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TENDER DOCUMENTS FOR A WORKS CONTRACT FOR  
THE PROCUREMENT OF THE

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**PROPOSED SADC STANDBY FORCE REGIONAL LOGISTICS  
DEPOT AT RASESA, BOTSWANA, TO ATTAIN INITIAL  
OPERATING CAPABILITY**

**TENDER NO: SADC/3/5/1/87**

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SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)


**04 DECEMBER 2023**

*John M. Mokoena*

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 <p>The logo of the Southern African Development Community (SADC) is circular, featuring the acronym 'SADC' in the center. The text 'SOUTHERN AFRICAN DEVELOPMENT COMMUNITY' is written around the top inner edge, and 'TOWARDS A COMMON FUTURE' is written around the bottom inner edge.</p>	<p><b>VOLUME 1</b></p> <p><b>SECTION 1</b></p>	<p><b>TENDERING PROCEDURES</b></p>
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## **SECTION 1: TENDERING PROCEDURES**

*John Mungo*

	<b>VOLUME 1: SECTION 1 TENDERING PROCEDURES</b>	<b>TENDER NOTICE AND INVITATION TO TENDER</b>
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Tender No. SADC/3/5/1/87

**TITLE OF THE CONTRACT: WORKS CONTRACT FOR THE PROPOSED SADC STANDBY FORCE REGIONAL LOGISTICS DEPOT AT RASESA BOTSWANA, TO ATTAIN INITIAL OPERATING CAPABILITY.**

- Tender offers are invited from contractors for the provision of a works contract for the construction of the proposed Standby Force Regional Logistics Depot at Rasesa, Botswana, together with all associated site works, to attain initial operating capability
- The Procuring Entity is Southern African Development Community (SADC) Secretariat, Private Bag 0095, Gaborone, Botswana.
- Procurement Method: **Open Bidding Method**
- Tenderers who are domiciled in Botswana should also be registered with the Public Procurement Regulatory Authority (PPRA) in the following categories:

**Code 01 (Building Construction Works and Maintenance), Sub-code 01 (Building Construction), Grade E**

For tenderers domiciled outside Botswana, similar trading documentation can be presented if any.

**To be eligible to participate in this tender, bidders must be in possession of relevant trading documentation defining the constitution or legal status, place of registration and principal place of business.**

- Tender documents are available free of charge from SADC website [www.sadc.int](http://www.sadc.int) .
- Queries relating to the issue of these documents shall be addressed to Head of Procurement Attention: Mr. Thomas Chabwera, email: [tchabwera@sadc.int](mailto:tchabwera@sadc.int), and copied to Mr. Purpose Chifani , email: [pchifani@sadc.int](mailto:pchifani@sadc.int), Mr. Grem Salima, email: [gsalima@sadc.int](mailto:gsalima@sadc.int) and Eng. Martin Malongo email: [mmalongo@sadc.int](mailto:mmalongo@sadc.int) . The closing date for receipt of requests for information and clarification shall be **23<sup>rd</sup> January 2024 at 1630Hours Botswana time.**

The deadline for issuing responses for clarifications is the **30<sup>th</sup> January 2024 by midnight Botswana Time.**

- A compulsory pre-tender clarification site meeting with representatives of the Procuring Entity will take place at Rasesa, Botswana on the **16<sup>th</sup> January 2024**. Bidders are supposed to assemble at SADC Head Office at 0900 hours, ready to go to Rasesa at 1000hrs, the site visit will commence from 1100-1300 hours. Bidders who arrive at the site after 1300hrs shall not be admissible. All costs in connection with attendance of the pre-tender clarification meeting shall be borne by the bidder.

- The Bid Submission Method is: One Envelope Submission Method in which a tenderers financial and technical offer is submitted together.

**TENDER No. SADC/3/5/1/87**


Bidders shall be submitting their bids electronically; the electronic bidding submission procedures shall be:

- a) Bids should be submitted electronically in PDF format through the link below:  
<https://collab.sadc.int/s/8MC3BMbRwAEj4oH>
- b) Bid submissions should be uploaded to the link provided above, as a single zipped folder, appropriately labelled, briefly referencing the company name and tender description.
- c) Bids should be submitted before the closing date and time as the bids submissions link will expire immediately upon the closing date and time, therefore late submissions will be rejected.

The closing time and date for receipt of tenders shall be the **16<sup>th</sup> of February 2024, by midnight Botswana Time.**

Tender offers received after the above specified date and time will not be accepted.

Notwithstanding anything in the foregoing, SADC Secretariat is not bound to accept the lowest or any tender offer, nor incur expenses in the preparation thereof.

	<b>VOLUME 1: SECTION 1</b>  <b>TENDERING PROCEDURES</b>	<b>TENDER DATA</b>
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**TITLE OF THE CONTRACT: WORKS CONTRACT FOR THE PROPOSED SADC STANDBY FORCE REGIONAL LOGISTICS DEPOT AT RASESA BOTSWANA, TO ATTAIN INITIAL OPERATING CAPABILITY.**

1.1	The Procuring Entity is the SADC Secretariat
1.2	<p>The eligibility criteria for tenderers are:</p> <p>For Botswana based companies, the tender is open for contractors registered with the Public Procurement Regulatory Authority (PPRA) in Botswana in the following categories:</p> <p>Code: 01 (Building Construction Works and Maintenance)  Sub-code: 01 (Building Construction)  Grade and financial ceiling: E</p> <p>For tenderers domiciled outside Botswana, similar trading documentation can be presented if any.</p> <p>To be eligible to participate in this tender companies domiciled outside Botswana must be in possession of relevant trading documentation defining the constitution or legal status, place of registration and principal place of business.</p> <p>For Botswana Based Companies, Tenderers are similarly advised that the following specialist works and associated works shall be carried out by domestic sub-contractors who are registered in the respective categories with PPRA as indicated below:</p> <p>Mechanical Engineering Works: Code 08 (Mechanical Engineering Works) Sub-codes 01 (Air Conditioning/Refrigeration Systems, 02 (Solar Water Heating), 04 (Fire Suppression Systems), 06 (Liquid Petroleum Gas Installations and Equipment), 07 (Low Pressure Water Systems), 10 (General Fabrication and Machine Shop Services and 11 (Pumps and Munchers),</p> <p style="padding-left: 40px;">Grade and Financial Ceiling: E</p> <p>Electrical Engineering Works: Code 02 (Electrical Engineering Works) Sub-codes 01 (Electrical Installations 02 (High Voltage Reticulation 06 (Fire Detection Systems)</p>



and 07 (security Systems installations (CCTC, Access Control, Alarms, etc.)

Grade and Financial Ceiling: E

For tenderers domiciled outside Botswana, similar trading documentation for proposed sub-contractors can be presented if any. The sub-contractors must be in possession of relevant trading documentation defining the constitution or legal status, place of registration and principal place of business.

1.3 A compulsory pre-tender clarification site meeting with representatives of the Procuring Entity will take place at Rasesa, Botswana on 7<sup>th</sup> December 2023. Bidders are supposed to assemble at SADC Head Office at 0900 hours, ready to go to Rasesa at 1000hrs. The site visit meeting will commence at 1100 hours, Botswana Time. Bidders who arrive at the site after 1300hrs shall not be admissible. The Attendance Register will be used to confirm proof of attendance by the bidder.

1.4 The offer price and the rates are to be stated in **US Dollars** (USD) currency. The tender is for a **fixed price contract**. The form of Contract to be used is **The SADC Works Contract and Special Conditions of Contract**. Bidders must read and understand the SADC Works Contract and Special Conditions of Contract as appended in this tender document.

1.5

- The tenderer is to submit documents in PDF format, as a single and zipped folder, labelled and briefly indicating the name of the bidder as well as the tender description to the link below; <https://collab.sadc.int/s/8MC3BMbRwAEj4oH>
- *Bidders are advised to submit their proposals during working hours for support in case of any technical problems. The technical support team will not be available after working hours.*
- *Kindly upload your file on the link as a zipped folder containing all your documents and label it with your name.*

1.6 The Procuring Entity's address and identification details to be shown on each tender offer package are:

SADC Secretariat, SADC House, Plot 54385, Central Business District, Gaborone, Botswana.

**"THE PROPOSED SADC STANDBY FORCE REGIONAL LOGISTICS DEPOT AT RASESA, BOTSWANA, TO ATTAIN INITIAL OPERATING CAPABILITY**

**TENDER No. SADC/3/5/1/87**

1.7 The closing time for submission of tender offers is:

**16<sup>th</sup> January 2024, at or before midnight midnight, Botswana time.**

1.8 Telephonic, telegraphic, telex, facsimile or emailed tender offers will **not** be accepted.

1.9 The tender validity period **is 360 calendar days**. The Project Duration **is 24 months**

1.10 The method of evaluation of this tender is:

**Least Cost Selection – Works Evaluation Method**

The construction period for this project is **24 months**. The tender is for a **fixed price contract**.

The evaluation process shall comprise of **3 Stages** as described hereunder:

**Stage 1: Preliminary Responsiveness/ Compliance with requirements**

The first phase of the evaluation will be an assessment of compliance/preliminary responsiveness of each tender received to establish the following:

That the tender is complete in all respects in accordance with general instructions to tenderers as contained in the tender document.

The following returnable documents **must** be completed and submitted with tender for compliance purposes:

- a) Copy of Valid Tax Clearance Certificate for the main contractor only
- b) Copy of valid Certificate of Incorporation or Company Registration for the main contractor only
- c) Duly completed Certificate of Authority of Signatory; for the main contractor only
- d) Duly completed Directors and Shareholders Declaration form for the main contractor only
- e) Form of Intent to provide a performance bond for the main contractor only.
- f) Copy of Joint Venture (JV) or Association agreement (if applicable); the agreement shall state the % value of works to be undertaken by each party.
- g) Attendance at the compulsory site meeting (Attendance Register is to be used to confirm whether the tenderer attended the compulsory site visit), for the main contractor only

- h) Duly completed Sworn statement sworn at Commissioner of Oath. In the case of a joint venture, all parties participating are required to complete the sworn statement.
- i) All bidders shall submit the **completed Bills of Quantities** (Volume 2) and the completed **signed Form of Tender** which is appended to the Bills of Quantities in the first instance, **without fail**. These documents will be put in a separate folder clearly marked "Financial Proposal". Failure to comply with this will lead to disqualification.
- j) Relevant trading documents as stated in section 1.2.

In addition to the above, the tender shall be checked to establish that it does not include any stipulation that the tenderer's own terms and conditions are to apply. No alteration additions, omissions or erasures are to be made to the printed text of any document in the tender documents unless specifically directed by the Procuring Entity.

Failure to comply or submit any of the above returnable documents will render the tender non-responsive and will be disqualified, and will not be eligible for consideration in the subsequent evaluation stage, i.e. Stage 2: Technical Evaluation:

Those tenders judged to be responsive and compliant in terms of Stage 1 shall be evaluated technically based upon the submission of information required below:

**Stage 2: Technical Evaluation**

(a) The technical evaluation criteria are :

**(i) Availability of Key Personnel – Submit CVs of Key personnel**

The Tenderer shall demonstrate that it will have the personnel for the key positions that meet the following requirements:

	<b>100% Compliance</b>	
	<b>Yes</b>	<b>No</b>
<b>Contracts Manager</b> – minimum Bachelor's degree in Civil Engineering or Architecture and a minimum of 10 years post-graduation experience.		
<b>Quantity Surveyor</b> – minimum Bachelor's degree in Quantity Surveying and a minimum of 10 years post-graduation experience.		

<b>Services Coordinator</b> – minimum Bachelor’s degree in electrical or mechanical engineering and a minimum of 10 years post-graduation experience.		
<b>Site Agent</b> – minimum Bachelor’s degree in Civil Engineering and a minimum of 10 years post-graduation experience.		

The tenderer is to submit **certified copies** of academic certificates and identification documents for the proposed key personnel.

For Botswana based companies all Engineers should be registered with Engineers Registration Board (ERB) and in possession of registration and practising certificates (certified by ERB).

Similarly, Architects should be registered with Architects’ Registration Council (ARC) and in possession of registration and practising certificates (certified by ARC).

Quantity Surveyors should be registered with Quantity Surveyors’ Registration Council (QSRC) and in possession of registration and practising certificates (certified by QSRC).

For companies domiciled outside Botswana , relevant registrations for proposed engineers, architects and quantity surveyors should be submitted from countries of operation.

Each CV of proposed project personnel **must** be accompanied by a signed Consent Form included in Volume 2 of the tender documents. Zero marks shall be awarded against a CV, which is not accompanied by a signed Consent Form.

**(ii) Experience of Tenderer on building projects**

Provide the following information for each of the projects mentioned above as per Experience of Tenderer form.

In support of the above, the tenderer must provide written references and certificate of practical completion of each project.

<b>Experience of Tenderer on building projects</b>	<b>Compliance</b>	
	<b>Yes</b>	<b>No</b>
Evidence that the bidder has successfully completed at least one building project of value of at least USD15 million		

**(iii) Quality Plan**

	<b>Compliance</b>	
	<b>Yes</b>	<b>No</b>
Clear plan and methodology for quality control procedures to be adopted		

**(iii) Management Plan**

	Compliance	
	Yes	No
Communication management/plan describing the system of communication and project performance documentation		
Organisational chart showing on-site and off-site ( head office) , management personnel		
Risk management plan		

**(iv) Outline Programme**

	Compliance	
	Yes	No
Works Programme , in Microsoft Project Software, showing key milestones , including the critical path		

**(v) Health & Safety Plan**

Adequate health & safety plan covering the following aspects:

	Compliance	
	Yes	No
Engagement of SHE officer with at least Diploma qualification in Occupational Health & Safety or equivalent and 2 years post –graduation experience.		
Covid-19 and HIV/AIDS issues in the work place		
Safe working systems		

Certified copies of academic certificates and CV for the SHE Officer **must** be attached to the Health & Safety Plan

*Handwritten signature*

**Bidders shall be required to attain a mark of "Yes" on all the compliance criteria listed under Stage 2 evaluation above to be able to progress to Stage 3 of evaluation.**

### **Stage 3: Evaluation of Financial Proposals**

#### **General Information**

Tenderers are advised that SADC Secretariat shall consider Proposals of tenderers who Pass Stage 2 only – Technical Evaluation under the Financial evaluation stage.

#### **Criteria for Evaluation of Financial Proposals:**

- All bidders shall submit the **completed Bills of Quantities** (Volume 2) and the completed **signed Form of Tender** which is appended to the Bills of Quantities in the first instance, **without fail**. These documents will be put in a separate folder clearly marked "Financial Proposal". Failure to comply with this will lead to disqualification.
- Arithmetic check – the tender will be checked for arithmetic errors. Tenderers will be notified in writing of any errors and asked if they wish to stand by their original bid.
- The bidder should consider the following items when preparing the financial proposal:
  - Pricing tendency throughout the Bills of Quantities (whether balanced, front- or back loaded). If this is noticed in the bid the tenderer shall be notified in writing and ask to explain the pricing approach.
  - Consistency of rates within trades.
  - Reasonableness of rates (i.e., accuracy and adequacy of rates) for:
    - Preliminaries and General Items
    - Selected key firm/fixed quantity items
    - Selected provisional quantity items
    - Establishing that the tenderer has allowed for all costs including Value Added Tax (VAT).

#### **Basis of Award**

Recommendation for award of contract shall be made for the lowest priced technically compliant bid.


REGIONAL PREFERENCE

Regional preference means an evaluation method through which the Procurement Entity grants bidders that are offering services, goods and works originating from the SADC Countries an advantage over the bidders offering similar services, goods and works originating from outside the SADC Countries. The Procuring Entity shall grant a margin of preference in the evaluation of bids, to companies from the SADC region when compared to bids from elsewhere. To qualify for regional preference, bids shall offer Works (labor and material) of at least fifty percent (50%) in contract value of SADC origin. These bids will be discounted, for the purpose of financial evaluation only, with fifteen percent (15%).

**Acceptance**

SADC Secretariat is not obliged to accept the lowest evaluated offer or any of the tenders submitted, or to incur expenses in the preparation of the tender offers.

## SECTION 2: RETURNABLE DOCUMENTS

	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>LIST OF RETURNABLE DOCUMENTS</b>
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### **LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete/submit the following returnable documents:


#### **1 Returnable documents for tender compliance purposes**

- Copy of valid Tax Clearance Certificate
- Copy of valid Certificate of Incorporation or Company Registration
- Duly completed Certificate of authority of signatory
- Duly completed Declaration by Directors and Shareholders
- Form of intent to provide a performance bond
- Copy of Joint Venture or Association Agreement (if applicable)
- Declaration of sworn Statement

#### **2 Returnable documents for tender evaluation purposes and for incorporation into the Contract**

- Curricula Vitae of Key staff proposed for this project, including Letters of Consent (to be completed and signed by all key staff proposed)
- Record of Addenda to Tender Documents
- Proposed Subcontractors
- Experience of Tenderer
- List of on-going projects
- Quality Plan
- Management Plan
- Health & Safety Plan
- Plant and Equipment Proposed for the Project
- Daywork Schedule

- Brand Names


	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>TAX CLEARANCE CERTIFICATE</b>
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## **TAX CLEARANCE CERTIFICATE**

Tenderers who are domiciled in Botswana must submit a copy of a valid Tax Clearance Certificate from the Botswana Unified Revenue Service (BURS).

Verification to be done on line through BURS website.


Companies domiciled outside Botswana must submit relevant **certified** tax payment certificate from country of origin.

	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>REGISTRATION WITH PPRA</b>
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**CERTIFICATE OF INCORPORATION OR COMPANY REGISTRATION**

Tenderers domiciled outside Botswana must submit certificate of incorporation or company registrations.



	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>CERTIFICATE OF AUTHORITY OF SIGNATORY</b>
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Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E OTHER

**A. Certificate for company**

I, \_\_\_\_\_, authorised representative of \_\_\_\_\_  
 \_\_\_\_\_, hereby confirm that by resolution of the board  
 Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, was  
 authorised to sign all documents in connection with this tender offer and any contract resulting  
 from it on behalf of the company.

**B. Certificate for partnership**

We, the undersigned, being the key partners in the business trading as \_\_\_\_\_  
 \_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_, acting in  
 the capacity of \_\_\_\_\_, to sign all documents in connection with the  
 tender offer for Contract \_\_\_\_\_ and any contract resulting from it  
 on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the partners. Attach additional pages if more space is required.

*[Handwritten signatures]*

Furthermore we attach to this Schedule a copy of the partnership agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all partners.

**C. Certificate for Joint Venture (Where applicable)**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms \_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for sole proprietor.**

I, \_\_\_\_\_, hereby confirm that I am the sole owner

of the business trading as \_\_\_\_\_

**E. Certificate for other.**

I, \_\_\_\_\_, hereby confirm that I am \_\_\_\_\_  
\_\_\_\_\_ of the business trading as  
\_\_\_\_\_


THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT

\_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 2022 \_\_\_\_\_, AT \_\_\_\_\_ AM / PM, THE DEPONENT HAVING  
ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS  
DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.

\_\_\_\_\_  
COMMISSIONER OF OATHS

CAPACITY:

	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>DECLARATION FORM</b> <b>FOR TENDERING</b> <b>PURPOSES</b>
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Declaration to establish that Directors, shareholders, partners, members have not participated through any other bid for the same tender.

**PART A**

I, \_\_\_\_\_ (full name), in my capacity as \_\_\_\_\_ (state position in Entity)

hereby declare that on my behalf, and on behalf of the owners, partners / directors/ shareholders /administrators and/or Other (Please specify) \_\_\_\_\_

of: \_\_\_\_\_ (name of Entity)

of: \_\_\_\_\_

\_\_\_\_\_ (Postal/physical address)

that, in connection with the enclosed tender,

All information contained herein is true and not misleading, and it is to the best of my knowledge factual and binding on the Entity and/or its Representatives. I state that the

(State Name of Entity) \_\_\_\_\_ and/or its representatives confirm that they have not, through other entities, participated in the same tender and offer the same products in response to the same items.

NOTE THAT: In the case of competing franchises, the franchises may bid for the same item but with different products. Item means the commodity required by the procuring entity indicated in the bidding document . Product means the commodity offered by the bidder.

I declare and confirm that the Entity and/or its Representatives have in fact not participated in the same tender and offered the same products in response to the same items, through any other registered company or other entity. I hereby provide a current list of Directors/ Administrators/ Partners/ Members and/or Shareholders for the Company/Partnership/ Society/Joint Venture/

Private Foundation/Statutory Body and/or other (Please specify) \_\_\_\_\_

	<b>DIRECTORS/MEMBERS/ PARTNERS NAME and/or Other (Please Specify).....</b>	<b>CAPACITY IN ENTITY</b>	<b>NATIONALITY</b>	<b>PERCENTAGE OF SHAREHOLDING</b>
1				



2				
3				
4				
5				
6				
7				

	SHAREHOLDERS NAME	NATIONALITY	PERCENTAGE OF SHAREHOLDING
1			
2			
3			
4			
5			
6			
7			

**If more space is required attach additional sheet. Note that public companies should state which stock exchange the company is listed under.**

I further acknowledge that should any of the directors, partners, and shareholders, members/administrators /(others please specify) be found to be associated in a similar or other manner in another company/entity, participating in this tender and offering the same products in response to the same items, this shall disqualify this Company/Partnership/ Society/Joint Venture/ Private Foundation/Statutory Body, and whichever company or other entity the said director/partner/shareholder/member and/or administrator is consequently involved in.

I further acknowledge that should the Company /Partnership/ Society/Joint Venture/ Private Foundation/ Statutory Body or any of its affiliates or subsidiaries be found to have participated in the same tender and offered the same products in response to the same items, the said Company/Partnership/ Society/Joint Venture/ Private Foundation/Statutory Body/(others please specify) and its affiliates and/or subsidiaries shall be disqualified.

The Company/Partnership/ Society/Joint Venture/ Private Foundation/ Statutory Body/(others please specify), through its agents, employees or directors has not illegally communicated with any member of the procuring entity, except as may be permitted in the relevant "instructions to tenderers" or by law.

The Company/Partnership/ Society/Joint Venture/ Private Foundation/Statutory Body/(others please specify), through its agents, employees, partners, members, administrators and/or directors has not paid or offered to pay any consideration, favour or promise to any member of the procuring entity or any person employed by the procuring entity.

I declare that this tender is submitted by us in our own right and we have not colluded in any way with any other potential tenderer in the production and submission of this tender other than in the establishment of a joint venture or sub-contractor arrangement as fully and correctly declared in the tender.

I acknowledge that if after the award of this tender any of these declarations are found to be false then any contract(s) between ourselves and the procuring entity shall be terminated forthwith and we may be barred from future tendering for government services and liable to possible prosecution.

I confirm that our entity has undertaken not to collude to withdraw from a tender award, only for the reason that an unsuccessful bidder be awarded the tender. I confirm further that the entity has undertaken not to engage in frivolous complaints and litigation that frustrates project implementation.

SIGNED: ..... NAME: .....

DATED:.....

.....

Entity Stamp



**PART B**

1.The declaration shall be signed by all Businesses tendering for reserved contracts and contracts subject to preferences, as a condition of each tender.

**Definition**

2.The following definitions shall apply to this declaration:

- **Control:** the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of managerial and financial authority and power in determining the policies and directing the operations of the business.
- **Net Amount:** the financial value of the Contract at the time of the award of the Contract, exclusive of sales tax which the law requires the Employer to pay to the Contractor.
- **Owned:** Having all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest or shareholding as demonstrated by an examination of the substance as well as the form of ownership arrangements

3.The company operates banking and savings accounts, the only authorised signatories are:

- |                                   |                       |
|-----------------------------------|-----------------------|
| i. ....                           | .....                 |
| (Bank Name and Name of signatory) | (Omang No. /Passport) |
| ii. ....                          | .....                 |
| (Bank Name and Name of signatory) | (Omang No. /Passport) |
| iii. ....                         | .....                 |
| (Bank Name and Name of signatory) | (Omang No. /Passport) |
| iv. ....                          | .....                 |
| (Bank Name and Name of signatory) | (Omang No. /Passport) |

4.Undertakings

5.Sanctions relating to reserved treatment

6.All the shareholders of .....(Name of company) have read this declaration and agree to its contents.

- a) All the shareholders hereby give consent verification of the information provided above and understand that this may include but not limited to the verification of assets, liabilities, accounts, bonds and undertake to notify the competent authorities of any change to the information provided in this Declaration within seven days of such occurrence.
b) I understand and declare that each matter here deposed to is essential for the tender validity of..... (Name of company)

NB: The Procuring Entity reserves the right to confirm the authenticity of the information provided above.

THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022, AT \_\_\_\_\_ AM / PM, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.

\_\_\_\_\_  
COMMISSIONER OF OATHS

CAPACITY:.....

Stamp

Table with 3 columns: Logo of SADC Standby Force, VOLUME 1: SECTION 2 RETURNABLE DOCUMENTS, FORM OF INTENT TO PROVIDE A PERFORMANCE BOND

**FORM OF INTENT TO PROVIDE A PERFORMANCE BOND**

Handwritten signature

**Note: Performance bonds may be provided only by a bank or a financial institution registered in Botswana with Non-Bank Financial Institutions Regulatory Authority (NBFIRA)**

It is hereby agreed that a Performance Bond worded exactly as the pro forma provided in Section 3 of Volume 1 of the tender documents will be provided by the Surety named below, which shall be a bank or financial institution registered in Botswana.

For the rest of SADC Countries, banks which are approved to provide a performance bond, must have a corresponding bank in Botswana.

Name of Surety  
(Bank/Financial Institution)

Address

Tenderer

Name

Signature

Capacity

Date

CONFIRMED BY Surety's Authorised Representative

Signature


Name

Capacity

On behalf of Surety/Bank

Address of Surety/Bank


Date

	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>CURRICULUM VITAE OF KEY PERSONNEL</b>
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<b>Name:</b>	<b>Date of Birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Current Position:</b>	<b>Years with the Company:</b>
<b>Position to be held in this Contract:</b>	
<b><u>Qualification and Experience:</u></b>	
<b><u>Education:</u></b>	
<b><u>Professional Membership:</u></b>	
<b><u>Experience Record:</u></b>	
<b><u>Languages:</u></b>	
<b><u>Certification:</u></b>	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	<b>Date:</b> _____
[Signature of Owner of the CV]	

**Note:** The Tenderer **must** submit certified copies of academic certificates and identification documents for the proposed key personnel. The Tenderer is to attach separate sheets for each member of the proposed key staff and use as many sheets as necessary. Duly completed letter of consent shall be attached to the CV.

	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>LETTER OF CONSENT</b>
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**LETTER OF CONSENT**

I \_\_\_\_\_ citizen of \_\_\_\_\_ ID/Passport No. \_\_\_\_\_ valid up to \_\_\_\_\_, whose CV has been listed under Key Personnel above, do hereby offer my full consent to work on the **PROPOSED STANDBY FORCE REGIONAL LOGISTICS DEPOT AT RASESA, BOTSWANA, TO ATTAIN INITIAL OPERATING CAPABILITY**, with the Company/Contractor named \_\_\_\_\_, that intends to submit a tender for the abovementioned project.


**I also confirm that I have neither offered nor will offer my consent to any other firm to work for any other project until the expiry of the validity of the proposal or the award of the contract whichever is later.** However, if the above-mentioned firm is successful in winning this contract, I shall be available for the full duration of the contract.

\_\_\_\_\_  
Signature of Consenter

\_\_\_\_\_  
Date

*Each member of the proposed key staff **must** fill and sign a Letter of Consent.*



	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>RECORD OF ADDENDA TO</b> <b>TENDER DOCUMENTS</b>
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**RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Procuring Entity before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		


Attach additional pages if more space is required.

Signed ..... Date.....

Name ..... Position.....

Tenderer .....



	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>PROPOSED SUB-CONTRACTORS</b>
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We notify you that it is our intention to employ the following subcontractors in this contract:  
 If we are awarded the contract we agree that this notification does not change any contractual obligation for us to submit the names of proposed Subcontractors. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of the proposed Subcontractor	Nature and extent of work to be carried out by the sub-contractor	Previous experience with Subcontractor (Projects)
1.			
2.			
3.			
4.			
5.			


Attach additional pages if more space is required.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Tenderer: \_\_\_\_\_



	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>EXPERIENCE OF TENDERER</b>
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The following is a format of statement of similar works successfully executed previously by myself/ourselves:

**Completed Projects (Past performance)**

Employer, contact person and email.	Description of contract	Value of work (USD)	Commencement date and date of completion

**NOTES:**


1. Attach additional sheets as necessary.
2. Copies of written references and practical completion certificates to be attached for all listed projects. Reference must state value of the completed project.

We have no objection to the client or his agents contacting persons stated in the above schedules about our COMPLETED project(s)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Tenderer: \_\_\_\_\_

	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>ON-GOING PROJECTS</b>
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The following is a format of statement of our ongoing projects:

**On-going Projects (to assess capacity)**

Employer, contact person and email	Description of contract	Value of work (USD)	Commencement date, date of completion

**NOTES:**

1. Attach additional sheets as necessary.
2. Copies of letter of award of tender/project to be attached


We have no objection to the client or his agents contacting persons stated in the above schedules about our ONGOING project(s)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_



Tenderer: \_\_\_\_\_


	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>QUALITY PLAN</b>
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**Note to tenderers:** Please provide details of your quality plan here. Alternatively, you may attach a copy of your quality plan.

The Quality Plan Document is to include the following topics:

- Quality Procedures
- Adequacy of the plan taking into account the scope of works and covering the following:
  - Roles and Responsibilities
  - Monitoring and reporting procedures
  - Project specific inspections and tests
  - Procedures for dealing with defects


*John August*

	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>MANAGEMENT PLAN</b>
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**Note to tenderers:** Please describe the management arrangements for the work in this contract. You are requested to include:

1. An organisation chart showing onsite and off-site ( head office ) management personnel
2. Communication management/plan describing the system of communication and project performance documentation.
3. Risk Management plan
4. Human Resources plan detailing how the project team/workers will be acquired



	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>HEALTH AND SAFETY PLAN</b>
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<b>Health and safety – Competence and resources</b>	
<p><b>1.</b></p>	<p>The procedures we propose to adopt for developing and implementing a Health and Safety Plan are:</p>
<p><b>2.</b></p>	<p>Our proposed approach and time allowance to deal with the high risk areas, particularly _____ identified in the Scope of Work, are:</p>
<p><b>3.</b></p>	<p>We have allowed the following time period from acceptance of this tender offer for the development of a construction-phase Health and Safety Plan:</p>

<b>4.</b>	Provide details and guidance that the contractor will provide for  i) Covid-19 issues in the work place.  ii) H.I.V / A.I.D.S issues in the work place.  (ii) Engagement of SHE officer  (iii) Health & Safety training and awareness activities  (iv) Safe working systems
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Attach additional pages if more space is required.


**We confirm that the foregoing responses will enable us to comply with the requirements of all Health and Safety legislation.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>PLANT &amp; EQUIPMENT</b>
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**PLANT AND EQUIPMENT PROPOSED FOR THE PROJECT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will be available for this contract or will acquire or hire for this contract if my/our tender is accepted. Certified copies of Motor Vehicle Registration Books must be attached for owned equipment or plant where applicable, and for equipment to be hired, a statement of intent to lease to the tenderer must be attached from plant Hire Company listing type of equipment to be leased.

(a) Details of major relevant equipment immediately available for this contract:

Quantity	Description, size, capacity etc.

Attach additional pages if more space is required

(b) Details of major relevant equipment that will be hired, or acquired for this contract if my/our tender is accepted.

Quantity	Description, size, capacity etc.

Attach additional pages if more space is required




Signed

Date

Name

Position

Tenderer

	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>DAYWORK SCHEDULE</b>
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**DAYWORK SCHEDULE**

Note to tenderers:

The Tenderer is to insert below the percentage additions to be applied on the proven costs of Materials, Plant and Labour to cover the costs of supervision and overheads & profit on variations instructed by the Engineer which are to be executed on a daywork basis.

<b>DAYWORK RATES</b>	
	<b>Percentage addition on proven cost</b>
<b>Materials:</b>	_____ %
<b>Plant:</b>	_____ %
<b>Labour:</b>	_____ %



	<b>VOLUME 1: SECTION 2</b> <b>RETURNABLE DOCUMENTS</b>	<b>BRAND NAMES</b>
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**BRAND NAMES**

Throughout the Bill of Quantities there are references to specific products and/or manufacturers /suppliers accompanied by the term “or equal and approved”. The use of a specific brand name and/or manufacturer/supplier must not be construed to mean that the tender is to procure materials or products exclusively from the said manufacturer/supplier. Rather, the mention of a specific material or product has been used as a benchmark for the tenderer to procure materials or products that conform to the required performance specifications.

In procuring the materials or products so described, the Tenderer is strongly advised to consult with his materials suppliers to ensure that any alternative materials or products that are equal and approved do indeed conform to the required performance specification of SANS, BOBS, ISO or any other standard in reference. The Contractor will be required to provide proof that any alternative materials or products will conform to the required standards, and that they are cost effective without compromising on quality. The Tenderer’s basic price list (where applicable) need not make reference to the specific benchmark material or products in the Bill of Quantities but the product used as an alternative must be specified in the list and must be of at least an equal standard to the benchmark product.

The use of brand names is a standard practice in specifying materials and products in the construction industry, but this is not intended to restrict the Tenderer in the procurement of materials or products, a choice that is entirely the tenderer’s own within the set parameters of performance and quality as demanded by the Client. The term **Approved** is also not to be construed as to mean approval by a consultant, but rather an approval as outlined by the relevant standards mentioned above.

This does not in any way absolve the Tenderer from the contractual obligations to provide catalogues, samples and tests of any equal and approved materials and products if the tenderer is awarded the contract.

The tenderer confirms that the above has been read and fully understood and confirms this by signing and stamping below with the Company stamp. The tenderer is strongly advised to use locally manufactured products that conform to the requisite performance specification where applicable.

It is emphasised that the tenderer is required to strictly adhere to the above procedure and sign below:

Dated this.....day of.....20.....

Name.....

Signature.....

In the capacity of.....

Authorised to sign tenders for and on behalf of.....



## TEMPLATE OF THE SWORN STATEMENT

**(To be signed by all parties participating in of a joint venture or consortium.)**

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

<Date>

To: Southern African Development Community (SADC) Secretariat

CBD Plot 54385

Gaborone, Botswana

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 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 the above.

We are aware that the penalties set out in the Procurement Policy may be applied in the case of a false declaration, should the contract be awarded to us.

Yours sincerely,

Signature [In full and initials]:

Name and Title of Signatory:

	<b>VOLUME 1</b> <b>SECTION 2</b>	<b>SADC WORKS CONTRACT AND SPECIAL CONDITIONS OF CONTRACT</b>
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**STANDARD CONTRACT FOR WORKS**

**Contract Number: SADC/3/5/1/87**

**For  
PROPOSED SADC STANDBY FORCE REGIONAL LOGISTICS DEPOT AT RASESA,  
BOTSWANA TO ATTAIN INITIAL OPERATIONAL CAPABILITY.**

**Between**

**THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) SECRETARIAT**

**(‘The Contracting Authority’),**

**And**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

**(‘the Contractor’)**



(d) Acceptance of Award of Contract

(e) Construction drawings and technical specifications

2.2 The various documents making up the Contract shall be deemed 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. Effective date and contract period**

3.1 This Contract shall take effect on the date of the last signature of either Party and this date shall be the Effective Date.

3.2 Commencement of implementation of the Contract shall be the same as the Effective Date of the Contract.

3.3 The Contractor shall execute and complete the Works within the period of 24 months from the date of commencement of Works as indicated in writing by the Project Manager.

3.4 Notwithstanding the provision of Sub-clause 3.3, the Contracting Authority may, through Project Manager, 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>3.12.3</b>	<b>3.12.3 Processing of Personal Data</b>  3.12.3.1 For the avoidance of doubt, references to the term Personal Data shall only apply to Personal Data processed in the course of the performance of the obligations imposed on the Contractor pursuant to or under the Contract.  3.12.3.2 The Contractor shall: (a) Process Personal Data provided by the Contracting Authority for fulfilling specific obligations and instructions from the Contracting Authority as set out in the Contract. (b) Comply with all Applicable Data Protection Law when Processing Personal Data; (c) Not utilize Personal Data transferred to it by the Contracting Authority for any other purpose than provided in the Contract. (d) Keep the Personal Data confidential and not disclose it to third parties or in any other way use the Personal Data in contravention of the provisions of the Contract; and
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	<p>(e) Ensure that any of its personnel, agent, or sub-contractor who may have access to the Personal Data, commit themselves to confidentiality of the Personal Data processed under the Contract unless they are under an appropriate statutory obligation of confidentiality.</p> <p><b>1.12.3.3 Data Subject Rights</b></p> <p>3.12.3.3.1 The Contractor shall assist the Contracting Authority by implementing appropriate technical and organisational measures for the fulfilment of the Contracting Authority's obligations to respond to requests by Data Subjects in respect of Personal Data.</p> <p>3.12.3.3.2 The Contractor shall:</p> <p>(a) Promptly notify the Contracting Authority if it receives a request from a Data Subject in respect of the Personal Data;</p> <p>(b) Ensure that it does not respond to any request except on the documented instructions of the Contracting Authority.</p> <p>(c) Promptly notify the Contracting Authority if it receives any communication from any Supervisory or Regulatory Authority in connection with the Personal Data; and</p> <p>(d) Promptly notify the Contracting Authority if it receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.</p> <p><b>3.12.3.3.4 Transfer of Personal Data</b></p> <p>3.12.3.3.4.1 The Contractor shall not transfer or authorise the transfer of Personal Data outside the country of the Contracting Authority without prior written authorisation of the Contracting Authority.</p> <p>3.12.3.3.4.2 Subject to clause SC 3.12.3.3.4.1 above, Personal Data may only be transferred to a jurisdiction or international organisation that ensures adequate level of protection. If Personal Data processed under the Contract is transferred outside of the country of the Contracting Authority, the Contractor as Data Processor shall ensure that there are appropriate safeguards to protect the Personal Data.</p> <p>3.12.3.3.4.3 The Contractor shall ensure the following before transferring Personal Data:</p> <p>(a) The party receiving the Personal Data will apply a protection level equivalent to or higher than the measures set out in the Applicable Data Protection Laws;</p> <p>(b) The party receiving the Personal Data has appropriate safeguards if the third country does not provide adequate level of protection;</p> <p>(c) Processing of Personal Data by the party receiving it is restricted to the purpose authorised by the Contracting Authority; and</p> <p>(d) The transfer of Personal Data is compatible with the reasonable expectations of the Data Subject.</p> <p><b>3.12.3.3.5 Information Security</b></p> <p>3.12.3.3.5.1 The Contractor must implement all appropriate technical and organisational measures necessary to ensure a level of security as required under the SADC Protection of Personal Data Policy and Applicable Law.</p>
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	<p>3.12.3.3.5.2 The Contractor undertakes to inform the Contracting Authority of the technical and organisational measures it will implement to protect the Personal Data processed on behalf of the Contracting Authority.</p> <p>3.12.3.3.5.3 The Contractor must inform the Contracting Authority of any changes that could affect the protection of Personal Data before implementing such changes.</p> <p><b>3.12.3.3.6 Personal Data Breach</b></p> <p>3.12.3.3.6.1 The Contractor must immediately notify the Contracting Authority of any security compromise or data breach which involves Personal Data.</p> <p>3.12.3.3.6.2 The Personal Data breach notification from the Contractor must provide sufficient information to allow the Contracting Authority to meet any obligations or to report or inform the affected Data Subjects.</p> <p>3.12.3.3.6.3 The notification must provide the following information:</p> <ul style="list-style-type: none"><li>(a) a description of the nature of the data breach.</li><li>(i) a list of Data Subjects affected; and</li><li>(ii) the security measures implemented or to be implemented to address the data breach.</li></ul> <p>(b) The Contractor shall cooperate with the Contracting Authority and take reasonable steps as directed by the Contracting Authority to assist the investigation, mitigation, and remediation of such Personal Data breach.</p> <p><b>3.12.3.3.7 Records</b></p> <p>3.12.3.3.7.1 The Contractor shall maintain complete, accurate and up-to-date written records of all Data Processing carried out under or in connection with the Contract.</p> <p>3.12.3.3.7.2 The records maintained by the Contractor shall contain the following information:</p> <ul style="list-style-type: none"><li>(a) The name and contact details of the Contractor's representative or the Data Protection Officer, if any.</li><li>(b) The categories of Data Processing carried out on behalf of the Contracting Authority.</li><li>(c) Where applicable, details of any transfers of Personal Data, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred together with details of the appropriate safeguards put in place; and</li><li>(d) A general description of the security measures implemented by the Contractor.</li></ul> <p><b>3.12.3.3.8 Sub-Processing</b></p> <p>The Contractor shall ensure that any Sub-Contractors processing Personal Data shall do so lawfully and in line with this Clause, where applicable.</p> <p><b>3.12.3.3.9 Deletion or Return of Personal Data</b></p> <p>3.12.3.3.9.1 Upon the expiration of the Contract, or termination of the Contract pursuant to Clause GC 30, the Contractor shall immediately cease processing Personal Data under its possession or control.</p> <p>3.12.3.3.9.2 Within 10 (ten) days following the date of expiration or termination of the Contract, the Contractor shall, at the written direction of</p>
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	<p>the Contracting Authority, securely return or delete Personal Data including any copies of it.</p> <p>3.12.3.3.9.3 The Contractor shall provide the Contracting Authority with written certification that it has fully complied with the provisions of this Clause.</p> <p>3.12.3.3.9.4 If the Contractor is required by law to retain the Personal Data, the Contractor shall advise the Contracting Authority accordingly.</p>
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#### 4. Works

4.1 In consideration of the payments to be made by the Contracting Authority to the Contractor as stated in Clause 5 below, the Contractor undertakes to execute and complete the Works namely proposed SADC Standby Force Regional Logistics Depot and Rasesa Botswana to attain Initial Operational Capability, and remedying of defects therein in full compliance with the provisions of this Contract. The work shall be carried out as detailed in the Scope of Work as captured in the Bidder's Proposal attached herein as Annexure A.

4.1 The scope of work consists of the following buildings and associated civil works, electrical installations and mechanical services installations

- Guard House at the main entrance
- Administration Block
- Vehicle Maintenance Workshop
- Warehouses (2No.)
- Electrical Substation House
- Pump House
- On-site infrastructure works.
- Off-site infrastructure works.

#### 5. Contract Price and Payment

5.1 In consideration for the Contractor's execution and completion of the Works and remedying of defects therein, the Contracting Authority shall pay the Contractor an amount of **USD XXXXXXXX** (XXXXXXXXXX) inclusive of 14% Valued Added Tax.

5.2 This is a fixed price contract therefore the price shall be fixed for the duration of the Contract.

- 5.3 Subject to Sub-clause 5.7 below, payments shall be made according to the Bills of Quantities in the Tender Documents and Contractors Bid and Sub-Clause 4.
- 5.4 Payment shall be made in United States Dollars to the Contractor's account disclosed in Contractor's invoice.
- 5.5 Advance payment shall not be applicable in this Contract.
- 5.6 Payments shall be made in arrears based on an invoice submitted to the Contracting Authority and shall be paid within 60 days of receipt and approval of the invoice by the Project Manager, and subject to the Contractor having complied with its obligations as stated in this Contract. Minimum amount of interim payments is 5 % of the contract price.
- 5.7 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 Works were performed and accepted by the Contracting Authority.
- 5.8 Notwithstanding the provisions of this Sub-clause 5.7, 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.

**6. Retention Money**

An amount equivalent to five percent (5%) of the certified gross value of Works done will be deducted and held by the Contracting Authority as Retention Money. 100% of the Retention Money shall be released upon issuance 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.

**7. Defect Rectification / Liability period**

The defect rectification/liability period shall be twelve (12) months from issuance of the Practical Completion Certificate by the Project Manager.

## 8. Status of the Contractor

- 8.1 For the duration of the Contract, the Contractor and its personnel shall have a status similar to the Procuring Entity's independent contractor. Neither Contractor nor Contractor's personnel shall be deemed as employees of the Contracting Authority for purposes of this Contract, nor shall be entitled to any SADC employee benefit or insurance programs.
- 8.2 The Contractor shall be responsible for paying any tax and social security contributions in her country of residence for any activity deriving from this Contract. Such costs shall be assumed included in the Contractor's fees under this Contract.
- 8.3 The Contractor shall be responsible for paying any taxes resulting from the activities performed under this Contract imposed to the Contractor in the country of the assignment.
- 8.4 The Contractor shall have the sole responsibility and liability under this Contract for injuries to Contractor or Contractor's employees, including responsibility to provide appropriate workers compensation insurance. Contractor hereby warrants to SADC Secretariat that Contractor is in compliance with any applicable workers compensation insurance law.

## 9. Project Manager

- 9.1 The Contracting Authority appoints the below person to be its Project Manager for the purposes of this Contract;

**The Project Manager**  
**Engineer Martin Malongo**  
Southern African Development Community (SADC)  
Plot 54385 New CBD  
Private Bag 0095  
Gaborone,  
BOTSWANA  
Tel: +267 361 1015  
Email: [mmalongo@sadc.int](mailto:mmalongo@sadc.int)

9.2 The Contracting Authority appoints the below person to be its Project Director for the purposes of this Contract;

**The Project Director**

**Prof. Kula I Theletsane**

Southern African Development Community (SADC)

Plot 54385 New CBD

Private Bag 0095

Gaborone,

BOTSWANA

Tel: +267 361 1015

Email: [ktheletsane@sadc.int](mailto:ktheletsane@sadc.int)

9.3 The Project manager shall be the first point of contact for operational implementation and shall oversee operational implementation of the project on a day-to-day basis. The Project manager shall check invoices, check progress reports, chair progress meetings, and provide technical guidance where necessary. . A team of consultants will assist the project manager.

9.4 The Project Director will approve reports submitted by the Contractor, approve invoices, and provide technical guidance where necessary.

9.5 The Contractor appoints the below person to be its Project Manager for the purposes of this Contract.

**The Project Manager**

XXXXXXXXXXXXXXXXXXXXXX

**10. Liquidated Damages**

Except where an extension is granted pursuant to Sub-clause 3.4 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.

**11. Force Majeure**

11.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so

impractical as reasonably to be considered impossible in the circumstances, and include, but is not limited to, pandemics or epidemics, war, riots, civil disorder, earthquake, fire, explosion, storm, adverse weather conditions, strikes, lockouts or other industrial action.

- 11.2 A failure of a Party to fulfil any of its obligations herein shall not be considered to be a breach of, or a default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 11.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 11.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 11.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 11.6 During the period of their inability to perform the Works as a result of an event of Force Majeure, the Contractor, upon instructions by the Contracting Authority, shall either:
- (i) demobilize, in which case the Contractor shall be paid fees for the Works carried out in terms of this Contract; or
  - (ii) continue with the Works to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract.
- 11.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure and its impact on the implementation of obligations herein, the matter shall be settled in accordance with Clause 13 below.

## 12. Termination

### 12.1 Termination by the Contracting Authority

The Contracting Authority may terminate this Contract in case of the occurrence of any of the events specified in either of 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 if:

- (a) 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) 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) the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) 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) 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) as the result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than fifteen (15) days;
- (g) the Contracting Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

## **12.2 Termination by the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) days' written notice to the Contracting Authority, if:

- (a) the Contracting Authority 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) the Contracting Authority fails to comply with any final decision reached as a result of arbitration proceedings; or

- (c) as the result of Force Majeure, the Contracting Authority is unable to perform its obligations under this Contract for a period of not less than fifteen (15) days.

### **12.3 Entitlements upon Termination**

In the event of an early termination of the Contract under Sub-clauses 12.1 or 12.2. above, the Contractor shall be entitled to payments for the Works 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.

## **13. Dispute Resolution and Applicable Law**

- 13.1 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.
- 13.2 In the event that, through negotiation, the parties fail to amicably resolve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by way of arbitration.
- 13.3 The arbitration process shall commence by either party issuing to the other a request to submit the dispute to arbitration.
- 13.4 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 7 days of the appointment of the arbitrators the third arbitrator has not been appointed, either party may request the appointing authority agreed by the parties to appoint the third arbitrator.
- 13.5 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 third 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.
- 13.6 If within 15 days of receipt of the request for arbitration under Sub-clause 13.3 above either party has not appointed an arbitrator, the other party may request the Institute of Arbitrators, Botswana to appoint the sole arbitrator.
- 13.7 The procedure of arbitration shall be fixed by the arbitral tribunal or sole arbitrator, which or who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.

13.8 The decisions of the arbitral tribunal or sole arbitrator shall be final and binding upon the parties.

13.9 The arbitration shall take place in Gaborone, Botswana and the arbitral tribunal or sole arbitrator shall apply general principles of contract law to determine merits of the dispute.

**14. No Waiver**

No forbearance shown or granted to the Individual Consultant, unless in writing by an authorised officer of the Procuring Entity, shall in any way affect or prejudice the rights of the Procuring Entity or be taken as a waiver of any of these Terms.

**15. Variations**

Any variation to these terms or the provisions of the Annexes shall be subject to a written Addendum and be signed by duly authorized signatories on behalf of the Individual Consultant and the Procuring Entity respectively.

**16. Governing Law**

This contract shall be governed by, and shall be construed in accordance, with Botswana law.

**17. 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.

**18. Amendment**


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 authorised, have signed this Agreement, in two (2) originals in the English language all copies being equally authentic.

For the Contracting Authority		For the Contractor	
Name :		Name :	

<b>Position :</b>	<b>Deputy Executive Secretary- Corporate Affairs</b>		
<b>Signature:</b>		<b>Signature:</b>	
<b>Place :</b>	<b>Gaborone</b>	<b>Place :</b>	
<b>Date:</b>		<b>Date :</b>	


- Annex 1: Tender Document - Bill of quantities**
- Annex 2- Contractor’s Bid and Contractors filled BOQ**
- Annex 3- Notification of Contract Award**
- Annex 4- Acceptance to Award of Contract**
- Annex 5- Construction Drawings and Technical Specifications**

	<b>VOLUME 1</b>  <b>SECTION 3</b>	<b>CONTRACT DATA</b>
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## SECTION 3: CONTRACT DATA

*[Handwritten signatures]*

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	<b>VALUME 1: SECTION 3 CONTRACT DATA</b>	<b>PRO FORMA PERFORMANCE BOND</b>
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**PRO FORMA PERFORMANCE BOND**

CONTRACT NO. \_\_\_\_\_

CONTRACT DESCRIPTION \_\_\_\_\_

ESTIMATED PERIOD OF CONTRACT \_\_\_\_\_

AMOUNT OF GURANTEE \_\_\_\_\_

NAME OF PRINCIPAL \_\_\_\_\_

NAME OF CONTRACTOR \_\_\_\_\_

TO SADC Secretariat

I, the undersigned.....  
 in my capacity as .....  
 being duly authorized hereto by.....  
 do hereby irrevocably bind the said .....  
 (thereinafter called the 'the Guarantor') as surety in solidum and co-principal debtor, for the due performance of the contract by the contractor, and for all loses, damages and expenses suffered by the principal as a result of non performance of the contractor by the contractor , provided that the maximum sum claimable under this guarantee shall be USD..... I undertake on behalf of the said Contractor to pay on first demand from all defences, upon receipt of a certificate from the Commissioner General, Botswana Unified Revenue Service that such amounts is payable by the contractor to the Principal.

This surety ship is entered into under renunciation of the legal exceptions and benefits ORDINIS SEU EXCUSSIONS SEU DIVISIONIS, with the full meaning and effect of which I acknowledge myself to be familiar.

The expiry date for this Performance Bond shall be thirty days after the issue of the Performance Certificate in terms of the Contract.

SIGNED AT.....ON THE.....DAY OF .....20.....

.....  
 AUTHORISED SIGNATORY  
 COMPANY SEAL OR STAMP.

As Witnesses  
 (1).....  
 (2).....





**VOLUME 1: SECTION 3  
CONTRACT DATA**

**PRICING INSTRUCTIONS**

**PRICING INSTRUCTIONS**

**PRICES AND NET MEASUREMENTS:**

Prices throughout the Bill of Quantities shall include for all obligations arising out of this Contract and, unless otherwise specified, shall include for making, conveying, delivering, unloading, storing, unpacking, hoisting, setting, fitting, fixing in position, cutting, waste, patterns, models and templates, plant, temporary works and return of packing.

Work items in the Bill of Quantities have been measured in accordance with the "Standard System of Measuring Builder's Work 2015, Seventh Edition (Revised)", and all work is measured net, as fixed in position, no allowance having been made for waste. The term, "measured net", shall mean the finished surface, or quantity, that is with all wants deducted, and no allowance for passing, or laps.

**PROPRIETARY PRODUCTS:**

In all cases where the Contractor takes delivery of, transports, stores, uses, applies and/or fixes any proprietary product, the Contractor shall do so in strict accordance with the manufacturer's instructions, after consultation with the manufacturer's authorized representatives.

**GENERALLY:**

The following clauses are in amplification of and/or in addition to the relevant clauses and sections contained in the "Standard Specification of Materials and Workmanship for Building Contracts", dated April 1989, as issued by the Department of Building and Engineering Services, Ministry of Works and Transport.

The abovementioned Specification shall apply to all sections of work, except for the Preliminaries and Electrical Installation. The General Specification – Metric Edition, dated April 1975 (Revised 1977), Clauses 1.1 to 1.294 shall apply to Preliminaries, and Clauses 16.1 to 16.689 shall apply to Electrical Installations.

All work, unless otherwise described, shall be in accordance with the requirements of S.A.N.S. 0400.

The rates for raking cutting, splay cutting and other labours performed on materials, shall be deemed to allow for all waste arising from such operations.

**PRICING PREAMBLES:**

Tenderers are required to study and be familiar with the General Preambles for Trades (2017 Edition) published by the Association of South African Quantity Surveyors.

A handwritten signature in blue ink is located in the bottom right corner of the page.


It must be particularly noted that where, in this document, reference is made to products of specific manufacturers, or suppliers, this is as an indication of the type and quality of material, or product, required and shall in no way shall override the Contractor's obligations set out as follows:-

All materials and labour shall be the best of their respective kinds and subject to the approval of the Engineer. The word "best" shall be interpreted to mean that there is no better class of workmanship, or materials, available. So far as may be consistent with price and quality, the Contractor will be expected to make use of materials, supplies and equipment indigenous to, or manufactured in, Botswana, including the use of domestic services, such as Sub-Contractors. No approval, nor acceptance, by the Engineer shall, in any way, relieve the Contractor of the responsibility for the quality of materials and the standard of workmanship, durability and appearance of the finished works.

All materials, fittings, etc., specified under a trade name, proprietary brand, or catalogue reference, shall be deemed to allow for a similar or an equal and approved equivalent and are to be used in strict accordance with the manufacturer's printed instructions. In the event of the Contractor wishing to use an alternative product, the Contractor shall submit to the Engineer a written request supported by prices of both the named and the alternative product.

### **ROADWORKS AND PARKING AREAS**

All materials and workmanship shall be in accordance with the Botswana Roads Department "Standard Specification for Road and Bridge Works - Volume III" (Refer Section Y of "Standard Specification of Materials and Workmanship for Building Contracts")

	<b>VOLUME 1: SECTION 3 CONTRACT DATA</b>	<b>SCOPE OF WORK</b>
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## **SCOPE OF WORK**

### **1. DOCUMENTATION**

The tender documents, that are to be incorporated in the Contract, are listed in Volume 1 of this tender document.

Upon receiving the various documents the Contractor should immediately check that all the documents mentioned have been received by checking the various references, and that all documents are complete by checking the number of pages contained therein; should any be missing, or in duplicate, or if any of the writing or figures be indistinct, or if any of the wording be ambiguous or the meaning or intention not clear, he is to notify the Engineer to have matter clarified before his tender is submitted. No liability in respect of errors in the tender from the foregoing will be admitted.

No alterations, additions, omissions or erasures are to be made to the printed text of any of the Contract Documents unless specifically directed in writing by the Engineer. Although standard general documents will normally be incorporated within the Contract Documents, they may be deleted in whole or in part, amended or otherwise altered as the circumstances require and this shall be specifically and precisely stated in the invitation to tender for each particular project.

The Contractor is deemed to have read and fully understood the whole of the Contract Documents and no liability, or claim, for additional payment in respect of errors in the tender arising from lack of knowledge, or understanding, of these Contract Documents will be accepted.

### **2. DESCRIPTION OF THE WORKS**

The Contract is for the construction of new SADC Standby Force Regional Logistics Depot at Rasesa, Botswana, to attain initial operating capability. The Employer is Southern African Development Community (SADC), Plot 54385, New CDB, Private Bag 0095, Gaborone, Botswana.

The scope of work consists of the following buildings and associated civil works, electrical installations and mechanical services installations.

- Guard House at the main entrance
- Administration Block
- Vehicle Maintenance Workshop
- Warehouses (2No.)
- Electrical Substation House
- Pump House
- On-site infrastructure works.
- Off-site infrastructure works.

### **3. SERVICES**

It shall be the Contractor's sole responsibility to establish that a sufficient supply of water and electricity is available at the site. The availability of these services must be thoroughly investigated by the Contractor, who must allow for all necessary measures and costs to provide sufficient water and power for the works.

All known existing services will be indicated on the drawings or pointed out to the Contractor on site. Should the Contractor encounter any unknown services the Engineer should be notified immediately and asked for written instructions on how to deal with such services. The Contractor shall not interfere with the operation of any existing services without written permission of the Engineer and, should the Contractor cause damage to any known or unknown service after it has been exposed, the Contractor shall make good same at his own expense to the satisfaction of the Engineer.

Where temporary diversions of, or interference to, services and drains are considered necessary, these shall be at the Contractors discretion. The Contractor shall be responsible for informing the requisite authorities or persons affected by the interruptions caused, for the proper execution of the work and proper reinstatement of the installation thus disturbed, and shall allow in his tender for all costs in connection with such temporary diversions or interference.

The work involved in diversion of services or drains shall be measured in the appropriate section of the Bill of Quantities. The Contractor shall execute the works with the minimum of interference to the existing services or drains and shall take all precautions necessary to prevent damage to the existing installation and to minimize interference with the working thereof.

The contractor shall be responsible for making good and repair of any damages made to existing services to the entire satisfaction of the Engineer.

### **4. ACCESS TO SITE AND SITE ESTABLISHMENT**

The site is accessible by unpaved road.

The Contractor should consult with the Engineer to agree the location of site offices and other temporary structures at the site.

#### Offices, workshops and stores, scaffolding and plant:

The Contractor shall provide the requisite office, workshop, and storage accommodation necessary for the proper execution of the Works. The accommodation shall be for the use of his staff and workpeople, but nominated sub-contractors and specialists shall be allowed the use of this accommodation. However, nominated sub-contractor and specialists shall bear the cost of any accommodation provided specially for their use. The Contractor shall erect and maintain the accommodation in good order, including cleaning, lighting, etc., and dismantle and clear away on completion and make good the ground and works disturbed.

The Contractor shall provide all scaffolding and plant for the execution of the Works and allow sub-contractors and specialists the free use of same. The Contractor shall also provide any additional scaffolding and plant (other than specialized trade plant) required by sub-contractors and Specialists, but they shall bear the cost of such additional scaffolding and plant. The erection, maintenance, altering as necessary and dismantling of scaffolding will be executed in accordance with the best practice and

strictly in compliance with the requirements of the Building Regulations and such lawful rules and regulations as may from time to time be enacted. All plant (which shall be deemed to be 'Constructional Plant' including vehicles) shall be erected and installed, used and maintained in accordance with the best practice and strictly in compliance with any rules, regulations or requirement lawfully enacted for the industry concerned. All plant, scaffolding etc., shall be removed from the site when no longer required and on completion of the Works.

Site offices for Resident Consultant staff:

Unless otherwise specified in the Particular Preliminary and General Clauses of the Bills of Quantities the contractor shall provide, keep clean, maintain and demolish and clear away on completion of the contract, offices for the Resident consultant staff. The toilets and tea kitchen shall be supplied with water and the rooms adequately provided with electric lighting, fridge, kettle and power supply. The meeting room/offices are to be equipped with suitable air conditioning, power, furniture, including desks with lockable drawers, chairs, four drawer, lockable, metal filing cabinets, approved drawing racks, and the conference table to have a minimum of twenty chairs, three wall shelves 300mm wide and approximately 4000 mm long and pin boards having an area of approximately 6m<sup>2</sup>. All windows are to be fitted with burglar bars and blinds. The Contractor is to provide a potable water supply to the office and an adequate drainage system complete with a septic tank or connect to the existing drainage system. A copy of the site office drawing has been attached to Volume 2 of these tender documents.

The Contractor shall afford all facilities, provide all instruments and labour and attend on the Engineer, or the Engineer's authorized representative, for any examinations or measurements of the Works, in accordance with the requirements of the Conditions of Contract.

All facilities provided by the contractor to the employer will revert to the contractor upon completion of the contract unless instructed otherwise.

Latrines:

The Contractor shall provide, erect and maintain in a sanitary condition during the progress of the Works and clear away on completion, proper and sufficient latrines for employees and workmen on the site including those of the sub-contractors and others employed on the Works, all to the approval and satisfaction of the Medical Authorities and the Engineer.

The new sanitary fittings installed in the building shall not be used by the workmen. All cloakroom areas shall be kept locked at all times until hand over.

Welfare and safety:

The Contractor shall ensure that all welfare and safety measures required under, or by virtue of, the provisions of any enactment or regulation or the working rules of any industry are provided and enforced. The Contractor shall provide and maintain all necessary facilities for his own employees and those employed on the site by sub-contractors.

The Contractor shall provide and maintain in good working condition all that is necessary to render first aid in case of accidents, snake bites or other emergencies. Such equipment shall be kept in readiness on site and at the camps wherever the Contractor's workmen may regularly live or work. The Contractor shall ensure that there are persons available with knowledge of simple first aid procedures and trained to administer injections and snake-bite treatment. The Engineer shall be advised in writing of the name of any such person(s) having knowledge of simple first aid procedures.


## 5. DRAWINGS

The various drawings shall be read as mutually explanatory, one with other, but where any conflict or discrepancy arises, large scale drawings shall be followed in preference to small scale unless specifically and precisely noted otherwise. Figured dimensions on the drawing shall always be followed in preference to scaled dimensions. If the application of these instructions gives rise to any anomaly, the Contractor is to notify the Engineer and have the matter clarified. The Engineer decision in this regard shall be final, conclusive and binding.

When works are commenced on site, dimensions and particulars shall be taken from the actual work where this is possible.

All drawings and details must be properly mounted on fibrous board or other suitable material and kept in good condition. All drawings becoming bleached or otherwise obscured so that they cannot be properly read must be returned to the Engineer for replacement.

Drawings superseded or cancelled shall be destroyed (save only one copy to be retained in the Contractor's office for record purposes) immediately on receipt of the revised or other drawings. Incorrect interpretation of the drawings or misreading of damaged or obscured drawings which necessitates alterations or carries any expenses whatsoever will be solely the responsibility of the Contractor.

	<b>VOLUME 1: SECTION 3 CONTRACT DATA</b>	<b>SITE INFORMATION</b>
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## **SITE INFORMATION**

The following documents relating to proposed works and the site for the new works are attached hereafter:

- Geotechnical Investigation Report
- Topographical Survey Drawings
- Environmental Management Plan Report
- Site Office for Resident Consultant Staff (drawing)
- Project Signboard (drawing)
- Site Plan (drawing)
- List of drawings used to prepare the Bill of Quantities

