



TENDER TERMS OF REFERENCE

FOR

PRE AND POST CONTRACT CONSULTANCY SERVICES

FOR

**The Construction of SADC Standby Force
Regional Logistics Depot, at Rasesa,
Gaborone, Botswana**

FOR

SOUTHERN AFRICAN DEVELOPMENT COMMUNITY

TENDER NO: SADC/ RLD CONST/ 01

Version 1.1

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

MAY 2019

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PREAMBLE

1. DEFINITIONS

1.1. Client

Southern African Development Community (herein after referred to as SADC), the organization for economic integration, comprising of 16 member states and headquartered in Gaborone, Botswana, established by Article 2 of the Treaty establishing SADC.

1.2. Project

Proposed Pre and Post Contract Consultancy Services for the proposed construction of SADC Standby Force Regional Logistics Depot at Rasesa, Botswana.

The SADC Standby Force Regional Logistics Depot (SADC SF RLD) will be located at Rasesa village, on a 19-hectare plot, in Mochudi, Kgatleng District, about 45 kilometres north of Gaborone city, Republic of Botswana. The plot is peripheral serviced with gravel road and powerlines. A railway line passes approximately 20m from the site. There is no sewer reticulation around the site. The main A1 tarred road is approximately 8Km from the site. The site is ring fenced with a diamond mesh fence line and some bush clearing has been done.

The **function** of the SADC Standby Force is to participate in peacekeeping and humanitarian operations, within and outside the region. The SADC Stand by Force comprises of military, police and civilian components drawn from SADC member states.

The **role** of the SADC Standby Force Regional Logistics Depot , is to facilitate **storage** of materials, equipment and end user stocks , to ensure readily available logistics support when required by the SADC Standby Force, without being constrained by delays due to long procurement lead time. The aim is to provide stocks on a “just in time basis” to meet the rapid deployment capability of the SADC Standby Force .The depot forms a vital component of the standby force readiness.

1.3. Project Manager

The officer appointed by SADC Secretariat who shall have responsibility of the administration of the project.

1.4. Contract

The following documents shall comprise the contract between SADC and the Consortium:-

- 1.4.1. The Technical Proposal of the Consortium that shall be awarded the works.
- 1.4.2. The Financial Proposal of the Consortium that shall be awarded the works.
- 1.4.3. These Terms of Reference (including any addenda issued).

1.4.4. Consultancy Services Agreement.

1.5. Services

Tasks to be performed by the Consortium in connection with this project and for which they are responsible.

1.6. Consultant

Firm registered in the respective discipline commissioned to provide professional and/or specialist service on any aspect of the project within the Consortium.

1.7. Consortium

A team of consultants comprising of Architects , Civil & Structural Engineers, Mechanical Engineers, Electrical Engineers, Quantity Surveyors, Land Surveyors, Environmentalists and Geotechnical Engineers, assembled by the Lead Consultant to provide professional or specialist services on any aspect of the project.

1.8. Lead Consultant

Consulting firm responsible for assembling the Consortium, representative of the Consortium and Consulting firm empowered by the Consortium to sign the contract documents with SADC in respect to the Consortium tendering for the Pre and Post Contract Consultancy Services for the Construction of SADC Standby Force Regional Logistics Depot at Rasesa, Botswana. Tender number SADC / RLD CONST / 01. In this project, the Lead Consultant will be the Architectural Firm.

1.9. Sub-Consultant

A professional person or practice engaged by a Consultant to provide specialist services for which the Consultant shall be responsible to the Consortium.

1.10. Budget

The estimated total cost of undertaking the consultancy and construction work.

VOLUME 1: PART1 - TENDER TERMS OF REFERENCE

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2. BACKGROUND INFORMATION

2.1. The Project

This project under tender reference SADC/ CONST RLD/ 01 shall be for the Pre-Contract and Post-Contract Consultancy Services for the design and construction supervision of various buildings and associated infrastructure for the SADC Standby Force Regional Logistics Depot at Rasesa village, in Mochudi, 45 kilometers from Gaborone City, Botswana.

2.2. The Project Site

The project site is at Rasesa village, in Mochudi, Kgatleng District, approximately 45 kilometers from Gaborone City, Botswana. The plot size is 19 hectares. The preliminary site information is as per clause 1.2 of this TOR. However, the consortium must do a thorough site investigation to prepare accurate and comprehensive tender documents to avoid variations at pre-contract and post contract stage.

2.2.1. The Compulsory Site Visit

There will be a compulsory site visit for all bidders on **25 June 2019 at 10:00hrs** local time, Tenderers are advised to assemble at SADC Head Office at CBD in Gaborone, at 09:00 hrs. Please note that consortiums, which fail to send a representative to this compulsory site visit, will automatically be disqualified.

2.3. The Project Duration

The pre contract duration is to be estimated by the consortium. Post contract duration for phase one (1) of this project is estimated to be 30months. Please note that the designs for this project will be done holistically for the entire project, but the construction will be done in phases. The client will determine the scope of works for each construction phase. The post contract rates will remain unchanged for all the construction phases. This phased approach construction should not attract any extra costs to the client.

2.4. Tax Clearance Certificate

All bidders are required to attach to their technical submissions, a certified copy of their valid Tax Clearance Certificate from Botswana Unified Revenue Service (BURS) or any other Taxation responsible authority for the respective countries. All the firms within the consortium must submit a Tax Clearance Certificate.

2.5 Certificate of Incorporation

All bidders are required to attach to their technical submissions, a certified copy of their valid Certificates of Company Registrations / Certificates of Incorporation of their firms: All the firms within the consortium must submit their certificates of Incorporation.

NB : not a scanned copy, or a copy of a copy, but a copy with the original Taxation Authority stamp.

2.6 ToR Page Numbering

Tenderers should further take note of the following:

These Terms of Reference contain pages numbered consecutively. The tenderer should check the number of pages and if any are found missing or duplicated, or the figures or writing indistinctive, or the Terms of Reference contain any obvious errors, the Tenderer should report to SADC at once and have the same rectified, as no liability whatsoever will be admitted by SADC in respect of errors in the tender due to the foregoing.

2.7 Tender Notice

2.7.1 Tender Collection and Submission

Tenders will be advertised in the SADC website from the 10 May 2019 to 15 August 2019. Deadline for tender submission will be on the 15 August 2019. Tender submissions should strictly be in hard copies. The tenders submitted, should be deposited in the tender box at the reception of SADC Head Office in Gaborone, Botswana

2.7.2 Tender for Pre & Post Consultancy Services

Tenderers are advised that they are bidding for Pre-Contract and Post-Contract consultancy services for purposes of designing the entire project, preparing of approved construction documents, getting all the approvals and permits ,undertaking tendering processes for engaging the building contractor , supervising the construction of buildings and related infrastructure services and project close out .

2.7.3 Tender Closing Date for Queries & Clarifications

Tenderers are advised that the closing date for queries and clarifications on the ToR shall be three working days (3 days) before the closing date of this tender.

2.7.4 Tender Addenda

Any addendums issued with regard to these representations will be communicated by email through the SADC website.

2.7.5 Tender Submission Instructions

One (1) original and two (2) copies of Technical Proposals and one (1) original and two (2) copies of Financial Proposals are to be submitted. Technical and financial proposals are to be submitted in separate envelopes.

2.7.6 Tender Compliance

The following Clauses shall constitute compliance requirements with the Terms of Reference and the Instructions to Tender:

Table 2.7.6

Clause	Description
Clause 5.2.1.5.4	Consultancy Consortium Tender Submission Limitations.
Clause 5.2.1.5.2	Consortium Formation Requirements.
Clause 2.5	Company Registrations / Certificates of incorporation of all the firms forming the consortium.
Clause 2.4	Tax Clearance Certificates of all the firms forming the consortium.
Clause 3.4.4	Tender Scheme Design/drawings
Clause 2.2.1	Compulsory site visit

Failure to comply with any of these requirements shall lead to automatic disqualification of the tender.

2.7.7 Tender Enquiries, Comments & Queries

All enquiries, comments, and or queries regarding this tender shall be forwarded by email not later than three (3) working days before the close of this tender to the following SADC Officers (NB: all correspondence to include all the Officers at all times), and confirmations of receipt should be followed up by email :

Martin Malongo
mmalongo@sadc.int

Brigadier Michael Mukokomani
mmukokomani@sadc.int

Gift Gwaza
ggwaza@sadc.int

Response to enquiries shall be addressed to all Tenderers through email and a receipt confirmation requested from all Tenderers by email.

2.8 The Client

The Client is Southern African Development Community (SADC) - (herein after referred to as SADC), an organization for economic integration, comprising of 16 member states, whose headquarters are in Gaborone, Botswana.

2.9 Client Correspondence Address

All correspondence shall be addressed to;

THE EXECUTIVE SECRETARY

Southern African Development Community

**Pre and Post Contract Consultancy Services for the Construction of
SADC Standby Force Regional Logistics Depot at Rasesa,
Gaborone, Botswana**

Tender Number SADC / RLD CONST / 01

P /BAG 0095

GABORONE.

BOTSWANA

The physical address is,

SADC Secretariat

Plot 54385 CBD

Gaborone, Botswana

The Contact address is;

Telephone: +267 3951863

Fax: +267 3951864

3 PROJECT SCOPE OF WORK

3.1 Buildings and Infrastructure

The project comprises of Pre and Post contract consultancy services for the proposed construction of the SADC Standby Force Regional Logistics Depot.

The works will include the designs and construction supervision of various buildings and associated infrastructure services.

3.2 Change of Land Use and Acquisition of Land Servitudes

Should the change of land use or acquisition of land servitudes become necessary, the consortium shall apply for the permit or the needed land, and ensure they are granted to enable the success of the project.

3.3 Development Master Plans

All the necessary physical planning documents should be sourced from the Department of town and regional planning by the consortium, to ensure compliance, in order for the development proposals to receive the necessary approval by the planning authorities.

3.4 Proposed Buildings and Infrastructure

3.4.1 The following is the Proposed Scope of Building Work

1. Administration block: to accommodate approximately 50 No Officers, with a training room, boardrooms etc.
2. Accommodation hangars / bungalows: to accommodate 500 soldiers preferably in blocks of 100 each.
3. Residential flats: with 50 No bachelor units for senior army officers
4. Military police office: to accommodate five (5) officers and two detaining cells.
5. Warehouses for storage : 4 No each approximately 30m x 70m x 7m
6. Workshops for maintenance of vehicles : 2 No each approximately 20mx50mx7m
7. Strong rooms (armoury for light weapons) : 2nos each 15mx15mx5m
8. Health Post (mini clinic) with sleeping rooms for nurses and resting rooms: 1nos
9. Guard houses
10. Canteen and kitchen
11. Gym
12. Covered car parks
13. Uncovered car parks
14. Paved open spaces (with pre mix asphalt or concrete or pavers)
15. Fuel Point
16. Sports grounds: football, volleyball, basketball etc.

It is proposed that the tallest building should not be more than 9m (3 storey), except for the security tower. All the buildings to be equipped with the following building services, (but not limited to) as deemed appropriate:

- Electrical installation
- Heating , ventilating and air conditioning (HVAC) installations
- Wet services
- Fire protection systems
- Fire detection and evacuation systems
- Access control
- Closed circuit television (CCTV)
- Lifts, escalators and travelators
- Communication systems
- Building management systems
- Security systems
- Data systems

3.4.2 The following is the Proposed Scope of On-site Infrastructure

1. Roads and Stormwater drainages
2. Water Reticulation
3. Sewer Reticulation
4. Sewer Treatment Plant (if necessary)
5. Electricity Reticulation
6. Mini Power substations (if necessary)
7. Standby Generators
8. Information & Communication Systems
9. Security Tower : similar to aircraft control tower – 4 nos

3.4.3 The following is the Proposed Scope of Off-site Infrastructure

1. Tarred Access Road from the main A1 road (approximately 20 Km long)
2. Heavy duty access road to the railway line (approximately 30m long)
3. Water lines
4. Sewer lines with manholes
5. Electricity lines
6. Information and Communication system

The designs of the tarred access road from A1 road will be authorized to go ahead after the acquisition of the needed land servitude is confirmed. The consortium will be responsible for the application and acquisition of all the needed land servitudes, including access to the railway line.

The consultancy consortium can propose any other services and buildings deemed necessary for such a project

3.4.4 Tender Scheme Design/drawings

The consortium shall be required to submit with their Technical Tender proposal, indicative scheme designs/drawings for all the buildings and the overall proposed site layout, shown by means of plans and perspectives to give the Client an appreciation of what the designer is proposing. This shall not have page limitation. The scheme design drawings shall be in minimum A3 size. Please refer to items 3.4.1 & 3.4.2 for the scope to be considered.

As part of the Technical Tender Proposal, the Consortium is required to produce **one scheme design option** for each building type and a proposed site layout, to be evaluated as part of the tender submission.

Three (3) Hard Copies, one (1) original and two (2) copies of the schematic design , and one (1) soft copy submission of the schematic design in adobe acrobat (pdf) and AutoCAD to be submitted on compact disc to SADC.

The scheme design shall be separately bound for evaluation.

The following items must be included in the scheme designs:

- 3.4.4.1 Preliminary building designs for ground floor, other floors, **NO sections**, simple elevations.
- 3.4.4.2 Preliminary proposed layout plan for the entire site, indicating all the buildings, internal roads, position of access to railway line etc.

3.5 Building Planning Layout

The site shall be planned such that maximum economic utilisation of space is achieved.

3.6 Environmental Impact Assessment

Undertaking a full environmental impact assessment has been waived. However, a comprehensive environmental management plan has been undertaken and approved.

3.7 Topographical and Cadastral Survey

The consortium shall conduct the cadastral, topographical, title deed or any other survey needed, which shall be linked to the national grid as per survey requirements. The land surveyor shall seek any approval needed to finalize the work.

3.8 Geotechnical and Soils Investigation

The consortium shall conduct the geotechnical and soils survey investigations as per engineering requirements.

3.9 Land / Urban Planning Design

The consortium shall design the buildings and supporting infrastructure to relevant planning standards and shall maximise land utilisation to attain efficient land usage.

3.10 Project Contracts Packaging

3.10.1 Consultancy Consortium Contract Package

This project is a single Consortium contract for Pre-Contract and Post Contract Consultancy Services.

The Consortium **should note** that the Client reserves the right to terminate the project contract at any stage of the project should the client not be satisfied by the performance of the Consortium. The progression from Pre-Contract Stage to Post-Contract Stage shall be fully evaluated by the Client prior to sign-off to and a formal instruction will be issued to go ahead to the Post-Contract Consultancy Stage.

3.10.2 Construction Contract Phases

The Consortium should note that while the design of the entire project will be done holistically, the construction of the project would be done in phases. The extent of phased packaging, and the scope of each phase, will be determined by the client, and this should not attract any extra consultancy costs.

3.10.2.1 Building Construction

This project will be designed such that the construction of buildings can be executed in phases.

To facilitate this phased construction approach, the consortium is to submit an attachment, indicating the breakdown of the pre and post contract prices, for each building involved in this project. This will form part of financial submissions. Refer to clause 3.4.1 for the scope of building works. Please use Appendix J as a template to indicate the breakdowns.

3.10.2.2 Infrastructure Services Construction

Infrastructure construction shall be executed in phases. The construction of infrastructure will be packaged as much as possible to ensure/enable the functionality of the buildings to be constructed.

To facilitate this phased construction approach, the consortium is to submit an attachment, indicating the breakdown of the pre and post contract prices, for each infrastructure service involved in this project. Appropriate units of measurement must be clearly stated. This will form part of financial submissions. Refer to clause 3.4.2 for the scope of on-site infrastructure and clause 3.4.3 for the scope of off-site infrastructure. Please use Appendix J as a template to indicate the breakdowns.

4 PROJECT SPECIFIC CONDITIONS

4.1 Pre-Contract & Post Contract Consultancy Services

The Client wishes to engage the Consortium for full Pre and Post contract consultancy services for the construction of SADC Standby Force Regional Logistics Depot at Rasesa, Botswana

To be able to provide the consultancy services, the Consortium will assemble experienced firms of Architects, Civil & Structural Engineers, Electrical Engineers, Mechanical Engineers, Quantity Surveyors, Land Surveyors, Geotechnical Engineers, and Environmentalists.

4.2 Consortium Office

The Consortium shall operate from an office in Botswana and all design reports, drawings, documentation, permits, approvals and any other works shall be produced in Botswana. Establishment of an office is the responsibility of the consortium.

4.3 Consortium Lead Consultant Reporting Lines

In the undertaking of the assignment, the Consortium through the Lead Consultant shall liaise with, and report directly to SADC through the SADC Project Manager

4.4 Professional Registrations

The consortium consultancy should note that some senior officers in the consortium must be registered in their respective fields, at their own cost, with the following Botswana Professional Regulatory Authorities:

- Botswana Engineers Registration Board
- Botswana Architects Registration Council
- Botswana Quantity Surveyors Registration Council

4.4.1 Senior officers in the consortium, who are the core , and are supposed to be registered with the above professional bodies are:

- Senior Architects
- Senior Civil & Structural Engineers
- Senior Electrical Engineers
- Senior Mechanical Engineers
- Senior Quantity Surveyors

4.4.2 For a consortium, which will happen to win the tender, but not domiciled in Botswana, the consortium is supposed to apply and acquire temporary registrations for its senior officers as indicated in 4.4.1 above. The temporary registration will be operational only for this project. The cost of temporary registrations will be borne by the consortium.

4.5 Work and Residence Permits

It is the responsibility of the consultancy consortium to acquire work and residence permits for all of its members who are not Batswana. This will be at the consortium cost

5 INSTRUCTIONS TO TENDERERS

5.1 Tender Templates

Tenderers are required to use the **Templates in the Appendices of this TOR** to prepare their submissions for both Technical and Financial Proposals.

Electronic copies of the formats provided in these Terms of Reference are available and shall be accessed by all Tenderers through the SADC website.

5.2 Technical Tender

Technical tender proposal shall be in two separately bound parts:

5.2.1 The Technical Submission (One original and two copies)

The Technical Tender submission shall be single-sided printing minimum font size 12 Arial. **Annexure 1** (Section 12) should immediately follow the cover page of Technical submission followed by the “contents” page, which shall be page No. 2. Each of the following sections (in the same order) must start on a new page for each discipline: There shall be no page limitation to the Technical Tender Submission.

5.2.1.1 Company profile

The company structure shall outline the organisational structure, resources and detailed current workload.

The company profile shall highlight the qualification and experience of the firm on projects and assignments.

5.2.1.2 Firm’s Project Reference

A list of on going and completed Government, Corporations and private sector projects within and outside the country, carried out in the **last ten (10) years**, including the value and status of each project shall be presented as per the format in Appendix C1. The project value quoted shall be the entire construction cost of the project. Tenderers **MUST** indicate the client contact information as requested.

5.2.1.3 Quality assurance to be employed

A detailed statement outlining the procedures, measures, resources, and personnel the tenderer intends to put in place for quality assurance to be employed on this assignment should be detailed. **Appendices D-1** and **D-2** should be used as a guide.

5.2.1.4 Methodology and Work Plan

The consortium shall present as part of the Technical Tender a detailed work plan and a consultancy programme in Microsoft Project or other agreed format.

A comprehensive work plan shall be presented which shall include general approach, design guidelines as well as specifications and codes of practice (if applicable) to be utilized. Section 13 should be used as a guide.

5.2.1.5 Consultancy Consortium

5.2.1.5.1 The Consortium Profile & Structure

The consortium structure shall comprise of the following disciplines:

- a) Architectural
- b) Civil/Structural Engineering,
- c) Mechanical Engineering,

- d) Electrical Engineering and
- e) Quantity Surveying.
- f) Geotechnical Engineers
- g) Land Surveyor
- h) Environmentalists

5.2.1.5.2 Consortium Formation Requirements

The Technical Proposal submitted by the consortium must be accompanied by a Document of Formation/Consortium Agreement **duly authenticated by a Public Notary** or other official deputized to witness sworn statements, which defines precisely the conditions under which the consortium will function including the essential elements below; kindly refer to appendix H as a guide.

- a) Identity of the Project.
- b) Identity of the Contracting Parties.
- c) Clearly defined responsibilities of parties (nature & percentage of work).
- d) Identity of the Team Leader authorised to represent and obligate the consortium.
- e) Income Sharing Formula, (if applicable).
- f) Persons nominated for dispute resolution of;
 - i. Financial Issues
 - ii. Legal Issues
- g) Auditors, (if applicable)
- h) Signature of the Contracting parties plus Names & Signatures of Witnesses including a Clause to the effect that the members of the consortium are jointly and severally liable to the Client (SADC) for the performance of the contract.
- i) Any other information necessary to permit a full appraisal of its function

5.2.1.5.3 Consultancy Consortium Term of Engagement

The Consultancy Consortium shall remain a legal entity for the entire project duration and shall be specific to this project and shall remain legally enforce for the duration of the project.

5.2.1.5.4 Consultancy Consortium Tender Submission Limitations

The following core services shall be limited to tender for this project once on a single Consultancy Consortium proposal and shall not appear in any other Consultancy Consortia;

- a) Architectural,
- b) Civil & Structural Engineering,
- c) Mechanical Engineering,
- d) Electrical Engineering

- e) Quantity Surveyor

Other services, which may tender through multiple Consultancy Consortia, are:

- a) Land surveying
- b) Geotechnical Engineering
- d) Environmentalists

Every consortium must be comprised of the above-mentioned eight (8) disciplines. Please also refer to table 9.4 for the minimum number of the above professionals needed in this project.

5.2.1.5.5 Lead Consultant

One of the firms within the consortium must be designated as the Lead Consultant, who shall have the authority to bind the consortium and be responsible for the overall direction of the project. In this project, the Architectural Firm will be the lead consultant.

5.2.1.5.6 Payments to the Consortium

All monies due to the consortium will be **payable directly to each and every member** of the Consulting Consortium after fee invoices with breakdown are availed to the Client (SADC) for payment by the Lead consultant. When submitting fee and disbursements claims, the lead consultant shall instruct SADC to make payments to the consultant(s) if in his assessment a milestone of work performance has been successfully achieved and as per financial submission. The lead consultant to the consortium shall not recommend payment if level of work done by consultant were not satisfactorily and professionally executed. Doing so by the Lead Consultant **shall** be deemed to constitute professional misconduct on the part of the Lead Consultant. If this happens, the client will demand immediate rectification by the lead consultant within fourteen days after the date of notification. Failure to comply with client's demand may result in termination of contract by Client.

5.2.1.5.7 Replacement of Consortium Resources

The SADC Executive Secretary or his/her representative may, after award of tender, request the Lead Consultant to replace the firm(s) or staff in the firm(s) whose performance is not acceptable for the project.

The SADC Executive Secretary or his/her representative shall request the Consortium to replace the Firm(s) with staff of equal or higher qualifications should any of the proposed staff leave the firm after award of tender.

5.2.2 Appendix to Technical Proposals (One original and Two copies)

The Appendix to Technical submission shall have no page limitation and must comprise of the following documents for each of the consortium member:

- a) Certified copies of Director's and proposed Staffs' CVs and Academic Certificates. Similarly, certified proof of membership to professional bodies (if any) can be provided and proof of employment with the firms and proof of identity of all the staff proposed to be part of consortium
- b) Certified copy of the certificate of registrations of all the firms.
- c) Certified copy of valid Professional Indemnity (PI) or Proof that a valid Professional Insurance Policy is in force (obtained from an Insurance Company and NOT a Broker) of at least P1,000,000.00 (One million Pula) for Architectural, Civil/Structural and Quantity Surveying firms and P500, 000.00 (Five Hundred Thousand Pula) for Electrical & Mechanical Engineering firms. No PI requirement for Land Surveyors, Environmentalists and Geotechnical Engineers. In the event this tender is awarded to a consortium not domiciled in Botswana, the above-mentioned firms, which constitute the core of the consortium are supposed to acquire the Botswana based Professional Indemnity , similar as mentioned above, before commencing the work. This will be at the cost of the consortium.
- d) Certified copy of Tax clearance certificate from BURS(Botswana Unified Revenue Service) and similar Taxation bodies for firms outside Botswana
- e) Documents printed on both sides should be copied as they are. Certified copies of translations shall be attached with certified copies of certificates that are not in English.
- f) Certification of required documents shall be done by Institution/ Departments that have issued such documents or a Commissioner of Oaths.
- g) In case of documents issued by Institutions outside Botswana, only a Commissioner of Oaths or the High Commissioner/Embassy (in Botswana) of the country from which the documents were issued should certify these documents.
- h) However, not limited to, firm's entire staff organogram, including Directors and their qualifications, summary of recent assignments & their duration (both government and private sector), special capabilities and facilities such as computers and software. Use Appendix A as guide.
- i) SADC shall verify the information in the Technical proposals prior to final evaluation and award.

5.3 Financial Tender

5.3.1 Fixed Pre-Contract & Post Contract Consultancy Services Fees

Tenderers are informed that Pre and Post contract consultancy services must be tendered for **FIXED PRICE**. The fees are payable for the stated scope and shall not be adjusted due to escalations in construction costs during engagement.

5.3.2 Pre-Contract & Post Contract Consultancy Services Professional Fees

Financial proposals for **Pre and Post contract services** shall comprise the following:

- a) Professional fees for each member of the Consortium. As for the “time schedule for Professional / Technical and other personnel”, the recent Government approved rates by the Botswana Public Procurement and Asset Disposal Board (PPADB) can be used as a guide to determine professional fees due to all consultants. This is to be summarized as a lump sum, but the detailed breakdown must be attached.
- b) Reimbursable expenses envisaged by each members of the consortium such as, printing, copying, tender document production, site meetings, production of progress reports, site inspections, transport etc. should be clearly stated and separately itemized as Appendix G2. Tenderers are advised that Reimbursable Expenses stated above shall not be taken into account during the evaluation process but will be used for budgetary purposes only. The Client shall reimburse the Consortium for the costs of these expenses on a proven-cost-basis. This is to be summarized as a lump sum, but the detailed breakdown must be attached.
- c) Total pre-contract fees and the estimated reimbursable expenses should be provided for each members of the consortium using Appendix F1,F2,F3,F4,F5,F6,F7,F8
- d) Total post-contract fees and the estimated reimbursable expenses should be provided for each members of the consortium using Appendix F10,F11,F12,F13,F14,F15,F16,F17
- e) Total Pre-contract fees for the consortium and all disbursements should be provided for using Appendix F0, while the total Post-contract fees for the consortium and all disbursements should be provided for using Appendix F9.

5.3.3 Client Initiated Variation (CIV's)

Design fee for any Client Initiated Variations (CIVs) or changes in the scope of work shall be paid on the following principle:

- Changes in scope of up to 60% of original scope (Number of buildings and types of infrastructure stated in TOR used as base) shall attract no additional fees.
- Changes of over and above 60% shall attract the percentage increase in scope(above 60%) multiplied by half the original fee quotation of that particular item affected by the variation , as additional fees : Hence Additional Fees = (Percentage increase in scope minus 60%) x (0.5 x consultants tender fee of that particular item affected by the variation).
- Such costs shall be mutually agreed with SADC.
- Design fees for any CIVs or changes in the scope of work shall be paid at the time when the design is done for such variations.

5.3.4 Interest Due to Late Payment of Fee Invoices

Interest accrued due to late payment of fee invoices shall be paid on the following principle.

- Delay in payment of up to (60) sixty days after the submission of an undisputed invoice, shall attract no interest.
- Delay in payment of over and above sixty days , after the submission of undisputed invoice , shall attract a monthly simple interest of point five percent (0.5%) of the amount of that particular fee invoice which has been delayed

- The maximum (limit) amount of simple interest, due to delay in payment a particular invoice can attract, is 5% of the total amount of that particular delayed fee invoice.
- The interest due to late payment will be paid only if the consortium claims for it.
- It must be noted that only simple interest is applicable in this tender

5.3.5 Payments

- Payments shall be made in accordance with the certificates approved by the project manager and according to the scope of work covered as indicated in clause 10 of these Terms of Reference.
- Payment shall be made in United States Dollars and where applicable Value added tax (VAT) shall be payable on such sums at the applicable rate.
- The payments shall be based on monthly invoices submitted by the consortium and shall be paid within 30 days of receipt of the undisputed invoice.
- An amount equivalent to five percent (5%) of the certified value of works done from each invoice will be deducted and held by the employer as retention money and shall be released upon the completion of defects liability period of the post contract phase and after submission of the project close out report.
- Liquidated damages due to delay in completion of the works, will be charged at point five percent (0.5%) of the contract price per each month delay
- Limit of retention monies and liquidated damages is five percent (5%) of the contract sum.
- It must be noted that only simple interest is applicable in this tender.

5.3.6 Reimbursable : Communication Costs & Overheads

The following costs shall be deemed included in the reimbursable lump sum fee or percentage fee and therefore, will not be reimbursed separately.

- a) All communication costs and office overheads related to the project.
- b) Time spent in attendance of co-ordination and client briefing monthly meetings at pre-contract and monthly site meetings at post contract
- c) Travelling time to attend co-ordination, client briefing and any other meeting by the consortium project staff and attendance to site meetings and inspections at post contract.
- d) At pre-contract, the consortium is supposed to make monthly power point presentations on work progress to the client and submit monthly progress reports. The presentations and report must also be submitted to the client in soft and hard copies namely pdf, and any other editable soft copy version.
- e) At post contract, the consortium is supposed to attend monthly site and coordination meetings, and make regular site inspections when needed, to ensure compliance with specifications.

5.4 Consultancy Contract

The consortium is advised that should they be successful, the lead consultant and SADC will sign a contract agreement before commencement of the assignment. Template of the contract agreement is as per volume two (2) appended.

6 PROJECT STAFF QUALIFICATIONS

6.1 Proposed Project Staff

The Tenderer shall provide a **Project staff chart(s)** indicating their disciplines, areas of specialization and nationalities. Appendix B1, section 13.2.1 table (a) shall be used to provide summary of the Staff to be deployed while the Support Staff details shall be as per Appendixes B1 section 13.2.1 table (b). Positions of the proposed Professional / Technical staff under Appendixes B1 shall be clearly indicated as per the positions required by Clause 9.4, as these shall be used during evaluation.

6.2 Staff Qualifications

6.2.4 Firms Directors / Relevant Past Experience in Projects

A detailed past experience (since graduation) in projects by the firms Directors/must be provided. There is no time limitation for the Director's/ experience. **Appendix C2** shall be used as a guide.

6.2.5 Project Staff Members Experience and Qualifications

Tenderers are advised that the following staff qualifications and years of relevant working experience will be required for the proposed staff:

- a) Team Leader / Lead Consultant / project Director : A degreed* person with at least 15 years experience in undertaking similar assignment ,
- b) Senior Architect / Senior Civil & Structural Engineer / Senior Electrical Engineer / Senior Mechanical Engineer / Resident Engineer / Senior Quantity Surveyor /Senior Land Surveyor / Senior Geotechnical Engineer / Senior Environmentalist : A degreed* person with at least 12 years experience in undertaking similar assignment ,
- c) Architect / Civil & Structural Engineer / Electrical Engineer / Mechanical Engineer / Quantity Surveyor / physical planner : A degreed* person with at least 10 years experience in undertaking similar assignment
- d) Technicians & clerk of works: A person with relevant technical qualification, post-secondary school training and at least 10 years experience. However, technicians with on the job training will be considered and awarded marks for the years of relevant experience.

Except for the Team Leader, for those staff with less than the above stated years of experience - marks will be awarded on pro-rata basis to match their years of relevant experience during evaluation.

7 TENDER VALIDITY PERIOD

7.1 Tender Evaluation Validity

Tender prices, as submitted by the Tenderers shall remain valid for a **PERIOD OF 180 DAYS** from the closing date of the Tender.

7.2 Tender Validity Extension

SADC may request for an extension of the Tender Validity Period as the need arises.

7.3 Tender Plan

This tender will be implemented in accordance with the following provisional schedule;

Table 7.4

Item	Description	Start	Finish
a)	Tender advertising	10/05/2019	15/08/2019
b)	Compulsory Site Visit	25 /06/2019	
c)	Tender Submissions	26/06/2019	15/08/2019
d)	Tender Closing	15/08/2019	
e)	Tender evaluation and recommendation of the preferred bidder	15/08/2019	15/09/2019
f)	Tender Award	15/09 /2019	15/10/2019
g)	Appointment of the preferred bidder	15 /10 /2019	
h)	Consultancy Start	01/11/2019	

NB: This schedule is subject to change and such changes shall have no monetary or financial impact on the employer.

8 SUBMISSION OF PROPOSALS

The Technical Tender & Financial Tender shall be submitted in two separate envelopes or packages. Tender submissions to be strictly in hard copies.

8.1 Technical Tender Submission

One (1) original and two (2) copies of Technical Proposals and one (1) original and two (2) copies of Appendix to Technical Proposals should be submitted to SADC.

8.2 Financial Tender Submission

One (1) originals and two (2) copies of Financial Tender should be submitted to SADC.

8.3 Tender Labelling

Both the Technical and Financial Tenders should be clearly labeled on the outer envelope or package and addressed to:

THE EXECUTIVE SECRETARY

Southern African Development Community

Pre and Post Contract Consultancy Services for the Construction of SADC Standby Force Regional Logistics Depot at Rasesa, Gaborone, Botswana

Tender Number SADC / RLD CONST / 01

Plot 54385 CBD

P/BAG 0095

GABORONE. BOTSWANA

8.4 Tender Submission

Tenders should be delivered to:

SADC Secretariat

Plot 54385, CBD

P / Bag 0095

Gaborone

Botswana

And delivered in the SADC Tender Box at the SADC Head Office reception area where a Tender Delivery register shall be maintained.

8.5 Tender Submission Dates

Both the Technical and Financial Tender shall be submitted no later than **15 August 2019** at **1000hrs** local time .

Notwithstanding anything contained in the foregoing, SADC is not bound to accept the lowest or any Tender or part thereof. SADC will not reimburse any expenses in respect of the preparation and presentation thereof.

9 EVALUATION OF TENDERS

9.1 SADC Tender Evaluation

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

9.2 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 in accordance with **Clause, 2.7.6** of these Terms of Reference shall have their Technical proposals evaluated and finally their Financial proposals evaluated. The financial proposals which shall be evaluated, will be only for those consortium who have scored 70 / 100 and above in their technical proposals,

9.3 Evaluation Criteria

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

Table 9.3

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

9.4 Technical Tender Evaluation Criteria

Table 9.4

Evaluation Area	Item Description	Total
Company profile	Facilities and support staff	
	Qualification of firm Directors	5
Methodology & work plan	Technical content of the methodology	
	Specifications and Codes of Practice	
	Project programme & work plan	10
Tender Schematic Designs / Drawings	One sample design/drawings for all the buildings	
	One sample design/drawing for the layout plan	20

Qualification & Experience of proposed staff		
Architecture	Project Director / Lead Consultant – 1 No	
	Senior Architect – 1No	
	Architect – 1No	
	Physical Planner – 1 No	
	Clerk of Works – 1No	
	CAD Technician – 1No	10
Civil & Structural Engineering	Senior Civil &Structural Engineer - 2No	
	Civil & Structural Engineer - 1 No	
	Resident Engineer - 1 No	
	CAD Technicians - 2 No	15
Electrical Engineering	Senior Electrical Engineer – 1 No	
	Electrical Engineer – 1 No	
	CAD Technician - 1 No	5
Mechanical Engineering	Senior Mechanical Engineer – 1 No	
	Mechanical Engineer – 1 No	
	CAD Technician - 1 No	5
Quantity Surveying	Senior Quantity Surveyor – 1 No	
	Quantity Surveyor – 1 No	5
Environmentalist	Senior Environmentalist – 1 No	2
Geotechnical Engineering	Senior Geotechnical Engineer – 1No	
	Geotechnical Technician - 1No	2
Land Surveyor	Senior Land Surveyor – 1No	
	Surveying Technicians – 2No	2

Total Human Resource		46
Firm's Project Reference	Undertaking projects involving Office blocks and multi residential units and industrial buildings/warehouses	
	Undertaking Infrastructure projects	14
Quality Assurance	Pre-contract quality assurance initiatives	
	Post contract quality assurance initiatives	5
GRAND TOTAL		100

9.5 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

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

9.6 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 consortium

10 CONTRACT STAGES AND PAYMENT SCHEDULE

The scope of Work includes all pre-and post-contract consultancy services for the project as earlier explained for both buildings and associated infrastructure services. At pre and post contract, the consortium will be paid according to the stages and deliverables indicated below as stages one (1) to six (6). The consortium is to submit soft and hard copies at the end of each stage, to enable the approval of the deliverable at that particular stage. Soft copies to be in Pdf, MS word and AutoCAD Format as needed. Upon completion of each stage, the consortium must submit the claim for the whole consortium and not as individual consultants forming the consortium. The consortium will proceed from one stage to the next, after getting an approval from the client.

- 10.1 **STAGE 1 : Inception Report and Scheme Design Drawings** : Upon successful Completion of this stage, the consortium will be entitled to 10% of the Pre contract fees and disbursements

- 10.2 STAGE 2 : **Preliminary Design Report and Preliminary Design Drawings** : Upon Successful completion of this stage, the consortium is entitled to 25% of the pre contract fees and disbursements
- 10.3 STAGE 3 : **Final Design Report & Approved and Stamped Construction Drawings & All approvals & Building Permits acquisition & All Tender Documentation needed for the appointment of the building Contractors**: Upon successful Completion of this stage, the Consortium is entitled to 55% of the pre contract fees and disbursements
- 10.4 STAGE 4 : **Procurement Processes to Engage and award the Building Contractors , including contract signing**: Upon successful completion of this stage, the consortium is entitled to 10% of the pre contract fees and disbursements
- 10.5 STAGE 5 : **Post Contract , Construction stage** : Fees for post contract stage will be paid according to the scope of work completed. For instance if 15% of the work is done, then the consultant will be paid 15% of the fees and disbursements. **For budget purposes, the construction duration for phase one (1) is estimated to be 30 months**
- 10.6 STAGE 6 : **Close out stage** : This stage involves archiving of all the relevant project documents, including submission of a report on lessons learnt. This stage will entail the participation of the entire consortium under the supervision of the lead consultant.

11. CONSULTING CONSORTIUM SPECIFIC DELIVERABLES

The following specific tasks are indicative but are not limiting to the professional deliverables as prescribed by the various Consultant professional mandate, the various Consultants should use this as the basis of developing further and adding to these deliverables their professional codes of practice to ensure that the Client gets the full benefit of their engagement.

- a) Lead Consultant
- b) Architectural Services

- c) Civil & Structural Engineering
- d) Electrical Engineering
- e) Mechanical Engineering
- f) Quantity Surveying
- g) Land Surveyor
- h) Environmentalist
- i) Geotechnical Engineer

11.1 LEAD CONSULTANT – SPECIFIC DELIVERABLES

The Lead Consultant shall provide services for Stages 1, 2, 3, 4, 5, 6 as per clause 10 of these Terms of Reference. The lead consultant to ensure that the consortium consultants purchase all the necessary reference materials as needed. **The lead consultant to ensure that all the professionals within the consortium participate and deliver the necessary documents and deliverables in all the stages 1, 2, 3, 4, 5, 6 as indicated in clause 10**

Lead Consultant shall be responsible for the co-ordination of the services of all the firms assembled including the distribution of information and project reports.

The rendering of the services shall not be in isolation but as a whole with the services by all firms and shall be delivered to the client in accordance with the Terms of Reference. The lead consultant must also ensure that appropriate trees are planted as much as possible at any point that will not obstruct the operations of the depot.

The Lead Consultant must oversee and supervise all the consultants within the consortium and ensure they perform their duties.

11.1.1 Stage 1: Inception Report and Scheme Design Drawings

- a) Establish methods for liaison, communication channels, and methods of recording, storing and receiving information.
- b) The program to be submitted to the client for comment/approval and to show breakdown of tasks for all disciplines.
- c) Appraise and report on the client's requirements with particular regard to site information, planning and statutory requirements.
- d) Finalise and review scheme design
- e) Finalise Inception report

11.1.2 Stage 2: Preliminary Design Report and Preliminary Design Drawings

- a) Submit the preliminary designs to Department of Town and Regional planning for confirmation and approval

- b) Prepare preliminary design report and preliminary design drawings for submission to SADC. Seek all the necessary approvals from authorities.
- c) Prepare and submit preliminary cost estimate
- d) Develop a coordinated design ensuring all environmental assessment Objectives are met and SADC comments have been taken into account.
- d) Formulate preliminary design report with standard of finish with outline specifications, detail structural, electrical and mechanical analysis, services proposals, updated elemental cost estimate reconciled with the cost plan and updated program.
- e) Undertake preliminary designs

11.1.3 **Stage 3: Final Design Report & Approved construction drawings & Building Permits & Tender Documentation**

- a) Ensure that drawings and other documents are prepared and submitted to local or statutory authorities for approval. Planning and Building permits must be availed to SADC as a mark of accomplishment to this commissioning. These approvals are prerequisite in preparing final tender documents and specifications and must be acquired by the consortium.
- b) All disciplines to be fully coordinated to produce detailed tender documents, drawings, schedules, specifications and pre-tender estimate.
- c) Specifications shall wherever possible comply with the latest Standard Specifications for Materials and Workmanships for Building Contracts, as issued by the Government of Botswana and where possible, with other internationally acceptable standards and codes of practice for the approval of SADC
- d) To avail to SADC a set of approved and stamped drawings and other Tender documents
- e) Soft and hard copies of all the deliverables in acceptable format to be agreed upon must be availed to SADC for archiving.
- f) To avail to SADC, all the completed construction documents, namely all the construction drawings duly stamped as required by local authorities and utility organizations and Bill of Quantities, which are ready to be implemented/used by the contractors, in soft and hard copies, in a format to be agreed upon. This means at this stage all fully detailed construction drawings and any other documents like Bills of quantities and bar bending schedules must be submitted to SADC in readiness to be issued to the construction contractors for implementation.
- g) All the drawings at this stage must be fully detailed and stamped as necessary and ready to be issued to the contractor to commence construction work.
- h) Undertake final designs and seek all the approvals and permits

11.4.3 Stage 4: Procurement Processes to engage and award of building contractor

- a) To undertake all the procurement processes, coordinated by SADC, to the Award of building contractor, including signing the necessary contracts

11.1.4 Stage 5: Post Contract Administration

- a) Ensures that there is regular site supervision with full consultancy team, co-ordination and co-chairing site meetings with the SADC project manager, keeping minutes, issuing minutes and agenda well before the next meeting.
- b) Ensures that as-built drawings are prepared and issued to SADC in soft and hard copies , in agreeable formats , a including calculations, reports, schedules, operational and maintenance manuals (where relevant) . Three dimensional drawings shall also be availed
- c) Ensures that the Final Account after completion of Defect Liability Period is prepared and all supplier accounts are closed.
- d) Availing soft and hard copies of all the deliverables to SADC in an accepted format to be agreed upon.
- e) Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Facilitate project close out and archiving of all the documents.
- f) Undertake general administration and supervision of the project
- g) Make sure the occupation certificates and any other approvals are submitted to the client

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and facilitate project close out.

11.1.5 Fee & Payment Invoices

To submit fee invoices from the consultants to client for payment.

11.1.6 Consultancy Services Agreement

Other responsibilities as contained in the **Consultancy Services Agreement, (Appendix I)**.

11.1.7 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other approved format, outlining the whole scope of work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

11.2 ARCHITECT – SPECIFIC DELIVERABLES

The main goal of the project is to provide full pre-contract and post-contract architectural consultancy services including contract administration services.

11.2.1 The Consulting Architect shall provide the following services

- a) Undertake Stages 1,2,3,4 , 5,6 as per clause 10 of these TOR
- b) Architect will be the **lead consultant** for the project and shall be responsible for the co-ordination of the services of all other consultants including the distribution of information. (Members of the consortium are free to appoint any of the firm forming the consortium as lead consultant to perform the duties as prescribed).
- c) The rendering of the architect's service shall not be in isolation but as a whole with the services by all consultants and shall be delivered to the client in accordance with the terms of reference.

11.2.2 Stage 1: Inception Report and Scheme Design Drawings

- a) Establish methods for liaison, communication channels, and methods of recording, storing and receiving information.
- b) The program to be submitted to the client for comment/approval and to show breakdown of tasks for all disciplines.
- c) Appraise and report on the client's requirements with particular regard to site information, planning and statutory requirements.
- d) Finalise and review scheme design
- e) Finalise Inception report

11.2.3 Stage 2: Preliminary Design Report and Preliminary Design Drawings

- a) Submit the preliminary designs to Department of Town and Regional planning for confirmation and approval
- b) Prepare preliminary design report and preliminary design drawings for submission to SADC.
- c) Prepare and submit preliminary cost estimate
- d) Develop a coordinated design ensuring all environmental assessment Objectives are met and SADC comments have been taken into account.

- e) Formulate preliminary design report with standard of finish with outline specifications, detail structural, electrical and mechanical analysis, services proposals, updated cost estimate reconciled with the cost plan and updated program.
- f) Undertake preliminary designs

11.2.4 **Stage 3: Final Design Report & Approved construction drawings & Building Permits & Tender Documentation**

- a) Ensure that drawings and other documents are prepared and submitted to local or statutory authorities for approval. Planning and Building permits must be availed to SADC as a mark of accomplishment to this commissioning. These approvals are prerequisite in preparing final tender documents and specifications and must be acquired by the consortium.
- b) All disciplines to be fully coordinated to produce detailed tender documents, drawings, schedules, specifications and pre-tender estimate.
- c) Specifications shall wherever possible comply with the latest Standard Specifications for Materials and Workmanships for Building Contracts, as issued by the Government of Botswana and where possible, with other internationally acceptable standards and codes of practice for the approval of SADC
- d) To avail to SADC a set of approved and stamped drawings and other Tender documents
- e) Soft and hard copies of all the deliverables in acceptable format to be agreed upon must be availed to SADC for archiving.
- f) To avail to SADC, all the completed construction documents, namely all the construction drawings duly stamped as required by local authorities and utility organizations and Bill of Quantities, which are ready to be implemented/used by the contractors, in soft and hard copies, in a format to be agreed upon. This means at this stage all fully detailed construction drawings and any other documents like Bills of quantities and bar bending schedules must be submitted to SADC in readiness to be issued to the construction contractors for implementation.
- g) All the drawings at this stage must be fully detailed and stamped as necessary and ready to be issued to the contractor to commence construction work.

11.2.5 **Stage 4: Procurement Processes to engage and award of building contractor**

- a) To undertake all the procurement processes, coordinated by SADC, to the Award of building contractor

11.2.6 **Stage 5: Post Contract Administration**

- a) Ensure that there is regular site supervision with full consultancy team, co-ordination and co-chairing site meetings with the SADC project manager, keeping minutes, issuing minutes and agenda well before the next meeting.

- b) Ensure that as-built drawings are prepared and issued to SADC in soft and hard copies , in agreeable formats , a including calculations, reports, schedules, operational and maintenance manuals (where relevant) . Three dimensional drawings shall also be availed
- c) Ensure that the Final Account after completion of Defect Liability Period is prepared and all supplier accounts are closed.
- d) Availing soft and hard copies of all the deliverables to SADC in an accepted format to be agreed upon.
- e) Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Facilitate project close out and archiving of all the documents.
- f) Undertake general administration and supervision of the project

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.2.7 **Consultancy Services Agreement**

Other responsibilities as contained in the **Consultancy Services Agreement, (Appendix I)**.

11.2.8 **Detailed Work Programme**

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or any other to be agreed upon, outlining the whole scope of the work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract

11.3 **CIVIL & STRUCTURAL ENGINEERING – SPECIFIC DELIVERABLES**

The main objective of this assignment is the provision of full pre and post contract civil and structural engineering consultancy services. This will involve the Design and Construction supervision of civil and structural works of the entire project. The civil & structural engineer will also be responsible for the designs of the access to the railway line and access road from A1 road, including all the approvals and acquisition of the needed land servitudes for the access road and access to the railway line. The following are the specific objectives and tasks for the consultancy:

11.3.1 **Stage 1: Inception Report and Scheme Design Drawings**

- a) Conduct site inspection and collate data
- b) Conduct topographical survey and geotechnical investigation
- c) Prepare inception report and provide inputs to schematic designs as needed

11.3.2 **Stage 2: Preliminary Design Report and Preliminary Design Drawings**

- a) Undertake civil and structural engineering preliminary designs including preparation of preliminary design reports and drawings.

11.3.3 **Stage 3: Final Design Report & Approved construction drawings & Building Permits & Tender Documentation**

- a) Undertake civil and structural engineering final designs, prepare all reinforcements bar bending schedules, preparation of approved construction drawings, getting all approvals and building permits and finalise tender documentation.

11.3.4 **Stage 4: Procurement Processes to engage and award of building contractor**

- a) Undertake and participate as needed in all the procurement processes to the award of the building contractor

11.3.5 **Stage 5: Post Contract Administration**

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.3.6 **As-Built Drawings**

To produce as-built drawings, in electronic format (AutoCAD 2010 or other agreed upon) and on A1, after the **completion** of the project.

11.3.7 **Consultancy Services Agreement**

Other responsibilities as contained in the **Consultancy Services Agreement, (Appendix I)**.

11.3.8 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or any other agreed upon format, outlining the whole scope of work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

11.4 ELECTRICAL ENGINEERING – SPECIFIC DELIVERABLES

The main goal of this request for proposals is to provide both pre and post-contract electrical engineering consultancy services. This will involve the Design and Construction supervision of the entire project.

11.4.7 Electrical Services Standards

The design, installation and commissioning works shall conform to the Chartered Institute of Building Services Engineers Guide, the I.E.E. wiring regulations (latest edition) and any relevant South African and British Standard Codes of Practice.

The following are the specific objectives and tasks for the consultancy:

11.4.8 Project Services Survey

To undertake detailed surveys to enable the undertaking of detailed designs. To provide all pre and post-contract services by undertaking preliminary and detailed electrical engineering and other associated services designs and documentation.

To establish existing power supply and capacity and propose site supply and connection details. A report on this aspect to be issued at preliminary design stage.

11.4.9 High Voltage Power Supply Grid Servitude

Determine the appropriate servitude to be established, for the high power voltage power grid passing through the site, if any , and an approved site protection barrier to be determined with the Botswana Power Corporation at preliminary design stages to allow other consultants to effectively integrate the servitude design into their designs.

11.4.10 Services Design

Some of the services shall include;

- a) Existing power supply capacity and design.
- b) Proposed power supply to ensure reliability of supply.
- c) Incoming power supplies; load calculations and analysis and timely application for permanent power and its follow up with BPC until connection.
- d) Electrical sub-stations, switchboards and power distribution systems.

- e) Interior and exterior lighting installations.
- f) Flood lighting, external, security and street lightning and control.
- g) Electrical distribution systems.
- h) Automatic fire detection and alarm systems
- i) Public address and sirens as may be required.
- j) Earthing and lightning protection systems.
- k) Security and telecommunication systems and controls as may be required.
- l) Information and communication systems and security systems as required

11.4.11 **Proposed & Approved Drawings**

Avail proposed and approved drawings in AutoCAD 2010 or any other agreed upon, with the Authority approval letters to SADC.

11.4.12 **Alternative Designs**

To prepare a preliminary report, taking cognisance of the alternative solutions to the electrical, communications, data distribution, fire alarms, back-up power generation and distribution, security of the buildings.

11.4.13 **Cost Effective Designs**

To provide cost-effective solutions to all designs with the overall objective to contain the project costs within approved budget without compromising the quality of works.

11.4.14 **Detailed Specifications**

Preparation of detailed specifications, design calculations, lay out designs (hard copies and electronic vectorised format on CDs (AutoCAD 2010) and documentation for the works.

11.4.15 **Design Reports**

To prepare design reports inclusive of provision of PC sums (if required) to the project quantity surveyor.

All the drawings at this stage must be fully detailed and stamped as necessary and ready to be issued to the contractor to commence construction work.

11.4.16 **Post Contract Project Management**

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.4.17 **Maintenance & Operation Manuals**

Preparation maintenance and operation manuals and advise on economic running and maintenance requirements.

11.4.18 **Design Drawings**

Preparation, submission and approval of shop drawings, co-ordination drawings and 'as-built' drawings (hard copies and electronic copies in AutoCAD 2010).

11.4.19 **Project Meetings**

To attend technical and project meetings and coordinate all electrical work output on site.

11.4.20 **BPC & Other Utility Authorities**

To liaise with utility providers, Botswana Power Corporation, Botswana Telecommunications Corporation, Department of Information Technology and the design team and ensure services are in place in good time.

To get timely approval by the utility provider on the design and the specifications and finally handing over the services to the service providers for eternal use and maintenance.

11.4.21 **Monthly Project Evaluation**

Preparation of monthly evaluation for electrical works, preparation of instructions and preparation of final account on completion of the works. Avail testing and commissioning certificates to SADC.

11.4.22 **Consultancy Services Agreement**

Other responsibilities as contained in the **Consultancy Services Agreement, (Appendix I)**.

11.4.23 **Detailed Work Programme**

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other agreed format, outlining the whole scope of work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.5 MECHANICAL ENGINEERING – SPECIFIC DELIVERABLES

The main objective of this consultancy is to provide pre and post contract Mechanical Engineering consultancy services. The following are some of the objectives and tasks of the consultancy;

11.5.7 Pre Contract Responsibilities : Design of Building Services

- a) Design of air conditioning and ventilation systems complete, including controls. (if requested by Client)
- b) Design of cold and hot water distribution systems and all above ground waste and sanitary pipe work systems within the building i.e. all building services.
- c) Design of fire protection systems (hose reels, wet & dry risers and sprinkler system) including controls.
- d) Design of any other mechanical system as requested by SADC and/or spelt out in the request for proposals document.
- e) All the drawings at this stage must be fully detailed and stamped as necessary and ready to be issued to the contractor to commence construction work.
 - a. Getting all the approvals and permits from local authorities and utility organizations.

11.5.8 Post Contract Responsibilities : Construction Supervision

The design, installation and commissioning works shall conform to the Chartered Institute of Building Services Engineers Guide and any relevant South African and British Standard Codes of Practice.

The consultant will also provide the following services:

- a) Preparation of maintenance manuals and advice on economic running and maintenance requirements for the works listed above.
- b) Preparation of specifications, layout drawings and documentation for the works.
- c) Preparation of shop drawings, co-ordination drawings and 'As-built' drawings.
- d) To report on the progress, design process and to inspect the construction of the works.
- e) To prepare cost and progress reports. To prepare monthly valuations for mechanical works and final account on completion of the works

- f) To ensure works are carried out in accordance with contract documents. To attend monthly site and coordination meetings.
- g) Dispute resolution: The mechanical consultant shall avail themselves as expert witnesses and shall provide all information to resolving any dispute arising from the mechanical works sub contract.
- h) Coordinating all the works with local authorities, utility organizations and service providers and seek their approvals and finally handing over the deliverables to utility organizations and local authorities for their eternal use and maintenance.
- i) Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Facilitate project close out.

11.5.9 **Consultancy Services Agreement**

Notwithstanding all the above, the scope of services to be provided by the Consulting Mechanical Engineer shall encompass those stated in the Consultancy Services Agreement.

11.5.10 **Detailed Work Programme**

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other agreed upon format, outlining the whole scope of work at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.6 **QUANTITY SURVEYOR – SPECIFIC DELIVERABLES**

The main goal of the project is to provide pre-contract and post-contract quantity surveying services , which can be summarized as follows :

- Preparation of project brief
- Preparation of preliminary cost estimates for the entire project
- Preparation of detailed and most accurate cost estimates for the entire project

- Preparation of tender and contract documents for contractors engagement
- Preparation of tender estimates for contractors engagement
- Undertaking all post contract quantity surveying duties.

The following are some of the specific objectives and tasks of the consultancy;

11.6.7 **Contract Documents**

To prepare and issue contract documents including Specifications in liaison with other professionals, especially Bills of Quantities to be issued to the construction contractors for bidding purposes. The Bills of Quantities will accommodate inputs from all the professionals within the consortium.

11.6.8 **Project Cost Management**

- a) To prepare periodic cost estimates and forecasts as required at different stages of the project development.
- b) To prepare cost plan or cost model of the works in accordance with the design development.
- c) Prepare interim valuations and certificates of payments in accordance with the contract provisions - generally monthly.
- d) Evaluate any contractor's claim in conjunction with other project consultants and make recommendations to SADC.
- e) Prepare final account for approval by SADC, and letter for formal agreement with the contractor. Where agreement cannot be achieved within a reasonable time, the approved final account if approved by SADC may be used as the basis of preparing the Final Certificate.

11.6.9 **Project Tender Management**

- a) To prepare tender notice, Bills of Quantities, check, analyse, evaluate and prepare tender recommendation in liaison with other design professionals and submit to SADC for adjudication.

11.6.10 **Project Meetings**

To attend technical and project meetings and coordinate all quantity surveying related work output on site.

11.6.11 **Variations Management**

Solely responsible to manage the variation account so as to generate Cost Reports at not more than 3 months intervals. As a minimum the Cost Reports shall show;

- a) Changes in value of provisional sums and provisional quantities
- b) Values of contract instructions.

- c) Values of proposed design changes, or anticipated instructions.
- d) Anticipated final contract sum.
- e) Any residual contingency sum.

11.6.12 **Dispute Resolution**

The consultant shall avail themselves as expert witnesses and shall provide all information relevant to resolving any dispute arising from the contract.

11.6.13 **Project Payment Programme**

In liaison with other professionals involved in the project shall submit a detailed work programme to SADC for the Pre-Contract and Post-Contract Consultancy services outlining the payment schedules and programme due to the Consortium at major project delivery milestones.

11.6.14 **Post Contract Management**

For post-contract services, the consulting quantity surveyor is expected to exercise his judgments as an experienced and qualified professional to ensure that the works conform generally to the contract documents including Bills of Quantities.

Provide post-contract supervision services during construction stage of the project to ensure that construction works are being executed in accordance with construction drawings and specifications. Coordinating all the works with local authorities and Utility organizations and service providers and seeking their approvals in writing. Handing over of all the services to respective local authorities and utility organizations for their eternal use and maintenance.

Ensure coordination with all relevant local authorities and service providers and seek their approvals in writing and finally handing over of all the respective services or any other deliverable to the authorities for eternal use and maintenance. Prepare and submit as built drawings and Facilitate project close out

11.6.15 **Consultancy Services Agreement**

Notwithstanding all the above, the scope of services to be provided by the Consulting Quantity Surveyor shall encompass those stated in the **Consultancy Services Agreement**.

11.6.16 **Detailed Work Programme**

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other agreed upon format, outlining the whole scope of works at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

11.7 **LAND SURVEYOR – SPECIFIC DELIVERABLES**

The main goal of the project is to provide pre-contract and post-contract Land Surveying services.

Following are the Terms of Reference (TOR) and other details required for Tendering and carrying out the Survey.

11.7.7 Cadastral Survey

- a) Cadastral Survey shall be carried out in accordance with the Development Plan and beacons shall be installed as necessary.
- b) All positions of the pegs/beacons installed shall be marked with stones painted white.
- c) All clarifications on the Development Plan shall be sought from the DTRP by the Surveyor.
- d) All existing Plot beacon marker stones shall be removed.
- e) The General Plan shall be submitted for registration to the Department of Surveys and Mapping (DSM) in accordance with the Land Survey Act. It will be the responsibility of the Surveyor to ensure that the General Plan is registered.
- f) The Land Surveyor is required to produce survey diagrams for each plot.
- g) The scale to be adopted for the drawings shall be as required by the DSM.
- h) The Surveyor shall be responsible to apply for the cancellation of the existing General Plan.
- i) Any existing pegs/beacons found to be too close to the new pegs or interfering with the installation of them shall be removed.
- j) DWD or DXF Files shall be provided by the Surveyor.
- k) All coordinates for beacons shall be in the ASC II Format.
- l) All coordinates shall relate to the National Grid.

11.7.8 Topographical Survey

- a) Levels and contours at 0.25 intervals shall be established.
- b) Positions of trees of substantial girth, rock outcrops/ kopjes and the extent of area covered by them shall be identified.
- c) Any depressions and waterways shall be identified.
- d) Positions of services crossing the land shall be identified.
- e) Positions of all services such as Sewers (including Manholes), Water Supply lines, Electricity lines etc; running on and around the periphery of the land shall be identified, and due consultations with the following service authorities should be undertaken to verify and validate the existence of such services;
- f) Water Utilities Corporation.
- g) Botswana Power Corporation.
- h) Local Council Authority or Council.

- i) Positions of any structures that may have been erected on site shall be identified and described.
- j) Concrete Markers indicating levels at various positions shall be installed on the ground. Positions of the Markers shall be such that they will not be interfered with by the developments that will take place in the land. Positions of such Markers shall be clearly marked in the drawing.
- k) The report shall be in the form of a drawing to a scale of 1:500 or any other appropriate scale. The drawing shall also be submitted in the Electronic format, accessible by AutoCAD 2007/8. All survey points (x,y,z) shall be in the ASC II Format. The data must be in 3-D.
- l) All coordinates and levels should relate to the National Grid.

11.7.9 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other agreed upon format , outlining the whole scope of work from contract signature until the completion of the works. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

11.8 ENVIRONMENTALIST – SPECIFIC DELIVEARBLES

A full environmental impact assessment was deemed unnecessary and therefore waived off by the authorities. However a comprehensive Environmental Management Plan has been prepared and approved. The consultant must ensure that all the requirements and conditions as stipulated in the approved Environmental Management Plan are strictly implemented and adhered to.

The main goal of the environmentalist will be to ensure that the approved Environmental Management Plan is followed during the pre-contract, construction and operational phases of the project.

Therefore, amongst others, the environmentalist must ensure the following:

- a) Monitoring and addressing the interruption of green corridor
- b) Monitoring and addressing the loss of biomass/vegetation
- c) Ensuring that soil erosion and pollution risks potentially arising from the project are properly mitigated
- d) Ensuring the pollution risks to ground water potentially arising from the project , inclusive but not limited to general waste , human waste ,hazardous waste etc. are properly mitigated.
- e) Ensuring the effective mitigation of air (dust) pollution and / or any other forms of pollution potentially arising from the project.

- f) Ensuring effective management of socio-economic impacts potentially arising from the project
- g) The environmentalist to propose any other deliverables deemed necessary for this project both at pre and post contract

11.8.7 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other approved format, outlining the whole scope of work at pre and post contract and operational phases of the project. This programme shall be consolidated into the main Consortium project programme and shall form part of the project contract.

11.9 GEOTECHNICAL & SOILS ENGINEER – SPECIFIC DELIVERABLES

The main goal of the project is to provide pre-contract and post-contract Geotechnical Soils Investigations services.

The geotechnical and laboratory investigations to be undertaken within the larger SADC plot should specify typical building construction geotechnical soils investigations details in the report including but not limited to the items noted below:

11.9.7 Trial Pits

The trial pits will be picked randomly within the area and they must be representative. The location and details of the trial pits in relation to the site layout should be clearly marked and identifiable. The number of trial pits to be 4no per 0.25ha (to be confirmed by the consultant)

11.9.8 Re-instatement of Trial Pits and Investigation Works

All excavations are to be filled back and reinstated on completion of the work. All temporary works and installations and waste material are to be removed from the site.

11.9.9 Soil Profiles

The trial pits should provide soil profiles and soil classifications at various depths for all using accepted standard methods.

11.9.10 Atterberg Limits

Determination of Atterberg Limits and Particle Size Distribution of the in situ material.

11.9.11 Soils Collapse Potential

Determination of Collapse Potential of each Soil Type.

11.9.12 Soils CBR

Determination of CBR of the in situ material at 95% MOD AASHTO.

11.9.13 Consolidated Settlement

Testing for Consolidation, and settlement, where necessary.

11.9.14 Soils Bearing Capacity

Determination of the Bearing Capacity of the Soil using standard methods.

11.9.15 Adverse Soil Conditions

Comments on the soil types in the different locations, special attention to be given to any adverse Soil Conditions such as expansive clays, high ground water levels, ant hills and activity of termites, rock outcrops, derelict mining activities etc.

11.9.16 Proposed Foundations

Recommendations for Foundations to be designed for the proposed buildings.

11.9.17 Internal Roads and Pavements

Recommendations on the use of in-situ material for earth works in Roads and Pavements.

11.9.18 General Site Geology

Comments on the general geology of the area based on available geological maps.

11.9.19 Geotechnical & Soils Investigation Methodology

The methodology to be adopted for the investigations and the methods to be used for the Laboratory and other testing should be described in the proposals.

The methodology should outline any specialist skills, equipment and machinery that the Tenderer will source outside of Botswana.

11.9.20 Bush Clearing & Survey Pegs

Bush clearing should be kept at a minimum with tree cutting limited to a need be approach. Any survey pegs disturbed during the investigations shall be re-instated.

11.9.21 Detailed Work Programme

The Tenderer shall as part of his tender submit a detailed programme of works in Microsoft Project 2007 or other format agreed upon , outlining the whole scope of works at pre and post contract. This programme shall be consolidated into the main Consortium project programme and shall form part of the contract.

VOLUME 1: PART 2 - RETURNABLE TENDER INFORMATION

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ANNEXURE - 1

12 TECHNICAL PROPOSAL SUBMISSION FORM

_____ / _____ / 2019 [Date]

The Executive Secretary,
Southern African Development Community
Plot 54385 CBD
P / BAG 0095
Gaborone, Botswana

Dear Sir/madam,

We, the undersigned, offer to provide the Pre and Post contract consultancy services (Consortium Services) for the Construction of SADC Standby Force Regional Logistics Depot at Rasesa , Gaborone , Botswana , **Tender Number SADC / RLD CONST / 01**, in accordance with your request for Proposals and Terms of Reference and our attached proposal, submitted herewith. Our submission includes both a Technical and a Financial Proposal and the relevant copies, each sealed within a separate envelope.

Should we be selected to provide the above services, we undertake to operate on the basis of the proposed staff. Our proposal is binding upon us and subject to modifications resulting from your requirements.

We confirm that the information submitted in our proposal is correct and agree that our tender be disqualified should it be found to contain false information.

We understand that you are not bound to accept any tender neither are you bound to give reasons.

Yours sincerely

Date:

[Signature of authorized representative of the consortium]

[Day/Month/Year]

[Print full name of authorized representative of the consortium]

Name of Lead Consultant: _____

Address: _____

Lead Consultant Company Stamp

13 COMPANY PROFILE, STRUCTURE & RESOURCES

Section 13 should be filled separately for each Consultancy Consortium company.

13.1 COMPANY PROFILE – APPENDIX A

13.1.1 Company Details – APPENDIX A1

Table 13.1.1

Business Name		Trading Name	
Postal Address		Physical Address	Address of Registered Office
Telephone #(s)			Email Address
Corporate Status		Date of Incorporation	
Details of Directors / Partners			
Name	Qualification and Occupation (Clearly indicate discipline of qualification)	Position in Firm	Equity (percentage of ownership of firm)
Parent Company Details (if any)		Associate Firm(s) Details (if any)	
Participation in this assignment		Participation in this assignment	
Professional Services Offered		Professional Indemnity Insurance Details – attach copy of certificate in the appendix	
Bank Details		Underwriter:	
Bank Name		Address:	
Bank Address		Cover Provided:	
Firm's banker's for		Previous/Current Claims:	
years			

Date of company Registration: Attach copy of certificate in the appendix	Categories of Work Covered by Registration
Physical Facilities, Equipment and other Resources	
Name of Firm:	

13.1.2 Company Organogram – APPENDIX A2

The entire Staff Organogram to be provided.

Table 13.1.2

Staff Organogram	
Name of Firm:	

13.2 APPENDIX B

13.2.1 Proposed Staff Deployment - APPENDIX B-1

Staff proposed for deployment on this assignment, Refer to clause 9.4 of these TOR

Table 13.2.1 (a) Professional Staff

PROFESSIONAL/TECHNICAL STAFF		
Name and Nationality	Position	Task(s)

Table 13.2.1 (b) Support Staff

SUPPORT STAFF		
Name and Nationality	Position	Task(s)

SUPPORT STAFF		
Name and Nationality	Position	Task(s)
Name of Firm		

13.2.2 Staff Curriculum Vitae - APPENDIX B-2

Curriculum vitae (cv) for proposed professional / technical Staff for the project [Complete a separate proforma for each. Each CV to start on a new page].

Table 13.2.2

Position (as per section 9.4); _____

Name of Staff Member; _____

Year of Birth; _____

Nationality; _____

Profession and discipline of qualification: _____

Date of Graduation and Institute: (attach certified copy of certificate in the appendix)

Current Membership in Professional Institutions: (Provide certified proof in the appendix e.g. certified copy of membership certificate) _____

Years with Firm _____

Details of Tasks Assigned

Education: _____

[Summarize **College/university and other specialized education and training** of staff member most pertinent to the tasks on this assignment, giving names of college/ university, dates attended, and qualification obtained.]

Past Experience: _____

[Give an outline of staff member’s experience in reverse chronological order on various assignments undertaken since graduation giving type of activity and describing duties and level of responsibility held by the staff member on those assignments; give dates, names of employing organizations, and client references, where appropriate. Project

locations and values (in equivalent US\$ for all projects.)

Language Proficiency (tick)	English		Other		Other	
	Spoken	Written	Spoken	Written	Spoken	Written
Excellent						
Good						
Fair						
Poor						

Certification

I certify that this data correctly describes my personal, qualifications and experience, to the best of my knowledge and belief.

Date:

[Signature of staff member]

[Day/Month/Year]

[Print full name of staff member]

Date:

[Signature of authorized representative of the firm]

[Day/Month/Year]

[Print full name of authorized representative of the firm]

Name of Firm: _____

13.3 APPENDIX C

13.3.1 Firm's Project References – APPENDIX C1

Relevant Projects Carried Out in the Last Ten (10) Years

[Complete a separate proforma for each project]

Table 13.3.1

Assignment Name:		
Location of Project		Name, Address, Telephone and contact person of Client
Start Date (Month/Year)	Completion Date / expected completion date (Month/Year)	Project Contract value (USD)
Name of Associated Consultants, if any		Number of Staff Provided by Associated Consultants
Narrative Description and Status of Project:		
Senior Staff involved (Project Director/Senior Engineer/Senior Architect/Senior Quantity Surveyor etc) and details of actual services provided by them		
Name of Firm:		

13.3.2 Firms Directors Relevant Experience in Projects - APPENDIX C-2

Relevant Projects carried out since graduation

[Tenderers should note that this refers to the director of the firm and not necessarily to the proposed project director (unless the proposed project director is also a director of the firm). Further, the firm director's experience will only be evaluated if the director is a shareholder in the firm and is academically qualified in the discipline for which the firm is tendering (a certified copy of academic qualification must be provided in the Appendix)]

Tenderers should use the format below to provide the required information for the project. However tenderers are not required to use a separate page for each project and may provide details for more than one project on the same page.

Table 13.3.2

Assignment Name		
Location of Project	Name, Address, Telephone and contact person of Client	Name of employing firm and position of Staff member in the firm
Start Date (Month/Year)	Completion Date / expected completion date (Month/Year)	Project Contract value (USD)
Narrative Description and status of Project		
Name of Firm:		

13.4 APPENDIX D

13.4.1 Pre-Contract Quality Assurance – APPENDIX D1

Table 13.4.1

Description of the Pre-Contract quality assurance measure that you propose to apply in
--

performing this assignment

Name of Firm: _____

13.4.2 Post-Contract Quality Assurance – APPENDIX D2

Table 13.4.2

Description of the Post-Contract quality assurance measure that you propose to apply in performing this assignment

Name of Firm: _____

13.5 APPENDIX E

13.5.1 Time Schedule for Proposed Major Summary Activities - APPENDIX E1

Table 13.5.1

ACTIVITY	INPUT DURATION (in the form of a Bar Chart) in weeks measured from commencement of consultancy shown in months																				
	1	2	3	4	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		

Name of Firm: _____

13.5.2 Gantt Chart – APPENDIX E2

A single detailed consolidated Gantt chart in Microsoft Project 2007 or other agreed format , to be compiled and submitted as one programme by the Lead Consultant. This programme will form the basis of the programme contract between the Client and the Consortium.

13.5.3 Methodology & Workplan - APPENDIX E3

A description of the detailed methodology and Workplan for performing this assignment guided by these Terms of Reference shall specified to include but not limited to; a general approach, design guidelines as well as specifications and codes of practice (if applicable) to be utilized by the Consortium should be detailed in table 13.5.3.

Table 13.5.3

Project Stage	Description of Methodology/Action and Activities

Name of Firm:

13.5.4 Milestones for Report Submissions, and Payment Plan – APPENDIX E4

(Pre-contract consultancy duration including client approval stages. REFER TO CLAUSE 10 of These Terms of Reference

Table 13.5.4

Reports	Week #
Stage 1 : Inception report and scheme design	
Submission to Client of Approvals and other documentation	
Stage 2 : Preliminary Report and Preliminary designs	
Submission to Client of Approvals and other documentation	
Stage 3 : Final Design report , approved and stamped construction drawings , building permits, all approvals and all tender documentation needed for the appointment of building contractors.	
Submission to Client of Approvals and other documentation	
Stage 4 : Procurement processes to engage and award the building contractors , including contract signing	
Submission to Client of Approvals and other documentation	
Stage 5 : Post Contract , Construction Stage	
Stage 6 : Close out stage	

Name of Firm: _____

ANNEXURE – 2
14 FINANCIAL PROPOSAL SUBMISSION FORM

..... / / 2019 [Date]

The Executive Secretary
Southern African Development Community
Plot 54385 CBD
P / BAG 0095
GABORONE, BOTSWANA
Dear Sir/madam

We, the undersigned, offer to provide the Pre and Post contract Consortium Consultancy services for the Construction of SADC Standby Force Regional Logistics Depot at Rasesa , Gaborone , Botswana , **Tender SADC / RLD CONST / 01** in accordance with your request for Proposals and Terms of Reference, and our proposal submitted herewith. Our submission includes both Technical and Financial Proposal and the relevant copies, each sealed within a separate envelope.

Our Financial Proposal is for **Fixed** Lump Sum Fees as indicated on the following page and for which a breakdown is given. Our fees shall remain unchanged for the stated scope of works irrespective of the actual contract sum. We further agree that should the scope of works change from that indicated in the request for proposals, our fees shall be adjusted to match the percentage change in the scope of works in accordance Clause 5.3.3 of these Terms of Reference. We further agree that any delays in payments of the fee invoices shall attract interest charges in accordance with clause 5.3.4 of these Terms of Reference. We further agree that while the designs of the entire project will be done holistically, the construction of the project will be done in phases, the extent of phased packaging, and the scope of each phase, will be determined by the client, and this should not attract any extra consultancy costs. We agree that our submission shall remain open for consideration for a period of 180 days from the closing date of the Tender.

Notwithstanding anything contained in the foregoing, we understand and agree that, the Client is not bound to accept any tender or to incur any expense related to the Tenderer’s preparation thereof.

Yours sincerely _____ Date: _____
[Signature of authorized representative of the consortium] [Day/Month/Year]

[Print full name of authorized representative of the consortium]

Name of Lead Consultant: _____
Address: _____
Lead Consultant Company Stamp _____

15 FINANCIAL SUMMARY APPENDICES – PRE & POST CONTRACT CONSORTIUM CONSULTANCY SERVICES – APPENDIX F

15.1 FINANCIAL PROPOSAL SUMMARY – PRE CONTRACT

15.1.1 Consortium Pre-Contract Financial Summary - APPENDIX F0

Consortium total pre-contract fees - Appendix F0

Table 15.1.1

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 12% (12% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses. Sum of all firms. (attach detailed breakdown).		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Lead Firm:		
Stamp:		

15.1.2 **Architecture - APPENDIX F1**

Financial Proposal data sheet – Pre-Contract Services

Architectural - **Appendix F1**

Table 15.1.2

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 12% (12% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

15.1.3 **Quantity Surveying - APPENDIX F2**

Financial Proposal data sheet – Pre-Contract Services

Quantity Surveying - **Appendix F2**

Table 15.1.3

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 12% (12% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

15.1.4 **Civil & Structural Engineering - APPENDIX F3**

Financial Proposal data sheet – Pre-Contract Services

Civil and Structural Engineering - **Appendix F3**

Table 15.1.4

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 12% (12% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

15.1.5 **Electrical Engineering - APPENDICX F4**

Financial Proposal data sheet – Pre-Contract Services

Electrical Engineering - **Appendix F4**

Table 15.1.5

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 12% (12% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

15.1.6 Mechanical Engineering - APPENDIX F5

Financial Proposal data sheet – Pre-Contract Services

Mechanical Engineering - Appendix F5

Table 15.1.6

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 12% (12% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

15.1.6 **Land Surveying - APPENDIX F6**

Financial Proposal data sheet – Pre-Contract Services

Land Surveyor - **Appendix F6**

Table 15.1.7

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 12% (12% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

15.1.7 **Geotechnical Engineering - APPENDIX F7**

Financial Proposal data sheet – Pre-Contract Services
 Geotechnical & Soils Engineering - **Appendix F7**

Table 15.1.8

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 12% (12% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

15.1.8 **Environmentalist - APPENDIX F8**

Financial Proposal data sheet – Pre-Contract Services

Environmentalist - **Appendix F8**

Table 15.1.9

STAGE	AMOUNT (USD)	%AGE OF f*
a) Inception report and scheme design less 5% retention : Stage 1 of Clause 10 of these TOR		
b) Preliminary design reports and preliminary design drawings less 5% retention : Stage 2 of Clause 10 of these TOR		
c) Final design report & approved construction drawings & building permits & all tender documentation less 5% retention : Stage 3 of clause 10 of these TOR		
d) Procurement processes to engage and award the building contractors less 5% retention : Stage 4 of Clause 10 of these TOR		
e) Retention (5%) (5% of sum of a to d) to be released on Completion of the post contract defects liability period		
f) SUBTOTAL - A (sum a. to e.)		
g) Add VAT @ 12% (12% of f.)		
h) Total Pre-Contract Fees (sum f. & g.)		
i) Estimated Reimbursable Expenses (attach detailed breakdown)		
j) Total Pre-Contract Fee (sum of f & i) as a percentage of the Estimated Pre Contract consultancy cost.		
Name of Firm:		
Stamp:		

15.2 APPENDICES – FINANCIAL PROPOSAL SUMMARY – POST CONTRACT

15.2.1 Consortium Post Contract Financial Summary - APPENDIX F9

Consortium total post-contract fees - **Appendix F9**

Table 15.2.1

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR (≤ 85% of d.)		
b) Close Out Stage less 5% retention Stage 6 of clause 10 of these TOR (≤ 15% of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 12% (12% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses (Sum of all disciplines). Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Lead Firm:		
Stamp:		

15.2.2 ARCHITECTURE APPENDIX F10

Financial Proposal data sheet – Post-Contract Services

Architectural total post-contract fees - **Appendix F10**

Table 15.2.2

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR (≤ 85% of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR (≤ 15% of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 12% (12% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

15.2.3 QUANTITY SURVEYING - APPENDIX F11

Financial Proposal data sheet – Post-Contract Services

Quantity Surveying total post-contract fees - **Appendix F11**

Table 15.2.3

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR ($\leq 85\%$ of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR ($\leq 15\%$ of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 12% (12% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

15.2.4 Civil & Structural Engineering - APPENDIX F12

Financial Proposal data sheet – Post-Contract Services

Civil & Structural Engineering total post-contract fees - Appendix F12

Table 15.2.4

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR ($\leq 85\%$ of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR ($\leq 15\%$ of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 12% (12% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

15.2.5 **Electrical Engineering - APPENDIX F13**

Financial Proposal data sheet – Post-Contract Services

Electrical Engineering total post-contract fees - **Appendix F13**

Table 15.2.5

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR (≤ 85% of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR (≤ 15% of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 12% (12% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

15.2.6 **Mechanical Engineering - APPENDIX F14**

Financial Proposal data sheet – Post-Contract Services

Mechanical Engineering total post-contract fees - **Appendix F14**

Table 15.2.6

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR ($\leq 85\%$ of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR ($\leq 15\%$ of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 12% (12% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

15.2.7 Land Surveyor - APPENDIX F15

Financial Proposal data sheet – Post-Contract Services

Land Surveying total post-contract fees - **Appendix F15**

Table 15.2.7

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR (≤ 85% of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR (≤ 15% of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 12% (12% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

15.2.8 **Geotechnical Engineering - APPENDIX F16**

Financial Proposal data sheet – Post-Contract Services

Geotechnical Engineering total post-contract fees - **Appendix F16**

Table 15.2.8

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR (≤ 85% of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR (≤ 15% of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 12% (12% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

15.2.9 Environmental Engineering - APPENDIX F17

Financial Proposal data sheet – Post-Contract Services

Environmental Engineering total post-contract fees - Appendix F17

Table 15.2.9

STAGE	AMOUNT (USD)	%AGE OF d)
a) Construction Supervision less 5% Retention Stage 5 of Clause 10 of these TOR (≤ 85% of d.)		
b) Close out Stage less 5% retention Stage 6 of clause 10 of these TOR (≤ 15% of d.)		
c) Retention (5%) (5% of sum of a to b) to be released at the end of post contract defects liability period and submission of close out report		
d) SUBTOTAL - A (sum a. to c.)		
e) Add VAT @ 12% (12% of d.)		
f) Total Post-Contract Fees (sum of d & e.)		
g) Estimated Reimbursable Expenses. Attach detailed breakdown		
h) Post Contract Fees + Disbursements (sum of f & g)		
i) Total Post-Contract Fee (sum of d & g) as a percentage of the Estimated post Contract consultancy cost		
Name of Firm:		
Stamp:		

16 **APPENDIX G**

16.1 **FINANCIAL PROPOSAL DATA SHEET – MAXIMUM HOURLY RATES (INCLUSIVE OF VAT) – APPENDIX G1**

Table 16.1

Item	Description (Refer to table 9.4)	Max. Hourly Rate (USD)
a)	Project Director / lead consultant	
b)	Senior (Architects,Engineers,Quantity surveyor,Land surveyor ,environmentalist)	
c)	Architects,Engineers,Quantity surveyors ,	
d)	Resident Engineer (monthly)	
e)	Clerk of Works (monthly)	
f)	Technicians	
g)	Support Staff (Specify)	

Name of Lead Firm	
Stamp:	

**16.2 FINANCIAL PROPOSAL DATA SHEET – DISBURSEMENTS (INCLUSIVE OF VAT)
APPENDIX G2**

Table 16.2

Item	Description	Qty	Rate (USD)	Amount
a)				
b)				
c)				
d)				
e)				
f)				
g)				
h)				
i)				
Total Disbursements				
VAT @ 12%				
Total Disbursements + VAT				

Name of Firm	
Stamp:	

17 APPENDIX H

17.1 DOCUMENT OF FORMATION / CONSORTIUM AGREEMENT

[Between Lead Consultant & each member of the consortium]

IDENTITY OF PROJECT:

IDENTITY OF CONTRACTING PARTIES

This agreement is hereby entered into by and between:

Practice A:

[Lead Consultant]

Of (Address):

And

Practice [B,C,D or E]:

[Member of the Consortium]

Of (Address):

which hereby forms the consortium designated as:

REPRESENTATION

The following persons have been identified to represent the two parties:

Practice A:

Practice [B,C,D or E]:

DEFINING RESPONSIBILITIES

Practice [B,C,D or E] will provide support to **Practice A** in the following discipline:

TEAM LEADER

The project team leader is recorded as:

PROFESSIONAL INDEMNITY INSURANCE - Practice [B,C,D or E]

The insurance policy shall provide for:

Claims of up to: _____ USD

And a deductible of: _____ USD

The **Professional Indemnity Insurance** is issued by:

INCOME SHARING FORMULA

The ratio for proportional distribution of income shall be: _____

Practice A: As proposed in the Financial Proposal

Practice [B,C,D or E]: As proposed in the Financial Proposal _____

AUDITORS [if applicable]

The Auditors to be appointed shall be:

DISPUTE RESOLUTION:

Disputes are to be referred to the following persons and/or firms:

Financial issues: _____

Legal issues: _____

Expert: (to determine the kind of dispute): _____

LIABILITIES

Both firms shall be jointly and severally liable to SADC for the performance of the contract.

SIGNATURE OF CONTRACTING PARTIES

Thus done and signed at:

on: (dd/mm/yy)

For Practice A:

[Signature]

Name in block letters

Capacity:

who warrants his/ her authority so to sign.

Witness:

Name

Signature

For Practice [B,C,D or E]:

[Signature]

Name in block letters:

Capacity:

Who warrants his/her authority so to sign.

Witness:

Name

Signature

18: APPENDIX J**BREAKDOWN OF THE PRE AND POST CONTRACT CONSULTANCY COSTS
(Fees + Reimbursables + Vat): Refer to Clause 3.4**

Item	Description	Pre Contract Costs USD	Post Contract Costs USD	Total USD
A	BUILDINGS			
1	Administration Block			
2	Accommodation Bungalows			
3	Residential Flats			
4	Military Police Office			
5	Warehouses			
6	Workshops			
7	Strong Rooms			
8	Health Posts			
9	Guard Houses			
10	Canteen and Kitchen			
11	Gym			
12	Covered Car Parks			
13	Uncovered Car Parks			
14	Paved Open Spaces			
15	Fuel Point			
16	Sports Grounds			
B	ON- SITE INFRASTRUCTURE			
1	Roads & Stormwater Drainages			
2	Water Reticulation			
3	Sewer Reticulation			
4	Electricity Reticulation			
5	Information & Communication & Security systems			
6	Security Towers			
C	OFF- SITE INFRASTRUCTURE			
1	Tarred Access Road from A1			
2	Access to Railway Line			
3	Water Reticulation			
4	Sewer Reticulation			
5	Electricity Reticulation			
6	Information & Communication & Security systems			
TOTAL		To be the same as in Appendix F0	To be the same as in Appendix F9	

• **END of ToR** •

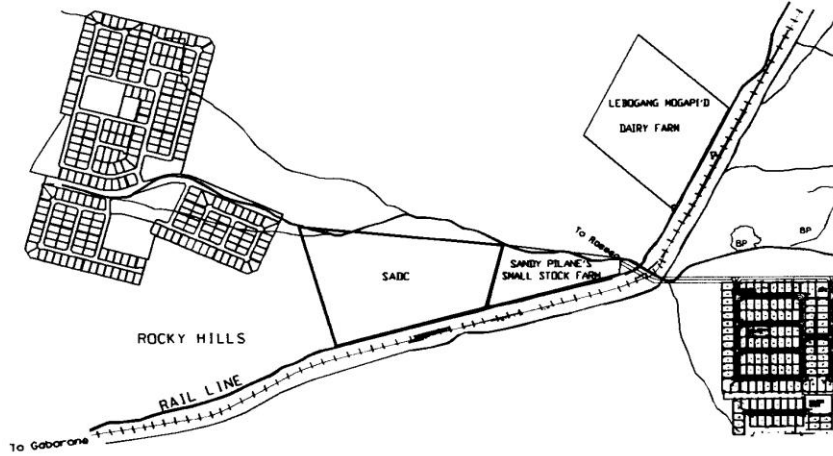
SITE AERIAL VIEW



NAME: SOUTHERN AFRICAN DEVELOPMENT COMMUNITY
 USE: INDUSTRIAL DEPOT
 ADDRESS: P/BAG 0095 GABORONE
 Compiled by JK MFUNDISI (PTD)
 DATE: 12-12-2012

B

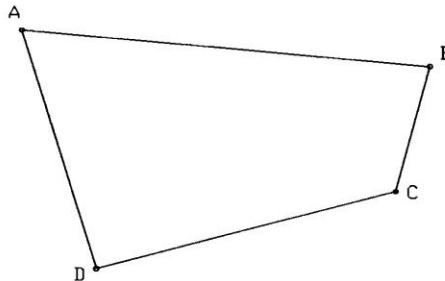
LOCALITY SKETCH



JK
 M.I.K.
 24

SIDES METRES	DIRECTIONS	CO-ORDINATES			
		System LD. 27°			
	CONSTANTS	Y	X		
AB	686.72	275.40.40	A	+ 91 502.27	+ 2 696 633.76
BC	226.74	14.44.50	B	+ 90 818.92	+ 2 696 701.69
CD	519.33	75.03.10	C	+ 90 876.64	+ 2 696 920.96
DA	439.00	163.36.40	D	+ 91 378.40	+ 2 697 054.92

SCALE: 1:1000



The Area is approximately 19.0838Ha

This sketch is to be submitted to the Land Board in support of an Application for a Tribal Lease. It does not imply any rights to the Land

CHAIRMAN

[Signature]

SECRETARY

[Signature]



VOLUME 2: CONSULTANCY SERVICE AGREEMENT

Item	Description	Page
20	Consultancy Service Agreement	86



**STANDARD CONTRACT FOR CONSULTING
SERVICES**

**CONTRACT FOR PRE CONTRACT AND POST
CONSULTANCY SERVICES**

FOR

**THE CONSTRUCTION OF SADC STANDBY FORCE
REGIONAL LOGISTICS DEPOT, AT RASESA,
GABORONE, BOTSWANA**

CONTRACT NUMBER: SADC/RLDCONST/01/2019

BETWEEN

**SADC SECRETARIAT
("THE CONTRACTING AUTHORITY")**

AND

("THE CONTRACTOR")

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8.2	DISPUTE RESOLUTION	ERROR! BOOKMARK NOT DEFINED.

III. SPECIAL CONDITIONS OF CONTRACT **ERROR! BOOKMARK NOT DEFINED.**

IV. APPENDICES **ERROR! BOOKMARK NOT DEFINED.**

Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made this the _____ day of the month of _____ **2019** between, on the one hand, **SADC Secretariat** (hereinafter called the “Contracting Authority”) and, on the other hand, _____ (hereinafter called the “Contractor”).

WHEREAS

- (a) the Contracting Authority wishes to have the Contractor engaged to perform the Services hereinafter referred to;

and

- (c) the Contractor, having demonstrated to the Contracting Authority that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

1.1 The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Terms of Reference

Appendix B: Technical Proposal

Appendix C: Financial Proposal

2. The mutual rights and obligations of the Contracting Authority and the Contractor shall be as set forth in the Contract, in particular:

- (a) the Contractor shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Contracting Authority shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *SADC Secretariat*

Name:

Title: Executive Secretary

Date:

Place:

For and on behalf of _____

Name:

Title:

Date:

Place:

GENERAL CONDITIONS OF CONTRACT**General Provisions****1.2 Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Contracting Authority and the Contractor. The Contractor, subject to this Contract, has complete charge of his/her Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SC**.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address **specified in the SC**.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Contracting Authority's country or elsewhere, as the Contracting Authority may approve.

1.8 Authority of Member in Charge

In case the Contractor consists of a joint venture/consortium/association of more than one entity, the Members hereby authorise the entity **specified in the SC** to act on their behalf in exercising all the Contractor's rights and obligations towards the Contracting Authority under this Contract, including without limitation the receiving of instructions and payments from the Contracting

Authority.

1.9 Authorized Representatives

- 1.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Contracting Authority or the Contractor may be taken or executed by the officials **specified in the SC**.
- 1.9.2. The Contracting Authority's authorised representative shall be called Task Manager. The Task Manager may exercise the authority attributable to him/her **as specified in the SC**.
- 1.9.3. The Task Manager shall have no authority to amend the Contract.
- 1.9.4. The Contractor's authorised representative shall be called Project Director and he/she may exercise the authority attributable to him/her **as specified in the SC**.
- 1.9.5. Either Party shall promptly inform the other of any change of their authorised representative or of any change to the authority attributed to their authorised representative.

1.10 Taxes and Duties

The Contractor, its Sub-Contractors and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law **as specified in the SC**.

1.11 Fraud and Corruption

If the Contracting Authority determines that the Contractor and/or its Sub-Contractors have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Contracting Authority may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).

Should any personnel of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.5

1.11.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of that party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a SADC Secretariat investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the SADC Secretariat’s inspection and audit rights provided for under Clause 3.6.

¹ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes SADC Secretariat staff and employees of other organizations taking or reviewing procurement decisions.

² A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁴ A “party” refers to a participant in the selection process or contract execution.

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”) **specified in the SC.**
- 2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as **specified in the SC**, either Party may, by not less than fourteen (14) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services** The Contractor shall begin carrying out the Services not later than the number of days after the Effective Date **specified in the SC.**
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SC.**
- 2.5 Entire Agreement**
- This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications, or Variations**
- 2.6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.6.2. Substantial modifications to the contract, including modifications of the General or Special Conditions of the contract, changes in the scope or the duration of the contract, to the total contract amount and replacement of Key Experts, must be made by means of an addendum. If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least 15 days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.

2.6.3. However, where the amendment does not affect the basic purpose of the contract and, for a time based contract, the financial impact is limited to a transfer within the remuneration or between the remuneration and the provision for reimbursable expenses involving a variation of less than 15% of the original amount (or as modified by addendum) for the categories of expense where the money was taken from, the Task Manager shall have the power to order any variation to any part of the services necessary for the proper implementation of the tasks, without changing the object or scope of the contract. Such variations may include additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timing of performance of the services, changes in contact details and reporting requirements.

2.6.4. Prior to any administrative order for variation, the Task Manager shall notify the Contractor of the nature and form of such variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Task Manager a written proposal containing:

- (a) a description of the service to be performed or the measures to be taken and a programme for implementation of the tasks; and
- (b) any necessary modifications to the programme of implementation of the tasks or to any of the Contractor's obligations under the contract; and
- (c) for a time based contract, any adjustment to the contract value in accordance with the following principles:
 - (i) where the task is of similar character and executed under similar conditions to an item priced in the budget breakdown, the equivalent numbers of working days shall be valued at the fee rates contained therein;
 - (ii) where the task is not of a similar character or is not executed under similar conditions, the fee rates in the contract shall be applied to the estimated numbers of working days so far as is reasonable, failing which, a fair estimation shall be made by the Task Manager;
- (3) where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall

be borne by the Contractor.

- 2.6.5. Following the receipt of the Contractor's proposal, the Task Manager shall decide as soon as possible whether or not the variation shall be carried out. If the Task Manager decides that the variation shall be carried out he/she shall issue the administrative order stating that the variation shall be carried out under the conditions given in the Contractor's proposal or as modified by the Task Manager in accordance with or pursuant to Clause GC 2.6.4.
- 2.6.6. On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by these General Conditions in so doing as if such variation were stated in the contract.
- 2.6.7. No amendment shall be made retroactively except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.
- 2.6.8. Any change to the contract which has not been made in the form of an administrative order or an addendum or in accordance with this Clause shall be considered null and void.

2.7 Force Majeure

2.7.1 Definition

- (a) 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 includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Contracting Authority agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or

failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder 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.

2.7.3 Measures to be Taken

- (a) 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 minimise the consequences of any event of Force Majeure.
- (b) 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.
- (c) 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.
- (d) During the period of their inability to perform the Services 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 reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Contracting Authority, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled in accordance with Clause GC 8.

2.8 Suspension

The Contracting Authority may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Contractor of such notice of suspension.

2.9 Termination

2.9.1 *By the 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) of this Clause GC 2.9.1. 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 specified in a notice of suspension pursuant to Clause GC 2.8 above herein, within fifteen (15) days of receipt of such notice of suspension 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 pursuant to Clause GC 8 hereof.
- (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.

2.9.2 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 in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Contracting Authority fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- (b) 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.
- (c) If the Contracting Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Contracting Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within fifteen (15) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Contracting Authority, the Contractor shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

- 2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Contracting Authority shall make the following payments to the Contractor:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of travel of the Personnel.
- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within fourteen (14) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Contractor

3.1 General

3.1.1 *Standard of Performance*

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Contracting Authority, and shall at all times support and safeguard the Contracting Authority's legitimate interests in any dealings with Sub-Contractors or Third Parties.

3.1.2 Law Governing Services

The Contractor shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Contractor, as well as the Personnel of the Contractor and Sub-Contractor, comply with the Applicable Law. The Contracting Authority shall notify the Contractor in writing of relevant local customs, and the Contractor shall, after such notification, respect such

customs.

3.2 Conflict of Interests

The Contractor shall hold the Contracting Authority's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Contractor Not to Benefit from Commissions, Discounts, etc.

- (a) The payment of the Contractor pursuant to Clause GC 6 hereof shall constitute the Contractor's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Contractor, as part of the Services, has the responsibility of advising the Contracting Authority on the procurement of goods, works or services, the Contractor shall comply with the SADC Secretariat's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Contracting Authority. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Contracting Authority.

3.2.2 Contractor and Affiliates Not to Engage in Certain Activities

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractor and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Contractor's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Contracting Authority, the Contractor and their Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of providing the Services, nor shall the Contractor and their Personnel make public the recommendations formulated in the course of, or as a result of, the provision of the Services.

3.4 Liability of the Contractor

Subject to additional provisions, if any, set forth in the SC, the Contractors' liability under this Contract shall be provided by the Applicable Law.

3.5 Insurance to be Taken out by the Contractor

The Contractor (i) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Contracting Authority, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Contracting Authority's request, shall provide evidence to the Contracting Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Contractor shall permit the SADC Secretariat and/or persons appointed by the SADC Secretariat to inspect its accounts and records as well as those of its Sub-Contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the SADC Secretariat if required by the SADC Secretariat. The Contractor's attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the SADC Secretariat's inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Contractor Guidelines).

**3.7 Contractor's
Actions
Requiring
Contracting
Authority's
Prior Approval**

The Contractor shall obtain the Contracting Authority's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix B.
- (b) Subcontracts: the Contractor may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Contracting Authority. Notwithstanding such approval, the Contractor shall retain full responsibility for the Services. In the event that any Sub-Contractors are found by the Contracting Authority to be incompetent or incapable in discharging assigned duties, the Contracting Authority may request the Contractor to provide a replacement, with qualifications and experience acceptable to the Contracting Authority, or to resume the performance of the Services itself.
- (c) Any other action that may be specified **in the SC**.

**3.8 Reporting
Obligations**

The Contractor shall submit to the Contracting Authority the reports and documents specified in Appendix A hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.9 Documents
Prepared by
the Contractor
to be the
Property of the
Contracting
Authority**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Contractor for the Contracting Authority under this Contract shall become and remain the property of the Contracting Authority, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Contracting Authority, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Contracting Authority. If license agreements are necessary or appropriate between the Contractor and third parties for purposes of development of any such computer programs, the Contractor shall obtain the Contracting Authority's prior written approval to such agreements, and the Contracting Authority shall be entitled, at its discretion, to require recovery of its expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, **shall be specified in the SC**.

3.10 Equipment, Vehicles and Materials Furnished by the Contracting Authority

Equipment, vehicles and materials made available to the Contractor by the Contracting Authority, or purchased by the Contractor wholly or partly with funds provided by the Contracting Authority, shall be the property of the Contracting Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Contracting Authority an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Contracting Authority's instructions. While in possession of such equipment, vehicles and materials, the Contractor, unless otherwise instructed by the Contracting Authority in writing, shall insure them at the expense of the Contracting Authority in an amount equal to their full replacement value.

3.11 Equipment and Materials Provided by the Contractors

Equipment or materials brought into the Contracting Authority's country by the Contractor and the Personnel and used either for the Project or personal use shall remain the property of the Contractor or the Personnel concerned, as applicable, on the condition that it is not bought with funds provided by the Contracting Authority (see 3.10 above).

4. Contractors' Personnel and Sub-Contractors

4.1 General

The Contractor shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the Services.

4.2 Description of Personnel

- (a) The title, agreed job description, minimum qualification and estimated period of engagement for carrying out the Services by each of the Contractor's Key Personnel are described in Appendix B. If any of the Key Personnel has already been approved by the Contracting Authority, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix B may be made by the Contractor by written notice to the Contracting Authority, provided: (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Contracting Authority's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by agreement in writing between the Contracting Authority and the Contractor. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel

The Key Personnel and Sub-Contractors listed by title as well as by name in Appendix B are hereby approved by the Contracting Authority. In respect of other Personnel which the Contractor proposes to use in the carrying out of the Services, the Contractor shall submit to the Contracting Authority for review and approval copies of their Curricula Vitae (CVs). If the Contracting Authority does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Contracting Authority.

**4.4 Working Hours,
Overtime,
Leave, etc.**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix A hereto. To account for travel time, Foreign Personnel carrying out Services inside the Contracting Authority's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the country (ies) as is specified in Appendix A hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix A hereto, and except as specified in such Appendix, the Contractor's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix A. Any taking of leave by Personnel shall be subject to the prior approval by the Contractor who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

**4.5 Removal and/or
Replacement of
Personnel**

- (a) Except as the Contracting Authority may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Contracting Authority: (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Contracting Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Contracting Authority.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditure the Contractors may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Contracting Authority. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to

the replaced person in the period of six months prior to the date of replacement. Except as the Contracting Authority may otherwise agree:, (i) the Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Director

If required by the SC, the Contractor shall ensure that at all times during the Contractor's performance of the Services in the Contracting Authority's country a resident Project Director, acceptable to the Contracting Authority, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CONTRACTING AUTHORITY

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Contracting Authority shall use its best efforts to ensure that the Contracting Authority shall:

- (a) Provide the Contractor, Sub-Contractors and Personnel with work permits and such other documents as shall be necessary to enable the Contractor, Sub-Contractors or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Contracting Authority's country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Contracting Authority all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Contractor and the Personnel and any Sub-Contractors employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually

or as a corporate entity according to the Applicable Law.

- (f) Grant to the Contractor, any Sub-Contractors and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Contracting Authority's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be **specified in the SC**.

5.3 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Contracting Authority

- (a) The Contracting Authority shall make available to the Contractor and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.
- (b) In case that such services, facilities and property shall not be made available to the Contractor as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

In consideration of the Services performed by the Contractor under this Contract, the Contracting Authority shall make to the Contractor such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

- (a) The Contracting Authority shall make available to the Contractor free of charge such professional and support counterpart personnel, to be nominated by the Contracting Authority with the Contractor's advice, if specified in

Appendix A.

- (b) If counterpart personnel are not provided by the Contracting Authority to the Contractor as and when specified in Appendix A, the Contracting Authority and the Contractor shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Contracting Authority to the Contractor as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Contracting Authority's liaison personnel, shall work under the exclusive direction of the Contractor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Contractor that is consistent with the position occupied by such member, the Contractor may request the replacement of such member, and the Contracting Authority shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONTRACTOR

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in US Dollars is set forth in Appendix C.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceiling **specified in the SC**.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Contractor in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenses

Option 1: Lump Sum Contracts (delete as appropriate)

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Contracting Authority shall pay to the Contractor, in fix instalments, (i) the remuneration as set forth in SC hereunder, and (ii) the reimbursable expenses as set forth in Clause SC

hereunder, based on the following Schedule stated in SC.

- (b) Unless otherwise specified in the SC, the remuneration shall be fixed for the duration of the Contract.

Option 2: Time Based Contracts

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Contracting Authority shall pay to the Contractor (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise **specified in the SC**, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and **Clause SC 2.3** (or such other date as the Parties shall agree in writing), at the rates referred to in Appendix C to this Contract, and subject to price adjustment, if any, **specified in SC**.
- (c) Reimbursable expenses actually and reasonably incurred by the Contractor in the performance of the Services and identified in Appendix C of this Contract, shall not exceed the ceiling **specified in SC**.
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Contractor shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix B, and (iii) the Contractor's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Contracting Authority, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Contractor's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

- 6.3 Currency of Payment** All payments shall be made in US Dollars.
- 6.4 Mode of Billing and Payment** Billings and payments in respect of the Services shall be made as follows:

Option 1: Lump Sum Contracts

- (a) All payments under this Contract shall be made to the accounts of the Contractor **specified in the SC**.
- (b) Within the number of days after the Effective Date specified in the SC, the Contracting Authority shall cause to be paid to the Contractor advance payments as **specified in the SC**. When the SC indicate advance payment, this will be due after provision by the Contractor to the Contracting Authority of an advance payment guarantee acceptable to the Contracting Authority in an amount (or amounts) and in a currency specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix D hereto, or in such other form as the Contracting Authority shall have approved in writing. The advance payments will be set off by the Contracting Authority in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (c) The payments shall be done within thirty (30) days upon receipt of the original invoice accompanied by the supporting documents to demonstrate the acceptance by the Contracting Authority of the Contractor deliverable which the payment is tight upon.

Option 2: Time Based Contracts

- (a) All payments under this Contract shall be made to the accounts of the Contractor **specified in the SC**.
- (b) Within the number of days after the Effective Date specified in the SC, the Contracting Authority shall cause to be paid to the Contractor advance payments as **specified in the SC**. When the SC indicate advance payment, this will be due after provision by the Contractor to the Contracting Authority of an advance payment guarantee acceptable to the Contracting Authority in an amount (or amounts) and in a currency **specified in the SC**. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix D hereto, or in such other form as the Contracting Authority shall have approved in writing. The advance payments will be set off by the Contracting Authority in equal installments

- against the statements for the number of months of the Services **specified in the SC** until said advance payments have been fully set off.
- (c) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals **otherwise indicated in the SC**, the Contractor shall submit to the Contracting Authority, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (d) The Contracting Authority shall pay the Contractor's statements within sixty (60) days after the receipt by the Contracting Authority of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Contractor, the Contracting Authority may add or subtract the difference from any subsequent payments. Interest at the annual rate **specified in the SC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Contractor and approved as satisfactory by the Contracting Authority. The Services shall be deemed completed and finally accepted by the Contracting Authority and the final report and final statement shall be deemed approved by the Contracting Authority as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Contracting Authority unless the Contracting Authority, within such ninety (90) day period, gives written notice to the Contractor specifying in detail deficiencies in the Services, the final report or final statement. The Contractor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Contracting Authority has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in

accordance with the provisions of this Contract, shall be reimbursed by the Contractor to the Contracting Authority within thirty (30) days after receipt by the Contractor of notice thereof. Any such claim by the Contracting Authority for reimbursement must be made within twelve (12) calendar months after receipt by the Contracting Authority of a final report and a final statement approved by the Contracting Authority in accordance with the above.

- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D , may be charged to the respective contingencies only if such expenditures were approved by the Contracting Authority prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Contractor of any obligations hereunder.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond

within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

**8.2 Dispute
Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions **specified in the SC**.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contracting Authority's country is Botswana .
1.1 (b)	The Contracting Authority is: The SADC Secretariat
1.1 (c)	The Contractor is a consortium of the following companies, represented by _____
1.6	<p>The addresses are:</p> <p>Contracting Authority The SADC Secretariat Western Commercial Road (near Lobatse and Siboni Roads) CBD Plot 54385 City: Gaborone Country: Botswana</p> <p>Attention : Tel: Fax:</p> <p>Contractor</p> <p>Attention: Tel: Fax:</p>
1.9.1	<p>The Authorised Representatives are:</p> <p>For the Contracting Authority:</p> <p>The Task Manager is : Tel/Fax : +267 3972 848/ 318 1070</p> <p>For the Contractor:</p> <p>The Project Director is _____</p>

1.9.2	The Contracting Authority delegates to the Task Manager the following authority under this Contract: <i>The Task manager shall be the first point of contact for operational implementation and shall oversee operational implementation on a day to day basis. The Task Manager will approve reports submitted by the Contractor, chair progress meetings, approve invoices, provide technical guidance where necessary.</i>
1.9.4	The Project Director is: _____
1.10	All taxes payable by the Contractor under the under the Applicable Law shall be paid by the Contractor and where necessary taxes shall be withheld by the Contracting Authority.
2.1	The Contract becomes effective on the date both Parties have signed the Contract.
2.2	The time period shall be 14 working days
2.3	The time period shall be 7 working days and will be effective from the date of last signature
2.4	The time period shall be _____ months
3.1.2	The applicable laws shall be the Laws of the Republic of Botswana
3.4	Additional sub- clause is added to Clause 3.4 and reads “The Contractor agrees to indemnify and hold harmless the Contracting Authority, its officers, employees and agents against all claims, suits and losses including reasonable attorney fees that may arise from the infringement of any other related intellectual right by the Contractor, personal injury (including death) or damaged property to the extent caused or alleged by a claimant to have been caused in connection with the performance of the Services under this Contract. The obligations set out in this clause shall survive the completion, expiration or termination of this Contract.”
3.5	The Contractor shall take cover for Professional Indemnity Insurance as specified in Appendix A.
3.9	The Contractor shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the SADC Secretariat.
5.1	5.1 Clause 5.1 is deleted and replaced to read as follows “ Unless otherwise specified in the SC, it shall be the responsibility of

	the Contractor to acquire work and residence permits for all of its members who are not Batswana. This shall be at the Contractor's cost”
6.1 (a) and (b)	The contract ceiling: US\$ Fee rates are fixed for the duration of the Contract.
6.1(c)	Delete any reference to Clauses 5.4 and 5.6.
6.2 Option 1	<p>6.2 (a) (i) The payment schedule is the following:</p> <p>STAGE 1: Inception Report and Scheme Design Drawings: Upon successful completion of this stage, the Contractor will be entitled to 10% of the Pre contract fees and disbursements.</p> <p>STAGE 2: Preliminary Design Report and Preliminary Design Drawings: Upon Successful completion of this stage, the Contractor is entitled to 25% of the pre contract fees and disbursements.</p> <p>STAGE 3: Final Design Report & Approved and Stamped Construction Drawings & All approvals & Building Permits acquisition & All Tender Documentation needed for the appointment of the building Contractors: Upon successful completion of this stage, the Contractor will be entitled to 55% of the pre contract fees and disbursements.</p> <p>STAGE 4 : Procurement Processes to Engage and award the Building Contractors , including contract signing: Upon successful completion of this stage, the Contractor will be entitled to 10% of the pre contract fees and disbursements.</p> <p>STAGE 5: Post Contract , Construction stage : Fees for post contract stage will be paid according to the scope of work completed. For instance if 15% of the work is done, then the consultant will be paid 15% of the fees and disbursements.</p> <p>STAGE 6: Close out stage2: This stage involves archiving of all the relevant project documents, including submission of a report on lessons learnt. This stage will entail the participation of the entire consortium under the supervision of the lead consultant.</p>
6.2 Option 1	6.2 (a) (ii) This is a Lump Sum Contract
6.2 Option 1	6.2 (b) This is a Lump Sum Contract There are no price adjustments; the rates are fixed for the duration of the contract.

6.2. Option 2	The clause in the General Conditions is deleted and replaced by: No applicable. This is a Global Price contract.
6.4 Option 1 (a)	Payment shall be made in accordance with SC 6.2 (a) (i) (Option1 above) to the accounts of the members of the consortium of the Contractor as will be pointed out by the Contractor.
6.4 Option 1 (b)	There is no advance payment.
6.4 Option 2)	The article in the General Conditions is deleted and replaced by: No applicable. This is a Global Price contract.
8.2	<p>Disputes shall be settled by negotiation and arbitration in accordance with the following provisions:</p> <ul style="list-style-type: none"> (a) 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. (b) In the event that, through negotiation, the parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of the contract, the parties shall settle the dispute by arbitration. (c) 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 if within 7 days of the appointment of the two arbitrators the third arbitrator has not been appointed, either party may request an appointing authority agreed by the parties to appoint an arbitrator. (d) 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,

	<p>either party may request the Chairman of the Botswana Institute of Arbitrators to designate an appointing authority.</p> <p>(e) The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible.</p> <p>(f) 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.</p> <p>(g) The decisions of the arbitral tribunal shall be final and binding upon the parties.</p> <p>(h) The arbitration shall take place in Botswana and the substantive law of Botswana shall apply.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

Note: This Appendix will include the final Terms of Reference worked out by the Contracting Authority and the Contractors during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Contracting Authority, etc.

APPENDIX B – TECHNICAL PROPOSAL

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – FINANCIAL PROPOSAL