through the following COLLAB LINK: <https://collab.sadc.int/s/GPoopsfFxCTCr4K>

THE Head of Procurement

Southern African Development Community

Preparation of a detailed layout plan for the SADC Regional Peacekeeping Training Centre in Harare, Zimbabwe.

Tender Number: SADC / RPTC / LAYPLAN / 01

Plot 54385 CBD

P / BAG 0095

Gaborone, Botswana

It shall remain your responsibility to ensure that your quotation in soft copy, PDF format will be submitted to the COLLAB Link as provided above before the deadline.

Any queries relating to this tender should be addressed to the following contacts in line with deadlines and guidance provided under Section 5 above: Do not use these emails for submission of tenders.

Eng. Martin Malongo
mmalongo@sadc.int

Mr. Thomas Chabwera she
tchabwera@sadc.int

Mr. Kudukwashe Mwale
kmwale@sadc.int

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 participate in Peace Support
- ii. Operations. The SADC RPTC is located at Crichton Ave, Marlborough, Harare, Zimbabwe.
- iii. In view of the foregoing SADC RPTC intends to undertake infrastructure improvement and development so as to address the infrastructure challenges at the SADC RPTC which will allow increase training capacity in the future. The proposed infrastructure improvement and development is summarized in Table 1 below :

Table 1 ; Proposed SADC RPTC Infrastructure improvement and development

Item	Scope of needs
TRAINING FACILITIES	
	Build 150-seater multipurpose hall / auditorium with 2 X 30-seater syndicate rooms adjacent
	Build staff simulation room, with seating capacity for 40 students, with its own communication system.
	Build new library with business centre/production room & internet café
ADMIN BLOCK & ACCOMMODATION	Extend the seating and dining facility from current 100 people to 250 people seating capacity. Relocate the bar area in order to do this
	Refurbish previous staff laundry & quarters into a structure/workshop for ground staff, and support officers from host country.
	Build additional 30-room block as accommodation for trainees
	Extend administration block for an additional 16 staff members.
RECREATION	Build sports centre: gym, swimming pool & tennis / basketball court
EXTERNAL SERVICES	Install parking covers for staff and delegates to existing parking areas. For 100 vehicles
	Civil works including refurbished driveway and drain laying. For 100m Road

- iv. The objective of this exercise is to prepare a detailed development layout plan of the SADC RPTC indicating the existing structures and infrastructures and also indicating the new proposed infrastructural improvement and development as shown in table 1, above. The information will be used for resource mobilization, planning and decision making.
- v. To facilitate the preparation of the detailed layout plan , the architectural consultant must have inputs from a topographical survey , to be conducted by a land surveyor . The topographical survey will indicate existing buildings and all the existing external services like sewer , water , electricity and

telecommunication reticulations and also any other pertinent and salient features of the SADC RPTC.

- vi. For this purpose, SADC RPTC intends to appoint a registered Architectural firm to prepare a detailed layout plan of the SADC Regional Peacekeeping Training Centre (hereinafter referred to as the “**Project**”), as detailed in this TD and in this connection invites quotations from the Bidders for carrying out and executing the Project.
- vii. **Location:** The land is Plot 3763, located in Crichton Ave, Marlborough, Harare, Zimbabwe. The land measures approximately 15.6 hectares. The land is partially developed.

2. PROJECT SCOPE

This tender is in two parts, namely:

PART 1 : TORs Detailed Development Layout Plan

PART 2: TORs Undertaking a Topographical Survey

PART 1 : TORs Detailed Development Layout Plan :

The following is the scope and extent of work to be covered when preparing a detailed development layout plan:

- 2.1 Prepare and Design a detailed development layout plan of SADC RPTC indicating existing structures and infrastructures and new proposed structures and infrastructures and taking into consideration inputs from topographical survey and in accordance with requirements stipulated in the relevant existing development standards, rules, regulations and policies.
- 2.2 During the process of designing the layout plans, due and continuous consultations are to be carried out with relevant authorities such as local planning authorities and utility organizations. Further note that the draft plan may not be submitted to the planning authorities for final approval without prior approval by the client. The client is to be briefed and comment as necessary at each and every stage of developing the layout plan,

- 2.3 The client approved detailed development layout plans are to be submitted in electronic format in PDF and 3-Dimension format. In addition 3 hard copies are to be submitted

PART 2: TORs Undertaking a Topographical Survey

The following is the scope and extent of work to be covered when undertaking a topographical survey of the land..

- 3.1 Review of the land policy, guidelines and regulations pertaining to a consultancy of this nature, so that the works can be undertaken without infringing on the existing rules and regulations.
- 3.2 The Surveyor shall be responsible for ascertaining the boundaries of the land to be surveyed. He shall purchase any survey drawings required from the Department of Surveys or any other source
- 3.3 National co-ordinate grid references.
- 3.4 Site cadastral pegs and boundary lines.
- 3.5 Contours at 0.25m intervals.
- 3.6 Spot heights on a 20m grid.
- 3.7 All underground (subsurface) and overhead services crossing the site, or running along the boundary in the near road reserve indicating their nature, size, material, heights, positions and invert levels.
- 3.8 Any registered servitudes.
- 3.9 Any trees whose trunk exceeds a girth of 300mm including a plot of their canopies.
- 3.10 Details of any natural physical features such as rock outcrops, depressions, watercourses etc.
- 3.11 Any trees whose trunk exceeds a girth of 300mm including a plot of their canopies.
- 3.12 Bench marks shall be established and clearly marked in identifiable positions and coordinated. The Surveyor shall be responsible to physically identify the Bench marks when necessary.
- 3.163 The submission shall be in the form of drawings to a scale of 1:500 or any other suitable scale. The drawings shall be submitted in electronic format both in AutoCAD and PDF or any other format to be directed by

the client. All survey points (x, y, z) shall be in ASCII Format with a defined layer of triangulation covering the entire works site. The data shall be in 3 –D. In addition, Three (3) hard copies are also to be submitted, properly binded.

3: PROJECT SPECIFIC CONDITIONS

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

Submission COLLAB LINK	https://collab.sadc.int/s/GPoopsfFxCTCr4K 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	Only submissions through the collab link will be accepted
Compliance to tender	The following shall constitute compliance to tender: • Valid Certificate of incorporation / Company registration certificate of the architectural firm . • Valid Tax clearance certificate of the architectural firm • Attendance of Compulsory site visit by representative of architectural firm. • Engagement of a registered land surveyor with minimum of 5 years experience. • And all other requirements as stated in the tender document
Date of Tender advertisement	23 January 2025, ZimbabweTime
Compulsory site visit date and time	29 January 2025 from 0900 hours to 11 hours , Zimbabwe Time
Deadline for Requests for Clarifications	04 February 2025 at 16:30 hours Zimbabwe Time

Deadline for the responses to the requests for clarifications	11 February 2025 midnight
Submission Deadline Date and time	26 February 2025 midnight or before Zimbabwe Time
Validity of Quotation	One Hundred Eighty (180) days
Duration of Contract	To be proposed by Bidder
Currency of Quotation	United States Dollars - USD
Payment Terms	Full Payment on completion of the work as indicated in the scope of works.
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.
Amount of Ascertained and liquidated damages	0.5% of contract amount for each month delayed
Limit of ascertained and liquidated damages	5% of contract amount
Form of Contract	SADC Standard Contract For Construction Works
Type of Contract	Fixed Price Contract

4: INSTRUCTIONS TO TENDERERS

The successful bidder shall be responsible for the following:

- i. Quality control, testing and surveying when required throughout the project.
- ii. Continuous safety during the construction, Contractor's labourers, inspectors, and any other persons on the site.
- iii. The Contractor is responsible to manage his operations in a safe manner and is responsible for maintaining the safety norms as defined by SADC RPTC representatives.
- iv. The contractor has to produce all test certificates from the manufacturer to SADC of all items involved in this project per specifications. The testing and acceptance criteria for all the materials shall comply as per relevant standards
- v. Continuous coordination with Local Authority and other stakeholders, if necessary to allow for smooth construction of the work as necessary.
- vi. The Contractor is responsible for preparing of staging area for construction operations including but not limited to areas for equipment parking, storage, maintenance facilities, and any other necessary areas required by the Contractor. Preparation of the staging area will include construction required to

bring necessary utilities to the site, which may include water, electricity as applicable.

- vii. The Contractor shall be responsible for his site offices (if any required), men and machinery, tools and tackles etc., at his own risk, cost and any other incidental expenses during the execution of work and till Completion.
- viii. The work to be carried out under the supervision of SADC RPTC.
- ix. The Bidder shall develop the shop drawings if necessary for the work as per the attached Scope of Work, specification and shall be submitted to SADC for their approval.
- x. Arrange all necessary materials, manpower, machinery, equipment, necessary supports like ladder etc., barricading wherever required, tools and tackles required for executing the works at its own cost. Access to the work area will be permitted only with safety gear (Safety shoes, safety helmet are mandatory);
- xi. Ensure the correctness and accuracy of the plot coordinates before start up the works.
- xii. Complete the Works in a professional manner;
- xiii. Be responsible for the timely completion of the Works as per the specifications , time lines and directions of SADC;
- xiv. Deploy required number of technically skilled, unskilled, qualified employees, supervisors, managers completing the Works at its own cost and expense, undertake, comply with and perform all its obligations;
- xv. Hold or obtain the relevant licenses if any from the governmental authorities;
- xvi. Obtain instruction/order before commencement of the Works, if applicable;
- xvii. Adhere to all the applicable laws and regulations; and
- xviii. Not to do or omit to do any act, deed or thing which may in any manner be violating any applicable law related to execution of the works.

5 : GENERAL TERMS AND CONDITIONS

The information contained in this TOR document or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of Southern African Development Community (SADC) or any of its employees or advisers, is provided to the Bidders on the terms and conditions set-out in this TD, and such other terms and conditions subject to which, such information is provided. Quotations are invited from Bidders who possess valid

statutory registrations and who are capable of undertaking the said scope of Work.

1. This TOR is neither an agreement, nor, an offer by SADC to the prospective Bidders or to any other person. The purpose of this TD is to provide the Bidders with the information, which may be useful to them, in the formulation of their Proposal. This TD includes statements, which reflect various assumptions and assessments arrived at by SADC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TD may not be appropriate for all the persons, and it is not possible for SADC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this TD. The assumptions, assessments, statements and information contained in this TD, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TD, and obtain independent advice from appropriate sources.
2. Information provided in this TD to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given, is not an exhaustive account of statutory requirements, and should not be regarded as a complete or authoritative statement of law. SADC accepts no responsibility for the accuracy, inaccuracy, or otherwise for any interpretation or opinion on the law expressed herein.
3. SADC, its employees and advisers make no representation or warranty, and shall have no liability to any person including any proposer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TD or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TD and any assessment, assumption, statement or information contained therein or deemed to form part of this TD or arising in any way in this award process.
4. SADC also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this TD. It is the responsibility of the Bidders to make their own assessments in preparing their Proposal.
6. SADC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TD.

- 7 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its quotation including, but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentation, which may be required by SADC or any other cost incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder, and SADC shall not be liable in any manner whatsoever, for the same, or, for any other costs or, other expense, incurred by any Bidder, in preparation or submission of the quotation, regardless of the conduct or outcome of the selection process.
8. SADC reserves the right to accept or reject any or all quotations; qualify or disqualify any or all Bidders without giving any reason. Further, SADC reserves the right to relax, change, review, revise or/and cancel the eligibility criteria and the TOR process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for TD does not give rise to any right in remedy, and is not an offer or invitation to offer.
9. SADC will not entertain any claim for expenses in relation to the preparation of any quotation pursuant hereto.
- 10.SADC at its absolute discretion, reserves the right, until the closure of the Quotation submission, to modify any proposed terms and conditions set-out in the TD as necessary, including but not limited to cancelling/withdrawing the TD, to meet its objectives and principles as set-out below in this section.
- 11.SADC reserves the right to accept or reject any or all quotations without assigning any reasons and is not obliged to correspond with the bidders in this regard. Further, SADC reserves the right to change/modify and / or cancel this process at any time without prior notice or without assigning any reasons whatsoever, and this shall be without prejudice to all its right to re-tender at any time in the future and in such case, bidders shall not have any claim arising out of such action.
- 12.SADC reserves the right to issue amendments to this document by issue of an addendum, at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 13.Pursuant to the response to this document, it is considered as unconditional acceptance of all the terms and conditions mentioned in this document.
- 14.All documents and other information submitted along with the quote shall remain or become the property of SADC.
15. The Bidder shall bear all costs associated with the preparation and submission of its quotation.
16. Liability: SADC shall not be liable or held liable for any loss, damage, expenses, costs or liability arising either directly or indirectly, arising out of this TD. Further, SADC shall not be held liable for any damage or loss caused to the bidder due to injury caused to the personnel.

17. Jurisdiction: The courts shall have the exclusive jurisdiction in this regard and the laws of Botswana shall be applicable.
18. Notice Address: Any notice to be made, must be in writing and may be given by facsimile, post or hand to either party to address communicated from time If required, proper barricading as per standards with prior approval of barricading material to be done before the start of work.
19. Necessary permissions & co-ordination with other Stakeholders to be taken prior to start of work.
20. Necessary signage with prior approval over the barricading needs to be placed prior commencement of work.
21. No dust & fumes from the work area shall spread excessively outside the working area.
22. Area surrounding the work area shall be cleared & cleaned after completion of the work on daily basis.
23. All precautions shall be taken to ensure no damage is caused to any property/equipment placed at the work area or surrounding area.
24. Any damage to the property shall be appropriately recovered.
25. Re-Instatement as in case after completion.
26. Ensure there should not be any hindrance to operation movements. Bidder should make alternate arrangements without any extra cost claim.
27. The Bidder is advised to visit and inspect the location and its surroundings, and obtain for itself on its own responsibility and cost, all information that may be necessary or required for preparation of the Proposal. Further, it shall be deemed that, the Bidder is aware of the facts, prior to submission of the proposal.
28. The Bidder shall provide the Rates as shown in the Bill of Quantities. The rates shall include all materials, labour and any other overheads such as : all design of shop drawings, preparation of sample/mockup, fabrication, conveyance and delivery to site, unloading, storing, and all labour in setting, fitting and fixing in position, all cutting and waste, return of packing's, tools and tackles, establishment charges, overhead charges, applicable taxes, and profit. The Unit Rates will be used for the purpose of ascertaining the price of variations and calculating the amounts of interim payments.

29. The Bidder shall provide work flow chart / work schedule / milestones. The Bidder shall designate a manager or a key person having relevant work experience as a single point of contact to interface with SADC on work progresses. The Manager or the key person once assigned shall be required to perform that function until the work is completed or unless SADC offers consent to a change such person.
30. Full Payment will be done after completion of the works as per the scope outlined in item 2 and Bills of Quantities.
31. The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of the Agency. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.
32. The bidder / contractor shall complete the entire works within the period stated in his proposal at time of submission from the date of issuance of commencement letter.
33. APPEALS
Bidders believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 7 of the SADC Procurement and Grants Guidelines Ver. August 2021.

6. EVALUATION OF TENDERS

6.1 SADC Tender Evaluation

The evaluation of tenders will be conducted by at least three (3) SADC officials appointed by the SADC Executive Secretary.

6.2 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 **Terms of Reference**. Those bids that do not meet the requirements will be considered “non-compliant” and shall be disqualified.

In stage two (2) tenders that are fully compliant shall have their Technical proposals evaluated and finally their Financial proposals evaluated. The financial proposals which shall be evaluated, will be only for those companies which have scored 70/100 and above in their technical proposals,

6.3 Evaluation Criteria

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

Table 6.3

EVALUATION AREA	WEIGHT
Technical Tender	70 %
Financial Tender	30%
TOTAL	100%

6.4 Technical Tender Evaluation Criteria

Table 6.4

Evaluation Area	Item Description	Total
Company profile of the Architectural Firm	Facilities owned by the company	10
	Curriculum vitae of company Directors	
Methodology & work	Technical content of the methodology	20

plan	Specifications and Codes of Practice	
	Project programme & work plan	
Qualification and Experience of proposed technical staff		
Project Architect	Architect – 1 No A person with a degree in architecture from a recognized university and minimum of 5 years' experience in similar projects and registered with the Architecture Registration Board or any other recognized architectural professional body	20
Project Land Surveyor	Land Surveyor - 1 No A person with a degree in Land Surveying from a recognized university and minimum of 5 years' experience in similar projects and registered with the Land Survey Registration Board or any other recognized land surveying professional body	20
Firm's Project Reference	Experience of the company , Architectural Firm , in undertaking projects of similar nature. List and elaborate all similar project undertaken.	20
Quality Assurance	Elaborate any quality assurance initiatives to be undertaken when executing the project.	10
GRAND TOTAL		100

1. Assessed Final Weighted Score

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

$$70\% \times \frac{\text{Technical Tender Score}}{100} + 30\% \times \frac{\text{Lowest Financial Bid}}{\text{Financial Bid of Tender}}$$

2. Acceptance of Tender

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

ANNEXURE A : BILLS OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE USD	AMOUNT USD
1	CONTRACTORS ESTABLISHMENT ON SITE				
	Fixed obligations for mobilization and demobilization of site.	Lump Sum			
Total Carried to summary					
2	TOPOGRAPHICAL SURVEY				
2.01	Undertake a topographical survey for the entire SADC RPTC plot as elaborated in the scope of works and other sections of these terms of reference and submit all the specified documents and or drawings emanating from the survey , in soft and hard copies	Lump Sum			
3	DETAILED DEVELOPMENT LAYOUT PLAN				
3.01	Prepare and Design a detailed development layout plan of SADC RPTC indicating existing structures and infrastructures and new proposed structures and infrastructures and taking into consideration inputs from topographical survey , and submit all specified documents in soft and hard copies				
Total Carried to summary					

SUMMARY

SECTION	DESCRIPTION	AMOUNT (USD)	
1	CONTRACTORS ESTABLISHMENT ON SITE		
2	TOPOGRAPHICAL SURVEY		
3	LAYOUT PLAN		

SUB-TOTAL		
ADD 14.5 % VAT		
TOTAL CARRIED TO FORM OF QUOTATION		

PROPOSED DURATION OF CONTRACT IN CALENDAR WEEKS	
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ANNEX B

SAMPLE ONLY CONTRACT TEMPLATE



STANDARD CONTRACT

For

WORKS

Contract Number:

.....
SADC PEACEKEEPING TRAINING CENTRE, HARARE, ZIMBABWE

Between

THE SADC SECRETARIAT
(‘The Contracting Authority’),

And

.....
(‘the Contractor’)

September 2024

FORM OF CONTRACT

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

Between,

SADC Secretariat having its principal place of business at the SADC Headquarters, Plot No. 54385, Central Business District, Private Bag 0095, Gaborone, Botswana (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 for SADC Regional Peacekeeping Training Centre , Harare , Zimbabwe 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) Tender Document including Bills of Quantities
 - (b) Contractor’s Bid
 - (c) Notification of Contract Award ,
 - (d) Acceptance to Award of Contract

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-----for the SADC Peacekeeping Training Centre , Harare , Zimbabwe 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----- 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: Please see item 2 : Scope of Works and Bills of Quantities

(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 United States Dollars 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 appointsthe Project Manager – 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) 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, Botswana 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 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.

(i) 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 below (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) Entitlements upon Termination

In the event of an early termination of the Contract under Sub-clauses j above, the Contractor shall be entitled to payments for the Work carried out up to the date of such termination as certified by the Contracting Authority through the Project Manager but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or consequential thereupon

(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

For the Procuring Entity	
Name:	Dr. Judith Kateera
Position:	Deputy Executive Secretary – Corporate Affairs
Place:	Gaborone
Signature:	
Date	

For and on behalf of the Contractor

For the Contractor	
Name:	
Position:	
Place:	
Signature:	
Date:	