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**WATER UTILITIES CORPORATION**

**PROCUREMENT OF A WORKS CONTRACT FOR  
THE  
DESIGN AND BUILD OF THE MOLEPOLOLE WASTEWATER  
TREATMENT PLANT**

<b>EMPLOYER</b> 	<b>ENGINEER</b> 
Water Utilities Corporation Private Bag 00276 Gaborone Botswana Tel.: 3604400	Molepolole Water and Sanitation Joint Venture P.O. Box 40459 Gaborone Botswana

**CONTRACT - 6**

<b>Water Utilities Corporation</b>	<b>Tender Documents</b>
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## **Tender Documents**

The tender documents issued by the Water Utilities Corporation comprise:

### **VOLUME 1: TENDERING PROCEDURES**

- Invitation to Tender
- Tender Data

### **VOLUME 2: RETURNABLE DOCUMENTS**

- List of returnable documents
- Tender Schedules
- Contract Part 1 – Agreements and Contract – Form of Offer & Acceptance
- Contract Part 1 – Agreements and Contracts – Conditions of Contract and Appendix to Tender
- Contract Part 2 – Pricing Data – Pricing Instructions
- Schedule of Works – Bill of Quantities

### **VOLUME 3: THE CONTRACT**

Contract Part 1 – Agreements & Contract Data

- Forms of Contract Agreement
- Forms of Securities – Performance Security – Demand Guarantee
- Forms of Adjudicator's Appointment

Contract Part 1 – Other Forms

- Sample Form 1 – Taking – Over Certificate

Contract Part 3 – Scope of Work

- Part 3.1 – Project Specifications
- Part 3.2 – Tender Drawings

Contract Part 4 – Site Information

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- Tender Drawings and Typical Standard Details

<b>Water Utilities Corporation</b>	<b>TENDER</b>
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## **DESIGN AND BUILD OF MOLEPOLOLE WASTE WATER TREATMENT PLANT – CONTRACT 6**

- Molepolole Waste Water Treatment Plant and Associated Works

### **VOLUME 1**

#### **TENDERING PROCEDURES**

T1.1 Invitation to Tender

T1.2 Tender Data

<b>Water Utilities Corporation</b>		<b>T1.1 INVITATION TO TENDER</b>
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## **Design and Build of Molepolole Waste Water Treatment Plant - Contract 6**

### **1. INTRODUCTION**

#### **1.1 Invitation to Tender**

Water Utilities Corporation of Botswana invites tenders for the Construction of Molepolole Water and Sanitation Project - Contract 6.

**This document is the formal Invitation to Tender (ITT). Its purpose is to provide tenderers with a statement of requirement for them to prepare and submit their Tender.**

### **2. BACKGROUND TO THE CORPORATION**

This section is intended to provide background to the Corporation.

#### **2.1 Corporate Profile**

Water Utilities Corporation (WUC) was established in 1970 through an Act of Parliament. The mandate of the Corporation is to provide potable and wastewater services throughout the country.

Water Utilities Corporation (WUC) is a parastatal organization wholly owned by the Botswana Government, with a Board of Directors appointed by the Minister of Land Management, Water and Sanitation. There are ten (10) Departments namely; Operations, Water Resources, Finance and Supply Chain Management, Technical Services, Internal Audit, Shared Services, Customer Care, Corporation Secretary, Strategy and Corporate Affairs, and Human Resource.

WUC has a mandate to supply potable water and provide wastewater management services to the entire country. The Corporation has a fit for purpose organization structure with ten (10) business centers which delivers its operations to customers. The business centers are; Gaborone, Molepolole & Mochudi, Lobatse & Kanye, Tsabong, Gantsi, Maun, Mahalapye & Palapye, Serowe & Letlhakane, F/Town & S/Phikwe, Masunga & Kasane. Notably, the organization structure as supported by the business operating model is intended to ensure that the business centers are empowered and resourced to operate like semi-autonomous entities.

#### **2.2 Corporate Governance**

Water Utilities Corporation subscribes to and is committed to the accepted practices of good governance and international best practice. In all its undertakings, the Corporation shall not tolerate fraud, corruption, malpractice, or maladministration.

The Corporation further commits to preventing, detecting, and timely responding to issues of fraud, corruption, malpractice, or maladministration, and expects its employees, suppliers, contractors, contractors, general members of the public to be fair and honest in their dealings with the Corporation. The Corporation has an open-door policy, where issues relating to fraud, corruption, malpractice, or maladministration can be freely reported through the hotline/tip-off anonymous program and/or Internal Audit. Issues can be reported through, writing, email, telephone or in person.

### 3. SCOPE OF WORKS

#### **Contract 6 – Design and Build Contract for Wastewater Treatment Plant Including Telemetry and SCADA, Control Centre Building, Laboratory Building, Sub-Station Building, Gate House, Access Road and Associated Stormwater Drainage Culverts, Car-Parking within the treatment Plant site and Rising main from Pump Station No. 3.**

Sewage from the different catchment areas of Molepolole village will eventually be discharged for treatment at the wastewater treatment works. The treatment plant will also receive sewage discharge from vacuum tankers servicing surrounding villages falling within the Molepolole Management Center. The projected population to be serviced at design horizon (2042) is 166,806 people with a daily water demand of 33ML/day and return flow of 26ML/day. This contract will be designed and implemented within 18 months duration concurrent with other contracts which includes sewage pump stations, water transmission mains and distribution reservoirs under contract 1 and the sewer and water reticulation network for catchments 1 to 4 and pressure zones 1 to 9 respectively, covered under contracts 2 to 3 respectively. Other contracts will also be undertaken over the same duration of 18 months and therefore coordination with other contractors is critical in order to avoid delays of other contracts and vice versa particularly where there are interdependencies as detailed in section 3.1.1 below.

The contract provides for the construction of the following components:

#### **3.1 Civil/Building Works**

Civil works entails the following elements:

- Develop a site general arrangement layout for the Wastewater Treatment Plant and other Associated Works.
- Design and Build and Commission of a Wastewater Treatment Plant with a capacity of approximately 25.6ML/day. Effluent quality shall be BOS 93:2012 standard. For further detailed Scope of the plant refer to Volume III of the Tender Documents.
- Design and Build of approximately 2km of 1000mm diameter HDPE Rising Main from Pump Station No.3 to the Treatment Works facility and a flowrate of 547l/sec.
- Design and Build of a 2.35 Km Bituminous top Access Road from Thamaga – Molepolole Road to the Treatment Works and associated Stormwater Drainage Culverts, refer to Volume 3.
- The treatment plant site has been secured through the relevant authority (land-board) and negotiations for compensation of farm owners is underway.
- Construction of Control Centre Building - refer to the relevant specification and drawings provided in Volume 3 & Volume 4 of the Tender Documents.
- Construction of Guard house Building refers to the relevant specification and drawings provided in Volume 3 and Volume 4 of the Tender Documents.
- Construction of Laboratory Building
- Potable Water Supply to the plant and all other proposed buildings within the treatment plant site. Water supply to the treatment plant site will be covered - refer to specifications provided in Volume 3 of the Tender Documents as well as Volume 4 of the Tender drawings (water component).

### 3.1.1 Termination and Pick-Up Points

This section defines the termination and pick-up points for Contract 6. The termination points are defined as the battery limits or end of scope for Contract 6 and pick-up point is where contract 6 picks up work from other contract(s). Coordination will be required with Contract 1 due to the interface between the pump station and the rising main to the wastewater Treatment Works.

The following are the termination and pick-up points:

#### i. Contract 6 Pick-Up Point

For sewage works Contract 6 starts on the rising mains from PS3. It starts where the stainless-steel pipe ends just after the flow-meter where the rising main will be connected.

For water reticulation, Contract 6 works will pick up from a bulk water meter which will be located at the entrance into the treatment plant site, one meter inside the plot boundary. The water supply up to the bulk meter will be undertaken under contract 3.

#### ii. Contract 6 Termination Point

Contract 6 shall cover rising main from PS 3 to the treatment plant. It will also include the access road to the treatment plant from Molepolole to Thamaga road (B111) and associated storm water drainage. This contract will also include provision of all telemetry and SCADA related to the wastewater treatment plant scheme from the inlet works to the effluent release point all monitored at a local control centre within the treatment plant site. It also includes all other buildings as listed in section 3.1 above and associated electrical and mechanical works.

### 3.2 Electrical and Mechanical Works

The contractor is to design, implement, test and commission a fully functional Wastewater Treatment Plant complete with the supply and installation of all electrical and mechanical equipment required to facilitate the smooth and automated operation of the treatment scheme, which includes but is not limited to the following.

- Design, procurement and installation of all electrical and mechanical equipment and components for the Wastewater Treatment Works,
- Supply and installation of all HV and LV electrical components and mechanical equipment to the following treatment works support structures.
  - LV and HVAC for control room, guard house as well as laboratory buildings,
  - HV Substation equipment and an automated standby generator facility.
  - Provision of security lighting on Treatment Plant plot boundary,
  - Provision of an intruder alarm and fire detection system where applicable,
  - Complete earthing and lightning protection system to the entire installation as per the relevant standards and regulations.

### 3.3 Telemetry Works

The contractor is to design, implement, test and commission Telemetry and SCADA for remote control and monitoring of the Wastewater Treatment Plant complete with Associated components and remote sites constructed by others all as detailed in Volume 3 of the Tender Documents.

The following are the remote sites which comprise the wastewater Telemetry and SCADA network:

- Pump Station No.1
- Pump Station No.2

- Pump Station No.3
- Pump Station No. 4
- Pump Station No. 5

### 3.4 Geotechnical Investigation Requirements

The Geotechnical Investigation report is available for review at the Employer's office. This gives a general description of soil profiles in Molepolole and surrounding areas as well as available borrow pits. This report was adequate for the conceptual designs/performance specification, however, a more detailed geotechnical investigation may be required for detailed designs for the works to be undertaken under this contract, particularly for the access road at the Mankgwenyane river crossing where a major culvert will be constructed. Preliminary findings of the geotechnical investigation are as detailed in the Project Specification.

## 4. ELIGIBILITY

This is an open domestic tender, it is reserved for participation by companies domicile in Botswana. Subcontracting of specialist international contractors shall be accepted for works requiring specialist skills, in this instance specialised components are wastewater treatment plants and telemetry and SDACA.

Tenderers (main construction firms, joint ventures, and associates) who are domiciled in Botswana registered with the Public Procurement and Asset Disposal Board (PPADB) must possess the following codes:

Locally registered Companies bidding for **WUC 008 (2021)** must be registered with **PPADB in Code: 03 (Civil Engineering Works), Sub-code: 06 (Water Supplies, Sanitation Reticulation, and Irrigation Works) Grade E and Code: 05 (Water and Sewerage Treatment Plant Works); Sub-code: 01 (Water and Sewerage Treatment Plants) Grades E .Registration will be confirmed by the Client on the PPADB website.**

In addition, the contractor, associates, or his sub-contractors that are domiciled in Botswana shall possess the following codes.

**Code 08 (Mechanical Engineering Works) Sub-code 11 (Pump & Munchers) Grade E**  
**Code 02 (Electrical Engineering Works) Sub-code 01 (Electrical Installations) Grade E**  
**Code 02 (Electrical Engineering Works) Sub-code 08 (Radio / Telemetry) Grade E**

International sub-contractors must provide equivalent registration codes from their countries of registration and their country company registration certificates.

All interested bidders must have consultants for the design and supervision of the wastewater treatment plants, electrical, mechanical, telemetry and Scada components. The consultants, if domiciled in Botswana, must be registered with Public Procurement and Asset Disposal Board (PPADB) .Registration will be confirmed by the Client on PPADB website.

The following registration codes shall apply to consultants for the design of sanitation works.

**Code 303 (Civil Engineering Services) Sub-code 08 (Irrigation, Water Supply and Sanitation/ Sewerage) and**  
**Code 304 (Electrical Engineering Services) Sub-code 01 (Electrical Design General) and**  
**Code 305 (Mechanical Engineering Services) Sub-code 01 (Mechanical Design General) and**  
**Code 319 (ICT Consultancy Services) Sub-code 05 (Communications)**

The proposed consultant shall provide their company profile showing all the necessary experience in design of wastewater treatment plants, electrical, mechanical and telemetry and SCADA (or relevant work design component)) and shall provide the key design personnel as outlined in the tender documents.

Tenderers that are Foreign Owned entities are notified that in line with Citizen Economic Empowerment Policy (CEEP), there shall be a mandatory Joint Venture, or Subcontracting with 100% Citizen Owned Contractor(s) / Consultant(s) who shall undertake a minimum of 40% of the total contract value (inclusive of contingency, P&Gs and VAT) as a fully bona fide domestic Joint Venture member.

## 5. INFORMATION TO BE SUBMITTED WITH THE TENDER

- 1) Name and address of the proposed Surety for the Performance Security referred to in Clause 33 of these Conditions of Tender and in Clause 4.2 of the Conditions of Contract.
- 2) b) Preliminary general proposals and programme for carrying out the Works, in sufficient detail to enable the full understanding thereof. This shall be submitted in the form of a Gantt chart. Tenderers are advised to refer to the Tender Data, where the required time for completion is stated.
- 3) Phased details of the anticipated number of workmen and administrative staff the Tenderer proposes to employ during the execution of the Works. Any expatriate personnel should be indicated separately. All professionals to be engaged on the project must be registered with their respective statutory professional bodies and in particular, all engineers shall be registered with the Engineers Registration Board (ERB) in Botswana and possess the appropriate practicing certificate.
- 4) Manufacturer's detailed descriptions and brochures of all materials and equipment offered.
- 5) A full description of the responsibilities of each member of a consortium or joint venture and/or major subcontractors in terms of the project. In this respect Tenderers will be expected to indicate who will be responsible for construction including Safety, Health and Environmental issues of the various components of the project, as well as for the supply, delivery, installation, testing and commissioning of the various items of equipment to be installed.

## 6. COLLECTION OF TENDER DOCUMENTS

A non-refundable deposit of **P10,000.00 (Ten Thousand Pula)** payable electronically through the Water Utilities Corporation Integrated Online Tender System is required on collection of the tender documents through the access link that will be provided immediately after the successful purchase of the Tender Documents.

Tender documents shall be available through WUC website <https://www.wuc.bw/wuc-tenders-new>.

Queries relating to the issue of these documents may be addressed to the Senior Manager Supply Chain and for the attention of **Mr. Z. Mmolawa**, e-mail: [procurement@wuc.bw](mailto:procurement@wuc.bw). All queries should be in writing and delivered on or before 13<sup>th</sup> September 2021. Queries submitted late may not be responded to.

## 7. PRE-TENDER SITE VISIT AND MEETING

A compulsory site visit for WUC 008 (2021) shall be held on the 30 August 2021 at 10:00hrs. The site visit assembly point shall be at Molepolole Show Ground from where bidders shall be guided to site (Tenderers should arrive at or before 10:00 hours.). No Tenderer shall represent more than one bidder, if it happens all affected bidders will be disqualified.

**Failure to attend site visit will result in disqualification of the tenderer.**



## 8. SUBMISSION OF TENDERS

Sealed Tenders must be clearly marked "**TENDER NO. WUC 008 (2021), DESIGN AND BUILD OF MOLEPOLOLE WASTE WATER TREATMENT PLANT - CONTRACT 6**"

**Bidders MUST submit proposals as follows.**

- i. One (1) original and five (5) copies of the proposals.
- ii. The original and copies must be securely bound.
- iii. The original and five (5) copies of the Technical proposals shall be enclosed in an envelope labelled Technical Proposal. The financial proposal comprising of one (1) original and five (5) copies shall be enclosed in the envelope labelled Financial Proposal.
- iv. The Financial Envelope MUST be marked "**Financial Proposal** including the company name and postal address.
- v. The separated Technical and Financial proposals shall be contained in an outer-sealed envelope using the typical "**two (2) envelope system**".

**NB: Non-adherence to item 7.0 iii) & iv) will result in automatic disqualification.**

Tenders in sealed envelopes should be submitted by hand and clearly marked with the tender number and project title on the outside of the envelope and should be addressed to:

**THE CORPORATION SECRETARY  
Tender Room  
Ground Floor, Western wing  
WATER UTILITIES CORPORATION  
SEDIBENG HOUSE  
PLOT 17530  
LUTHULI ROAD  
OLD INDUSTRIAL SITE  
GABORONE  
BOTSWANA**

**The Water Utilities Corporation Conditions of Tender apply to this procurement, for which all the applicable Tender Data are contained in the tender documents.**

Notwithstanding anything in the foregoing, the Water Utilities Corporation is not bound to accept the lowest or any tender offer, nor incur costs in the preparation thereof.

<b>Water Utilities Corporation</b>	<b>TENDER TENDERING PROCEDURES</b>	<b>T1.2 TENDER DATA</b>
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### Construction of Molepolole Water and Sanitation Project - Contract 6

<b>CONDITIONS OF TENDER</b>	
<b>1</b>	<p><b>Compliance with Conditions</b></p> <p>The Tender shall be submitted in accordance with these Conditions of Tender. Any Tender that does not comply with the following Conditions of Tender will be rejected.</p>
<b>2</b>	<p><b>The Employer and Source of Funds</b></p> <p>The Employer for this Contract is the Water Utilities Corporation, Private Bag 00276, Gaborone who will fund this Contract.</p>
<b>3</b>	<p><b>The Engineer is:</b></p> <p>Molepolole Water and Sanitation Joint Venture</p>
<b>4</b>	<p><b>Eligible Tenderer</b></p> <p>1) This is an open domestic tender for the provision of a Works Contract for the Design, and Build of Molepolole Wastewater Treatment Plant including Telemetry and SCADA and Associated Works.</p> <p>This Tender is reserved for participation by companies domicile in Botswana. Subcontracting of specialist international contractors shall be accepted for works requiring specialist skills, in this instance specialised components are wastewater treatment plant and Telemetry and SCADA.</p> <p>Tenderers (main construction firms, joint ventures, and associates) who are domiciled in Botswana registered with the Public Procurement and Asset Disposal Board (PPADB) must possess the following codes:</p> <p><b>Code: 03 (Civil Engineering Works), Sub-code: 06 (Water Supplies, Sanitation Reticulation, and Irrigation Works) Grade E and Code: 05 (Water and Sewerage Treatment Plant Works); Sub-code: 01 (Water and Sewerage Treatment Plants) Grades E</b></p> <p>In addition, the contractor, associates, or his sub-contractors that are domiciled in Botswana shall possess the following codes. International sub-contractors must provide equivalent registration codes from their countries of registration and their country company registration certificates.</p> <p><b>Code 08 (Mechanical Engineering Works) Sub-code 11 (Pump &amp; Munchers) Grade D or E Code 02 (Electrical Engineering Works) Sub-code 01 (Electrical Installations) Grade E Code 02 (Electrical Engineering Works) Sub-code 08 (Radio / Telemetry) Grade E</b></p>

All interested bidders must have consultants for the design and supervision of the wastewater treatment plant, electrical, mechanical, telemetry and SCADA components. The consultants, if domiciled in Botswana, must be registered with Public Procurement and Asset Disposal Board (PPADB) and shall pose and provide proof of registration that will then be confirmed by the Client through the internet on PPADB website.

The following registration codes shall apply to consultants for the design of sanitation works.

**Code 303 (Civil Engineering Services) Sub-code 08 (Irrigation, Water Supply and Sanitation/ Sewerage) and  
Code 304 (Electrical Engineering Services) Sub-code 01 (Electrical Design General) and  
Code 305 (Mechanical Engineering Services) Sub-code 01 (Mechanical Design General) and  
Code 319 (ICT Consultancy Services) Sub-code 05 (Communications)**

- 2) A joint venture of two or more legal persons is to be accepted as eligible if:
  - (a) These persons shall have nominated a leader with authority to bind the joint venture and each of these persons; and this leader shall be authorised to incur liabilities and receive instructions for and on behalf of any and all these persons.
  - (b) Evidence of this authorisation shall be submitted with the Tender in the form of a power of attorney or signed by a Notary Public
  - (c) The Form of Offer and Acceptance, and (if it is accepted) the Contract Agreement, shall be signed to be legally binding on each of these persons; and
  - (d) A copy of the agreement entered by these persons shall be submitted with the Tender. This agreement shall state
  - (e) Each such person's percentage participation in the joint venture, and (ii) that these persons shall be jointly and severally liable to the Employer for the performance of the Contract
- 3) No such person or sole Tenderer shall participate in the preparation of another Tenderer's Tender for the same Contract. If any entity is found to have participated or been part of two or more Tenders, other than alternative Tenders from the same Tenderer, all such Tenders will be rejected.
- 4) Any entity, however, may be proposed as a prospective subcontractor by more than one Tenderer in addition to being either a sole Tenderer or a participant in one joint venture Tenderer.
- 5) Tenderers, unless they themselves are wholly citizen owned, must engage 100% citizen owned companies to carry out Works in the amount of a minimum 30% of the Accepted Contract Amount. The details of the allocation of work components along with their tendered value must be provided on their respective bills as detailed in the Bill of Quantities and as priced by the proposed citizen company and submitted with his tender. The main Tenderer shall then price the main Bill of Quantities to include his mark-up including profit
- 6) The main Tenderer shall enter into and submit with his Tender a "Pre-Tender Tie-up Subcontract Agreement" with all his proposed Subcontractors which shall incorporate a statement that if awarded the tender, the main Contractor shall be bound by the Agreement to retain the proposed Subcontractor to perform certain contract works contained in the Agreement and for which the proposed Subcontractor has furnished his price. The Agreement shall be sworn before and signed by a Notary Public.

7) However, if the main Contractor is a 100% citizen owned Contractor, then the requirement in 4) above shall not apply. Authenticated declaration forms to prove citizen ownership must be provided with the tender documents.

### 8) Fronting

In the event that it is established, once an award has been made and/or the Contractor for the Works has been concluded that the local contractor participation requirement of 40% has not been adhered to by any form whatsoever, or that the local contractor participation of 40% is in substance not actual participation by the local contractor but rather amounts to a “Fronting arrangement where the local contractor does not , is discouraged or is inhibited from substantially participating in the core activities of the Contractor and/ or the Works, the Corporation shall be entitled to forthwith (without notice) proceed to terminate the Award and/or the contractor.

Fronting”, for purposes of this ITT, is defined as:

A transaction, arrangement or other conduct that directly or indirectly undermines or frustrates the achievement or promotion of direct local contractor participation in Contracts or Works, or for bids for such Contracts or Works. This includes, amongst other conduct, where participation of the local contractor is limited to minor administrative activities, where there is no transfer of skills to the local contractor or where the local contractor is merely a “token participant” who receives monetary compensation in exchange for the use of its “local contractor” status.

9) Payment of damages due to deliberate action to delay implementation of the project

In the event that a bidder is unsuccessful in its bid and proceeds to unsuccessfully challenge the Award or the ITT through the institution of legal proceedings (where such proceedings result in a delay in the making of the Award or a delay in the commencement or completion of the Works) such bidder shall be liable for damages equivalent to the sum of 10% of the total Contract value.

## 5 Compulsory Visit to the Site of the Works

Tenderers are to attend a compulsory site visit/clarification meeting as follows:

**Location:** Molepolole Show Ground from where bidders shall be guided to site

**Date:** 30 August 2021

**Time:** 10:00am

**NB: Bidders must arrive on or before 10:00hrs. Late bidders shall not be registered.**

A representative of the Employer will indicate the location of the Works and receive questions.

The Tenderer or his duly appointed representative must attend a compulsory site visit in order to understand the implications of the works involved. If the Tenderer or his duly appointed representative does not attend the site inspection, his tender will be disqualified. The Tenderer is advised to visit and examine the site, all information which may be deemed necessary for preparing the tender and entering a contract.

The Tenderer is advised to visit and to explore condition of site and all information which may be deemed necessary and sufficient for preparing the tender.

The Tenderer must sign the attendance register at the beginning of the site visit having complied with Covid 19 Protocols. The purpose of the tender site visit will be for the tenderers to familiarise themselves with the site conditions. The Tenderer is advised to fully acquaint himself with all site requirements and conditions pertaining to the execution of the works, since no claims arising from insufficient knowledge of site or related conditions will be considered.

Such joint site visit is intended to supplement, not to replace, the individual inspections carried out by each Tenderer. The Employer accepts no responsibility for providing any indication of relevant aspects, or access to appropriate areas, which a competent Tenderer may consider necessary for the preparation of a Tender.

The Employer shall not be bound by any oral representations which may be made during a joint site visit, whether by the Engineer's personnel or by others, and whether during a formal meeting or otherwise. To minimise the possibility of misunderstanding, Tenderers should present any requests for clarification in writing. Any record of the formal meeting, requests, clarifications and/or Addendum to Tender Documents shall be sent to all prospective Tenderers who received the Tender Documents. Site minutes will not be provided. It is the contractor's responsibility to take notes.

## 6 Tender Documents

The tender documents issued by the Water Utilities Corporation comprise:

### **VOLUME 1: TENDERING PROCEDURES**

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- Tender Data

### **VOLUME 2: RETURNABLE DOCUMENTS**

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- Schedule of Works – Bill of Quantities

### **VOLUME 3: THE CONTRACT**

Contract Part 1 – Agreements & Contract Data

- Forms of Contract Agreement
- Forms of Securities – Performance Security – Demand Guarantee
- Forms of Adjudicator's Appointment

Contract Part 1 – Other Forms

- Sample Form 1 – Taking – Over Certificate

Contract Part 3 – Scope of Work

- Part 3.1 – Project Specifications

Contract Part 4 – Site Information

	<p><b>VOLUME 3: THE CONTRACT</b></p> <ul style="list-style-type: none"> <li>• Part 3.1 – Project Specifications</li> </ul> <p><b>VOLUME 4: THE CONTRACT</b></p> <ul style="list-style-type: none"> <li>• Tender Drawings and Standard Details</li> </ul> <p>The pages in each section of the document are numbered consecutively, with the number of the relevant section prefixed to the page number.</p> <p>The Tenderer shall check the number of pages of each section and shall make sure that the document is complete in accordance with the number of pages for each section as listed in the table of contents.</p> <p>If any pages are found to be missing, duplicated, the writing of words or figures illegible, or if the document is found to contain any obvious errors, the tenderer shall immediately notify the Corporation so that the discrepancy may be rectified.</p> <p>Should the Tenderer note any inconsistency or ambiguity or require clarification of any clause or statement in the Tender Documents, he shall immediately inform the Corporation and obtain clarification or instructions prior to tendering.</p> <p>No liability whatsoever will be admitted by the Corporation in respect of errors in the Contractor's tender due to the foregoing.</p>
7	<p><b>Issue of Additional Documents</b></p> <p>If for any reason during the Tender period, it becomes necessary to vary the Tender Documents an Addendum will be issued to the Tenderer. Addenda will be numbered consecutively commencing with No 1 and the Tenderer is required to insert the appropriate numbers in paragraph one of the Form of Tender.</p> <p>Should the Tenderer have questions to ask or should he have any doubt about the meaning of the Tender Documents, he should refer them in writing to the Employer not later than <b>10 days</b> before the date set for submission of the Tender. Questions submitted will be consolidated at intervals and issued, together with answers, to the Tenderer.</p> <p>Questions and answers will not form part of the Tender or the Contract. If, arising from a question, it is necessary to vary the Tender Documents, then an Addendum will be issued in accordance with the above procedure.</p> <p>Addenda will be issued only to those companies who would have bought the tender documents.</p>
8	<p><b>Confidentiality of the Tender Documents</b></p> <p>The recipient of the Tender Documents (whether a Tender is submitted or not) shall treat the details of the documents as private and confidential.</p>

<b>9</b>	<p><b>Language of Tender</b></p> <p>All correspondence concerning the Tender shall be in the English language. Where brochures of equipment or any other pertinent documents are not available in English, certified translations from organizations and institutions that issued the documents shall accompany the original document. The same shall apply to curriculum vitae and academic certificates of proposed personnel.</p>
<b>10</b>	<p><b>Currency of Payment</b></p> <p>Under the Terms of this Contract payment shall be made to the Contractor in Botswana Pula (BWP) only. The Contractor shall make his own arrangements with the Bank of Botswana regarding foreign exchange and remittance of monies if such is required.</p>
<b>11</b>	<p><b>Use of Local Materials and Labour</b></p> <p>The Contractor will be expected in so far as may be consistent with his obligations under the Contract to make the maximum possible use of local suppliers and commodities and of Botswana professionals, technicians and labour.</p>
<b>12</b>	<p><b>Customs Duty</b></p> <p>The Tenderer is advised to familiarise himself with any laws and regulations governing the payment of Customs Duty and all other taxes on goods, plant and equipment imported into Botswana. The authority responsible for all taxes is Botswana Unified Revenue Service (BURS).</p>
<b>13</b>	<p><b>Expenses Related to Tender</b></p> <p>The Employer will not be responsible for or pay for expenses or losses that may be incurred by the Tenderer in the preparation of the Tender or in visiting the Site in connection therewith.</p>
<b>14</b>	<p><b>Format and Signing of Tenders</b></p> <p>The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to bind the Tenderer to the contract, all in accordance with Clause 15 and Clause 16 of these Conditions of Tender.</p>
<b>15</b>	<p><b>Completion of Tender Documents</b></p> <p>The Tender shall be signed and witnessed, and all information required on the Tender, including Forms and Schedules and the Tender Data shall be filled in by the Tenderer in black ink. Information requested to be submitted separately shall be included with the tender submission.</p> <p>Supporting documentation submitted by the Tenderer may be in another language if he also submits an appropriate translation of all its relevant passages into this ruling language.</p> <p>15.1 The Tender Documents to be submitted by each Tenderer shall comprise the original of Volume II as described in Clause 5 of these Conditions of Tender. Copies</p>

	<p>printed by the Tenderer shall not be accepted to ensure that there are no alterations to these documents.</p> <p>15.2 The Tender Documents issued to the Tenderer, including any amendments instructed in an Addendum to Tender Documents, shall be used without further amendment.</p> <p>15.4 The Tenderer shall price the whole of the Works, and submit a Tender, in accordance with the Tender Documents. A Tender that excludes part of the Works shall be considered as unresponsive and will be rejected.</p> <p>15.5 Each of the Schedules shall be completed as appropriate to the particular Schedule. The Bill of Quantities shall be fully priced, with a rate entered for each item. Each amount shall be carried forward to the Summary, the total of which shall be carried forward to the Form of Offer and Acceptance – C1.1 provided in Volume II. All rates and prices shall be entered in the same currency as that named in the Letter of Tender [Form of Offer – C1.1]. If any item is not priced, there shall be no payment for work described in the item, which shall be deemed to be covered by other rates and/or prices.</p> <p>15.6 The Tenderer must submit all the information requested in Volume II (Returnable Documents). A Tender that is not accompanied by any of this information shall be considered as unresponsive and rejected.</p> <p>15.7 The completed Tender shall not have any alterations or erasures, except any which may be specified in an Addendum to Tender Documents issued under Clause 7 of these Conditions of Tender. However, if alterations are necessary to correct errors made by the Tenderer, these corrections shall be endorsed with the signature of the person signing the Letter of Tender [Form of Offer – C1.1].</p> <p>15.8 A 0.25% levy on the total value of the Contract will be payable towards the Botswana Construction Industry Training Fund, CITF. The Employer will, therefore, deduct 0.25% from all payment certificates (except the advance payment if applicable). Tenderers, therefore, must allow for this deduction during tender pricing.</p> <p>15.9 Tenderers shall exclude Value Added Tax (VAT) from their rates. Separate provision has been made in the Bill of Quantities in the calculation of the Tender Sum for the payment of VAT.</p> <p>VAT will be calculated on the Total Certificate Amount before the deduction of retention, levies, other taxes, etc.</p> <p>15.10 Each Tenderer, except for any alternative offers, shall submit only one Tender. In addition to a compliant Tender, the Tenderer may offer technical or other alternatives to the requirements of the Tender Documents, which may include reasonable deviations or other proposals. Each alternative Tender shall be made in a covering letter and shall include all information necessary for its complete evaluation by the Employer, including any relevant calculations, specifications, construction methods, timing implications, breakdowns of prices, and other relevant details. The Employer reserves the right to reject alternative offers.</p> <p>15.11 Alternative tender offer will not be permitted</p>
<b>16</b>	<p><b>Authority of Tender</b></p> <p>The Tender must be signed by one duly authorized representative and evidence of the authority of the signatory <b>authenticated by a Registered Notary Public must be provided.</b></p>



	<p>A Tender submitted by a joint venture of two or more firms must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a Notary Public. Tenderers that are Foreign Owned entities are notified that in line with Citizen Economic Empowerment Policy (CEEP), there shall be a mandatory Joint Venture, or Subcontracting with 100% Citizen Owned Contractor(s) / Consultant(s) who shall undertake a minimum of 40% of the total contract value (inclusive of contingency, PGs and VAT) as a fully bona fide domestic Joint Venture member.</p> <p>This document shall contain a precise description of the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the address for correspondence, the participation of the several firms forming the joint venture and any other information necessary to permit a full appraisal of its functioning.</p> <p>The document shall also include a clause to the effect that the members of the joint venture are jointly and severally bound.</p>
17	<p><b>Covenant of Integrity</b></p> <p>The Tenderer, whether tendering independently or as part of a joint venture, will be required to submit a Covenant of Integrity. In the case of a Joint Venture, each partner in the Joint Venture shall submit a Covenant of Integrity done under oath.</p> <p>The form of the Covenant of Integrity is provided in the Tender Schedules included in Volume 2 <b>[FORM OF COVENANT OF INTEGRITY – T2.2GV]</b>.</p>
18	<p><b>Information to be Submitted with the Tender</b></p> <ul style="list-style-type: none"> <li>a) Name and address of the proposed Surety for the Performance Security referred to in Clause 33 of these Conditions of Tender and in Clause 4.2 of the Conditions of Contract.</li> <li>b) Preliminary general proposals and program for carrying out the Works, in sufficient detail to enable the full understanding thereof. This shall be submitted in the form of a Gantt chart. Tenderers are advised to refer to the Tender Data, where the required time for completion is stated.</li> <li>c) Phased details of the anticipated number of workmen and administrative staff the Tenderer proposes to employ during the execution of the Works. Any expatriate personnel should be indicated separately. <b>All professionals to be engaged on the project must be registered with their respective statutory professional bodies and in particular, all engineers shall be registered with the Engineers Registration Board (ERB) in Botswana and possess the appropriate practicing certificate or equivalent body recognized by ERB.</b></li> <li>d) Manufacturer's detailed descriptions and brochures of all materials and equipment offered.</li> <li>e) A full description of the responsibilities of each member of a consortium or joint venture and/or major subcontractors in terms of the project. In this respect Tenderers will be expected to indicate who will be responsible for construction including Safety, Health and Environmental issues of the various components of the project, as well as for the supply, delivery, installation, testing and commissioning of the various items of equipment to be installed.</li> </ul>
19	<p><b>Sealing and Marking of Tenders</b></p> <p><b>One (1)</b> Original marked “<b>ORIGINAL</b>”, and <b>Five (05)</b> copies marked “<b>COPY</b>” of the original Tender shall be submitted.</p>

	<p>Each such set shall consist of <b>two separately sealed envelopes</b>, contained in an outer sealed envelope. One envelope shall contain the original and copies of the technical proposal clearly marked “<b>Technical Proposal</b>”, followed by the Tender Number, name of the Project, Name of the Procuring Entity and Name and address the of the Tenderer. Similarly the other envelope shall contain the original and copies of the financial proposal clearly marked “<b>Financial Proposal</b>” followed by the Tender Number, name of the Project, address of the Procuring Entity and Name and address of the Tenderer.</p> <p>If there is any discrepancy between the original and copy, the ORIGINAL shall prevail.</p> <p>The original and copies of the Tender shall be signed by a person or persons duly authorised to bind the Tenderer. Proof of authorisation, in the form of written power of attorney, shall be annexed to the Letter of Tender.</p> <p>If a Tender is misplaced or opened prematurely because an envelope was not sealed and marked as instructed above, the Employer shall not be responsible, and the Tender shall be rejected.</p> <p>The Tenderer shall seal the outer envelope duly marked as follows:</p> <p><b>TENDER No. WUC 008 (2021)</b></p> <p><b>PROCUREMENT OF WORKS CONTRACT FOR DESIGN AND BUILD OF MOLEPOLOLE WASTE WATER TREATMENT PLANT - CONTRACT 6</b></p> <p>Each tender package shall be delivered by hand to the following address:</p> <p><b>The Corporation Secretary Water Utilities Corporation Tender Room, Sedibeng House 17530 Luthuli Road Gaborone Botswana.</b></p> <p>A two-envelope procedure will be followed.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tender offers will <b>not</b> be accepted.</p>
20	<p><b>Deadline for Submission of Tenders</b></p> <p>The closing time for submission of tender offers is:</p> <p><b>14:00 HRS ON 23<sup>rd</sup> SEPTEMBER 2021</b> at which time public opening of the tenders will commence.</p> <p>The Employer may, at his discretion, extend the deadline for submission of the Tender by issuing an amendment in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline shall thereafter be subject to the new deadline as extended.</p>
21	<p><b>Late Submission of Tenders</b></p> <p>Tenders received by the Employer after the deadline for submission of Tenders will be rejected.</p>

<p><b>22</b></p>	<p><b>Modification to Tender</b></p> <p>The Tenderer may modify or withdraw his Tender after submitting it, if the modification or notice of withdrawal is received in writing before such prescribed time for submission of tenders but not thereafter. The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 19 of this Tender Data, with inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. In particular, the modification or notice of withdrawal shall be signed by a person or persons duly authorised to bind the Tenderer, and proof of authorisation shall be annexed.</p> <p>Any withdrawal, modification or correction made in writing, in any manner, will only be valid if confirmed by registered letter mailed before the said date.</p> <p>The original Tender as amended by such communication will be considered as the Tenderer's offer. The Employer may ask the Tenderer for a clarification of his Tender notwithstanding which no Tenderer will be permitted to alter his Tender Price after the Tender has been opened. However, clarifications that do not change the Tender Price may be accepted.</p>
<p><b>23</b></p>	<p><b>Tender Validity Period</b></p> <p>The Tender shall remain valid and open for acceptance for a period of <b>120 days</b> after the date for the submission of the tender as stated in the Tender Notice.</p> <p>In exceptional circumstances, prior to the expiry of the original tender validity period, the Employer may request the Tenderer for a specified extension in the period of validity. This request and the Tenderer's response thereto shall be made in writing.</p> <p>The Tenderer upon agreement to extend the period of validity of the tender will not be required or permitted to modify the tender.</p>
<p><b>24</b></p>	<p><b>Issuance of Addenda</b></p> <p>At any time prior to deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer, modify the Tender Documents by amendment. Any amendment will be issued to all Tenderers as an Addendum and all Addenda will be numbered consecutively commencing from No.1. Any Addendum thus issued shall form part of the Tender Documents.</p> <p>Tenderers should promptly acknowledge receipt of each Addendum in writing by email. The Tenderer shall submit with the Tender copies all addenda received initialled on each page by the signatory of the Tenderer.</p>
<p><b>25</b></p>	<p><b>Tender Opening</b></p> <p>The time and location for opening of the tender offers is:</p> <p><b>Time:</b> 14:00 hrs on 23<sup>rd</sup> September 2021</p> <p><b>Location:</b> Water Utilities Corporation Head Office <b>Tender Room, Sedibeng House</b> <b>17530 Luthuli Road</b></p>

	<p><b>Gaborone Botswana</b></p> <p>Tenders and other submissions, which are in accordance with Clause 19 of these Conditions of Tender will be opened in public on the above date in the presence, of Tenderers' representatives who choose to attend at the address for delivery of Tender specified in Clause 19 of these Conditions of Tender. Conditions of physical attendance will be as per COVID-19 protocols.</p> <p>Tenders for which the Employer has received a valid notice of withdrawal in accordance with Clause 22 of these Conditions of Tender shall not be opened.</p> <p>The Employer will examine tenders to determine whether they appear to be complete, properly signed, and generally in order. For each tender, the Employer, will announce the name of the Tenderer and such other details as the Employer may consider appropriate.</p> <p>After this tender opening, information relating to the processes of examination, clarification, evaluation and comparison of Tenders and the award of a contract shall not be disclosed, other than to those officially concerned with such processes. Any effort by a Tenderer to influence the Employer, the Tender Adjudication Committee or the Engineer in these processes may result in the rejection of the Tenderer's Tender.</p> <p>Tenderers shall be allowed only one person to attend the opening.</p>
26	<p><b>Conditions of Contract</b></p> <p>The Contract shall be governed by the <i>FIDIC Conditions of Contract for Plant and Design Build Contract 2017</i>, (The Yellow Book).</p>
27	<p><b>Tender Evaluation</b></p> <p>The tenderer is advised that his submitted price will be considered and taken as the accepted offer.</p>
28	<p><b>Adjustment for Errors</b></p> <p>The Employer reserves the right to adjust arithmetical or other errors in the Tender. Errors in extension and addition will be corrected on the basis that the tendered rate per unit is correct. Any adjustments made by the Employer to a Tender will be indicated to the Tenderer prior to the acceptance of the Tender.</p>
29	<p><b>Tender Evaluation Criteria</b></p> <p>In the evaluation of the tender, criteria to be considered will, inter alia, be the following:</p> <ol style="list-style-type: none"> <li>a) Completeness of the tender submission.</li> <li>b) Tenderer meets the eligibility criteria as defined in the tender documents</li> <li>c) Responsiveness of the tender submission, i.e., compliance with the requirements as set out in the Conditions of Tender.</li> <li>d) The Tenderer's proven track record of successful execution of similar work under similar circumstances to those expected.</li> <li>e) The Tenderer's experience in the execution of contracts.</li> <li>f) The Tenderer's key staff members with the necessary experience to successfully complete the Contract.</li> <li>g) The Tenderer's access to the necessary plant and equipment to execute the work.</li> <li>h) Acceptability and ranking of Tender Price.</li> <li>i) Balance and acceptability of rates provided.</li> </ol>

- j) Sensitivity of the Tender Price to quantity and time variations.
  - k) Sensitivity of the Tender Price to Adjustments for Changes in Cost (if applicable).
  - l) The financial stability of the Tenderer (Audited Financial Statements authenticated as such by a firm of certified accountants).
  - m) Acceptability of Qualifications (if any).
  - n) Acceptability of Construction Mobilization and equipment offered.
  - o) Information provided by References.
  - p) Company Shareholders and list of Directors and their nationality.
- q) Evaluation of the tender will initially be based on information presented in the Tender Document, and in any attachment to the document. The Employer reserves the right to request additional information or clarification from the Tenderer or Tenderer's References if he considers this necessary to allow a fair evaluation of the Tender.

### 30 Tender Evaluation Procedure

The procedure for evaluation of responsive tender offers is:

#### Quality and Cost Based Selection – Supplies and Works Evaluation Method

Each Tenderer shall, to be considered for eligibility, submit the information listed below, under evaluation procedure stages, with the Tender. **Example "Tender Schedules" for providing this information are provided in Volume 2.** In the case of a joint venture of two or more legal persons, the information shall be submitted in respect of each of these persons and in respect of the joint venture Tenderer, unless otherwise stated.

#### **STAGE 1 - TEST FOR COMPLIANCE (PRELIMINARY EXAMINATION)**

I/No	Description	Complied √ (YES)	Not Complied X (No)	Comments
<b>1 COMPLIANCE DOCUMENTS</b>				
1.1	Tax certificate Number and Pin (to be verified on <a href="http://www.eservices.burs.org.bw">www.eservices.burs.org.bw</a> )			
1.2	Registration with PPADB in the required codes and sub-codes (to be Verified online @ <a href="http://www.ipms.ppadb.co.bw">www.ipms.ppadb.co.bw</a> )			
1.3	Fully Completed Form of Directors and Shareholders (the form must be completed and be returned with tender documents and it must not be edited) (client shall verify Directors and Shareholders online at <a href="http://www.cipa.co.bw">www.cipa.co.bw</a> )			
1.4	Fully Completed Certificate of Authority of Signatory			
1.5	In a case of JV, a notarised Joint Venture (JV) Agreement indicating joint and several liability where tenderers bid as a JV (if any). All members of the JV shall be			

	required to submit all the above compliance documents.			
1.6	All Sub-Contractors proposed must submit compliance documents 1.1, 1.2 and 1.3.			
1.7	All Sub-Contractors proposed must be registered with PPADB for the Works for which they are being proposed			
1.8	The bidder should have signed the attendance register at the beginning of the compulsory site meeting and visit. The attendance registrations will be verified by WUC through records.			
		<b>Proceed</b>	<b>Disqualified</b>	

### 1.9 Equipment and Resources:

This section of the evaluation is to verify if the Tenderer has available the required plant and equipment to successfully execute the works. The aim is to establish whether the Plant is owned or rented and if it is currently engaged in other works. The type, size and number of machinery and purpose in which the machine shall be evaluated.

The tenderer must also include Plant and equipment plan reflecting the technical details and source of key plant and equipment offered. The bidder is required to attach documentary evidence of owned equipment or committed to lease from the supplier of the plant to be rented.

The minimum equipment that will be ascertained for each tender is:

No.	Plant/Equipment List	Minimum Number
1	Mobile cranes/ Crane Trucks (min 5 ton)	1
2	Dozers (min D6)	1
3	Excavator – 58kW min	3
4	TLB (min 3cx or equivalent)	4
5	Graders (min 200hp)	1
6	Tipper Trucks (min 10m <sup>3</sup> )	4
7	Flatbed Trucks	4
8	Water Bowsers 10,000 litres	4
9	Roller Compactors	2
10	Concrete Mixer (min 3m <sup>3</sup> )	4
11	Trench Compactors	3

Each Plant submitted by the Contractor shall be clearly defined as the form T2.2WC, clearly stating the application of the Plant to the Works

During tender evaluation, the tender evaluation committee shall revert to bidders and request them to submit the following documents within a period of 2-5 days of notification where bidders have erroneously omitted to submit such in their tender documents or the tenderer has submitted wrong, unsigned, expired, incomplete or uncertified documents in the tender:

- BURS Tax Certificate Number and Tin Number
- Notarised Joint Venture Agreement or Power of Attorney
- Form of authority of signatory
- Signed Declaration of Shareholders and Directors form
- Supporting documents for the submitted minimum plant and equipment (Registration books / Blue books / intention to lease)
- Sub-Contractors Tax Certificate Number and Tin Number, and Shareholders and Directors Declaration Form

A bid that fails to qualify under the Test for Compliance or that is found to be non-responsive to the terms of the bidding document shall be **eliminated from further evaluation.**

<b>31</b>	<p><b>Stage 2 - Technical Evaluation</b></p> <p>A technical evaluation shall be made to determine the Contractor’s understanding and interpretation of the Specification and Scope of Works in the bidding document only for bids that have been deemed responsive in terms of Stage 1 – Preliminary Examination. The technical evaluation shall be conducted by means of evaluating each bid against the technical evaluation criteria and weighing of the marks attained by each technical bid. The minimum qualifying score shall be <b>70 %</b> of total technical score for a bid to proceed to the next stage of evaluation. Only bidders that have attained a minimum of <b>70 %</b> of the total technical score from the technical evaluation stage shall proceed to Stage 3 - Financial Evaluation.</p> <p><b>Technical Evaluation</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Item no.</th> <th style="width: 70%;">Item Description</th> <th style="width: 20%;">Evaluation points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: top;">1.</td> <td> <p><b>Experience of Tenderer – relevant projects in wastewater treatment plants (13 points)</b></p> <p><b>a. Main Contractor (7 points)</b>                      This part of the evaluation is to verify if the Tenderer has carried out reasonable works of a similar nature or of the same magnitude successfully. The bidders shall be evaluated in general experience in wastewater treatment plants, electrical and mechanical works and telemetry and SCADA. 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1.	<p><b>Experience of Tenderer – relevant projects in wastewater treatment plants (13 points)</b></p> <p><b>a. Main Contractor (7 points)</b>                      This part of the evaluation is to verify if the Tenderer has carried out reasonable works of a similar nature or of the same magnitude successfully. The bidders shall be evaluated in general experience in wastewater treatment plants, electrical and mechanical works and telemetry and SCADA. The evaluation shall also consider the experience of the tenderer in undertaken design and build projects in the past. The evaluation shall also take into consideration the experience of the subcontractors, i.e. experiences of the main and subcontractors will be cumulated</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 10%;">Max Point</th> <th colspan="4" style="width: 60%;">Attained Points</th> </tr> </thead> <tbody> <tr> <td>Experience in water and / or sewerage treatment plants</td> <td style="text-align: center;">3 points</td> <td style="text-align: center;">≥3No projects 3 points</td> <td style="text-align: center;">2projects 1.5 points</td> <td style="text-align: center;">1 project 0.5 points</td> <td style="text-align: center;">0 project 0 points</td> </tr> <tr> <td>Experience in construction of SCADA and Telemetry systems</td> <td style="text-align: center;">1 point</td> <td style="text-align: center;">≥3No projects 1 point</td> <td style="text-align: center;">2 projects 0.75 points</td> <td style="text-align: center;">1 project 0.25 points</td> <td style="text-align: center;">0 project 0 points</td> </tr> <tr> <td>Experience in construction of electrical components in water / sanitation schemes</td> <td style="text-align: center;">1 point</td> <td style="text-align: center;">≥3No projects 1 point</td> <td style="text-align: center;">2 projects 0.75 points</td> <td style="text-align: center;">1 project 0.25 points</td> <td style="text-align: center;">0 project 0 points</td> </tr> <tr> <td>Experience in construction of mechanical components in water / sanitation schemes</td> <td style="text-align: center;">1 point</td> <td style="text-align: center;">≥3No projects 1 point</td> <td style="text-align: center;">2 projects 0.75 points</td> <td style="text-align: center;">1 project 0.25 points</td> <td style="text-align: center;">0 project 0 points</td> </tr> <tr> <td>Experience in design and build projects</td> <td style="text-align: center;">1 point</td> <td style="text-align: center;">≥2No projects 1 point</td> <td style="text-align: center;">1 project 0.5 points</td> <td style="text-align: center;">0 project 0 points</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table> <p><b>b. Design Consultant (6 points)</b></p>		Max Point	Attained Points				Experience in water and / or sewerage treatment plants	3 points	≥3No projects 3 points	2projects 1.5 points	1 project 0.5 points	0 project 0 points	Experience in construction of SCADA and Telemetry systems	1 point	≥3No projects 1 point	2 projects 0.75 points	1 project 0.25 points	0 project 0 points	Experience in construction of electrical components in water / sanitation schemes	1 point	≥3No projects 1 point	2 projects 0.75 points	1 project 0.25 points	0 project 0 points	Experience in construction of mechanical components in water / sanitation schemes	1 point	≥3No projects 1 point	2 projects 0.75 points	1 project 0.25 points	0 project 0 points	Experience in design and build projects	1 point	≥2No projects 1 point	1 project 0.5 points	0 project 0 points	N/A	<b>13</b>									
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	<p>This part of evaluation shall consider whether the Tenderer has provided details of the consultant(s) who shall carry out the designs of the works. The evaluation shall be carried out as set below and shall consider the experience of associate consultants /sub-consultants</p> <table border="1" data-bbox="341 322 1291 936"> <thead> <tr> <th></th> <th>Max Point</th> <th colspan="4">Attained Points</th> </tr> </thead> <tbody> <tr> <td>Experience in design of water and / or sewerage treatment plants</td> <td>3 points</td> <td>≥3No projects 3 points</td> <td>≥No 2 project 1.5 points</td> <td>≥1No project 0.5 points</td> <td>0 project 0 points</td> </tr> <tr> <td>Experience in design of Telemetry and SCADA systems</td> <td>1 point</td> <td>≥3No projects 1 point</td> <td>≥3No 2 projects 0.75 points</td> <td>≥1No project 0.25 points</td> <td>0 project 0.0 points</td> </tr> <tr> <td>Experience in design of electrical components in water / sanitation schemes</td> <td>1 point</td> <td>≥3No projects 1 point</td> <td>≥3No 2 projects 0.75 points</td> <td>≥1No1 project 0.25 points</td> <td>0 project 0.0 points</td> </tr> <tr> <td>Experience in design of mechanical components in water / sanitation schemes</td> <td>1 point</td> <td>≥3No projects 1 point</td> <td>≥2No projects 0.75 points</td> <td>≥1No project 0.25 points</td> <td>0 project 0.0 points</td> </tr> </tbody> </table>		Max Point	Attained Points				Experience in design of water and / or sewerage treatment plants	3 points	≥3No projects 3 points	≥No 2 project 1.5 points	≥1No project 0.5 points	0 project 0 points	Experience in design of Telemetry and SCADA systems	1 point	≥3No projects 1 point	≥3No 2 projects 0.75 points	≥1No project 0.25 points	0 project 0.0 points	Experience in design of electrical components in water / sanitation schemes	1 point	≥3No projects 1 point	≥3No 2 projects 0.75 points	≥1No1 project 0.25 points	0 project 0.0 points	Experience in design of mechanical components in water / sanitation schemes	1 point	≥3No projects 1 point	≥2No projects 0.75 points	≥1No project 0.25 points	0 project 0.0 points	
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2.	<p><b>Technical Approach and Methodology</b>                  This part of evaluation evaluates the procedural correctness of the bidder in following the scope of works as defined in Volume 3 of the ToR. The understanding of the tenderer following the scope of works forms a key basis of the tenderer’s ability to perform and deliver works to the Employer’s requirements.                  Tenderers shall show their technical approach, define design and implementation steps and strategies, and environmental management considerations that they will apply on the project. The following sub criteria shall be evaluated:</p> <p><b>A. DESIGN METHODOLOGY (38 points)</b></p> <p><b>1. Molepolole Wastewater Treatment Plant (13 points)</b></p> <p>i) Understanding the requirements of the wastewater treatment plant in reference to the employers requirements, including understanding of the proposed treatment works site, projected sewage treatment plant schematic process diagram including all components that have been assumed in the tender documents....<b>(2)</b></p> <p>ii) Design of the treatment plant process and parameters considering the requirements by the employer. Standards to be adopted in the design of the plant to meet the specified effluent discharge standard (BOS 93:2012). Plant capacity to meet the specified project design horizon of 2042 and the projected phased development and sewerage connections likely to take place in the short, medium and long term. Describe and advise on all components of the proposed wastewater treatment plant and the availability of such components locally or lead times for those components not readily available locally ..... <b>(5)</b></p>	80																														

	<p>iii) Detailing an understanding of the proposed rising main from the proposed Pump Station No. 3 to the proposed wastewater treatment plant. The understanding and design of this rising main should consider flows as they are generated from Pump Station No. 3 and how this will be connected into this pump station that will be constructed under a different contract but same project. Tie into the inlet works for the new treatment works ..... (2)</p> <p>iv) Design of wetlands that will act as an overflow in case the effluent is not used or as further polishing before releasing the effluent to the environment. The design shall also include effluent discharge pipe from the holding pond to the nearest water course/stream that is about 1.7km from the treatment plant site .....(3)</p> <p>v) Specification of laboratory equipment needed for quality monitoring of the treatment plant components including effluent quality based on the proposed treatment works.....(1)</p> <p><b>2. Electrical Installations (5 points)</b></p> <p>i) Assessment of the power requirements for the Molepolole Treatment Plant and Associated Works that include operator houses, control centre, workshop, laboratory in consultation with Botswana Power Corporation and then assist the Client in application of such power..... (3)</p> <p>ii) Design of backup power generators for the Treatment Plant and Associated Works for the effective operations of the plant and all other relevant Associated Works that include operator houses, control centre, workshop, laboratory at the treatment plant during power outages..... (2)</p> <p><b>3. Mechanical Installations (5 points)</b></p> <p>i) Design of mechanical installations at Treatment Plant Site including amongst others inlet works. treatment plant pumps, and other associated works .....(3.5)</p> <p>ii) Design and specifying of mechanical services at the operator houses, workshop, laboratory / operator office and guardhouse (wet services, air conditioning, firefighting etc) ..... (1.5)</p> <p><b>4. Telemetry and SCADA (4 points)</b></p> <p>i) The bidder shall detail his design for Telemetry &amp; SCADA System, instrumentation &amp; control in line with the client requirement in Volume III of the Tender Documents. The system shall demonstrate capability to enable monitoring &amp; control of all elements of the entire Molepolole Water and Sanitation Project from the command Centre on site that will constitute the Main Command Centre for Molepolole..... (3)</p>	
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	<p>ii) The telemetry system design in the Main Command Centre shall show capability of linking, monitoring and controlling from the WUC Molepolole Customer Care Office..... (1)</p> <p><b>5. Civil &amp; Structural Works (7 points)</b>                  The bidder shall detail his design for civil works including:</p> <p>i) Design of concrete to be adopted for the concrete works, i.e. cement and aggregate stone suitable for wastewater works &amp; design of reinforced concrete steel structures and other structures ..... (2)</p> <p>ii) Design of access roads from Molepolole-Thamaga Road to the Treatment Plant Site. The road design shall also include internal roads to Treatment Plant, Operator Offices, Control Room, Laboratory, Operator Houses and truck discharge bay at treatment plants, including covered Shade for Machinery, Parking for 8No parking bays..... (3)</p> <p>iii) Design of potable water pipeline from any close connection) to supply the Molepolole Treatment Plant site ... (1)</p> <p>iv) Design of buildings (laboratory &amp; operator office, command centre guardhouse, Sub-Station Building, etc) ..... (1)</p> <p><b>6. Design Drawings and Schematics (4 points)</b>                  The bidders shall submit preliminary design drawings in A3 size and schematics for the wastewater treatment plant site general layout arrangement, wastewater treatment electrical, mechanical, telemetry &amp; SCADA, buildings &amp; structural components, access &amp; internal roads and potable water pipeline amongst others..... (4)</p> <p><b>B. CONSTRUCTION METHODOLOGY (42 points)</b>                  The construction method statement shall include a general execution plan indicating the general utilisation of the site for construction activities by the contractor. These shall include:</p> <p>a. General site arrangement plan for the site ..... (1)</p> <p>b. General plan of utilisation of the site including the contractors working areas and mobilisation and demobilisation of these sites ..... (1)</p> <p>c. Plan for provision of utilities and facilities such as electricity, water, communication, internet and fuel amongst others (1)</p> <p><b>1. Wastewater Treatment Plants (20 points)</b>                  The bidder shall describe the construction works for the key elements of the wastewater treatment plant that the bidder has identified in his design. The bidder shall describe the construction of the operator houses, control centre, workshop, laboratory including providing all the required laboratory equipment. the associated civils works (bulk earthworks, potable water supply, wastewater from buildings, access road and car parking)</p> <p>i. Method statement for construction of wastewater treatment plant, including structures for the plant, capacity of the plant, recirculation system and testing and commissioning of the treatment plant ..... (10)</p>	
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	<ul style="list-style-type: none"> <li>ii. Construction methodology the existing wastewater stabilisation ponds that are 'live' and shall clearly demonstrate how construction will be done and how the inflow will be diverted to allow construction work to proceed. The methodology shall describe protection of the environment from pollution by raw sludge / inadequately treated sludge from the ponds .....(4)</li> <li>iii. Construction methodology for the wetlands and effluent discharge systems from the Treatment Plant site to discharge at the nearest natural stream.across farmlands..... (2)</li> <li>iv. Construction of infrastructure works including bulk earthworks, access road and parking, potable water .....(2)</li> <li>v. Method statement for construction of buildings, concrete platforms and other structural requirements at site ..... (2)</li> </ul> <p><b>2. Electrical Transmission (5 points)</b> The bidder shall describe in detail the installation of electricity at the wastewater treatment site and the methodology for his backup power system.</p> <ul style="list-style-type: none"> <li>i. Electrical installation for the wastewater treatment plant, laboratory and operator houses, operator offices, security control office, workshop, carparks..... (4)</li> <li>ii. Provision of backup power at the treatment plant..... (1)</li> </ul> <p><b>3. Telemetry and SCADA (5 points)</b></p> <ul style="list-style-type: none"> <li>i. The bidder shall detail his design for the Telemetry &amp; SCADA System, instrumentation &amp; control in line with the client requirement in Volume III of the Tender Documents. The system shall demonstrate capability to enable monitoring and control of the wastewater treatment plant and integration to all elements of the entire Molepolole Water and Sanitation Scheme from the Control Room at the wastewater treatment plant.....(4)</li> <li>ii. The Telemetry System Design in the Main Command Centre shall show capability of linking, monitoring and controlling from the WUC Molepolole Customer Care Office ..... (1)</li> </ul> <p><b>4. Testing and Commissioning &amp; Operation of the Scheme (6 points)</b></p> <ul style="list-style-type: none"> <li>i. The bidder shall narrate how he will test and commission the works. The test and commissioning shall be narrated for wastewater treatment plant, pump stations, electrical &amp; electrical installations and telemetry &amp; SCADA systems etc..... (2)</li> <li>ii. The bidder shall narrate how he will provide training for the Client staff in the operation of scheme components (i.e. treatment plant, pump station, telemetry &amp; SCADA etc)..... (1)</li> <li>iii. The bidder shall narrate how he will operate the scheme for a six-month period including hands on training of Client Operations teams. He shall clearly identify all resources (plant and staffing) needed for operation of scheme ..... (3)</li> </ul>	
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	<p><b>5. Plant, Equipment and Resource Mobilisation Schedules (3 points)</b></p> <p>The bidder shall provide a schedule that shows how he intends to mobilise material, plant and resources for the different aspects of the works</p> <ul style="list-style-type: none"> <li>i. Mobilisation of material ..... (1)</li> <li>ii. Mobilisation of plant ..... (1)</li> <li>iii. Mobilisation of resources ..... (1)</li> </ul>	
<p>3</p>	<p><b>Quality, Environmental and Health &amp; Safety Management Systems (13 points)</b></p> <p>The Management Plan should be structured considering the requirements and statutes relating to the laws of the Republic of Botswana from conditions of service, taxes to health and safety laws. This should take cognisance of the project Conditions of Contract and the project environmental impact assessment statement and the environmental management plan.</p> <p><b>i) Quality Assurance Plan (6)</b></p> <p>Each bid will be evaluated to see if the proposed quality plan, in implementing the works, demonstrates the ability and comprehension of the quality assurance measures that would allow the delivery of the project on time and to the required standards of the works, as stipulated in the project specifications. The quality plan shall fully describe and explain the following:</p> <ul style="list-style-type: none"> <li>• Involvement of the design consultant in providing quality assurance of the works during construction..... (2)</li> <li>• Procedures for quality control the bidder proposes..... (1.5)</li> <li>• The facilities for quality control the bidder proposes ..... (1.0)</li> <li>• Organisation for quality control the bidder proposes..... (1.0)</li> <li>• Quality Assurance certificate ..... (0.5)</li> </ul> <p><b>ii) Environmental Plan (3)</b></p> <p>The tenderer will be evaluated on his understanding of the requirements of the Environmental Management Plan. The evaluation will assess the Tenderers key processes, controls, procedures and personnel responsible for ensuring that the Tenderer meets the requirements of the Environmental Management Plan. The bidder shall refer to the EMP for additional requirements of health and safety requirements.</p> <p>The environmental management plan shall fully describe and explain the following:</p> <ul style="list-style-type: none"> <li>• The procedures including monitoring and inspections for environmental management the Bidder proposes..... (1.0)</li> <li>• The facilities for environmental management the bidder proposes..... (0.5)</li> <li>• Organisation for environmental management the bidder proposes..... (0.5)</li> <li>• Bidders understanding of the impacts of construction on the ecological systems and the waterbodies and their plans for mitigating the impacts..... (1.0)</li> </ul>	<p>13</p>

	<p>iii) <b>Health and Safety (4)</b>                  This part of the evaluation is to verify if the Tenderer has the required resources and competency to execute the works with minimal adverse effect to the people and their environment. The aim is to establish the approach to carrying out the works that allows for, in terms of time and resources, dealing with areas of potential risk. Include key processes and personnel to ensure that safe construction method is achieved throughout.</p> <ul style="list-style-type: none"> <li>• The procedures to achieve the bidders’ health and safety objectives and controls during the execution of the project . <b>(1.5)</b></li> <li>• The materials, devices and equipment (e.g. first aid kits etc.) <b>(0.5)</b></li> <li>• Organisation for health &amp; safety including medical personnel.... <b>(0.5)</b></li> <li>• Facilities that the bidder proposes for medical emergencies..... <b>(0.5)</b></li> <li>• Strategies for adhering to COVID – 19 Protocol..... <b>(1.0)</b></li> </ul>	
<p>4.</p>	<p><b>Resource Allocation – Key Staff</b>                  This part of the evaluation shall verify if the Tenderer has a team of individuals with the required qualifications and if the responsibilities on the project are relevant to their training and their work experience. The proposed staff shall demonstrate the ability and comprehension of communicating in the official language of the Republic of Botswana. The Tenderer is to provide the following:</p> <ol style="list-style-type: none"> <li>i. Detailed staffing plan with organogram showing key personnel or specialists. Provide detailed CVs’ and professional registration for key personnel including specialists</li> <li>ii. Any additional staff requirements and reasons for the additional staffing</li> <li>iii. Resource schedules reflecting time schedules for the deployment of Contractor’s key personnel based on the baseline programme.</li> </ol> <p><b>1. Organogram..... (5)</b>                  The bidder shall submit organogram for the design team and the construction team, clearly identifying the key positions and the name of the proposed person. Any additional staff requirements shall be similarly identified and shown.</p> <p><b>2. Design Team..... (43)</b>                  (To include signed CVs and letters of consent by the candidates and certified copies of academic certificates and certified copies of valid ERB practising certificates or other professional registration certificate). The minimum CV submission required will be for the following positions;</p>	<p><b>90</b></p>

<b>Key staff: Design</b>				
<b>No</b>	<b>Name</b>	<b>Min. essential qualification</b>	<b>Experience</b>	
1	Project Manager	B. Eng./BSc Eng./Project Management (Civil, Project Management).	12 years minimum experience in project management. Must have experience in managing multidisciplinary design teams in a minimum of 2No projects of more than P100million in value	
			≥ 6 No Projects	5
			5 projects	4.5
			4 projects	4
			3 projects	3.5
			2 projects	3
			PMP/PRINC E 2 or Equivalent Project Management Qualification	0.5
			Post Graduate Qualification (Water/Wastewater Engineering)	0.5
			First Degree	1
			<b>Maximum Points</b>	
2	Wastewater Treatment Plant Specialist (Design Engineer)	B. Eng./ BSc (Civil / Water / Environmental / Process)	10 years minimum experience as a wastewater treatment plant engineer (process) and must have a minimum of 2No wastewater treatment plants projects of more than P50Million in value	
			Postgraduate in wastewater treatment plants	0.5
			≥ 6 No Projects	5.5
			5 No Projects	4.5
			4 projects	4
			3 projects	3.5
			2 projects	3
			First Degree	1
			<b>Maximum Points</b>	

	3	Electrical Engineer	B. Eng./ BSc Eng.	8 years minimum experience as an electrical engineer. Must have designed a minimum of 2No projects in water & sanitation as an electrical engineer				
				Postgraduate in electrical engineering	0.5			
				≥ 5 No Projects	3.5			
				4 projects	3.0			
				3 projects	2.5			
				2 projects	2.0			
				First Degree	1			
				<b>Maximum Points</b>		<b>5.0</b>		
				4	Mechanical Engineer	B. Eng./ BSc Eng.	8 years minimum experience as a mechanical engineer. Must have designed a minimum of 2No sanitation & water installations	
							Postgraduate in mechanical engineering	0.5
	≥ 6 No Projects	4.5						
	5 No Projects	4.0						
	4 No Projects	3.5						
	3 projects	3.0						
	2 projects	2.5						
	First Degree	1						
	<b>Maximum Points</b>		<b>6</b>					
	5	Telemetry Specialist	B. Eng./ BSc Eng.	8 years minimum experience as a telemetry engineer. Must have designed a minimum of 2No telemetry, instrumentation and communication installations in sanitation & water projects				
				Postgraduate in ICT	0.5			
				≥ 5 No Projects	3.5			
				4No Projects	3.0			
3 projects				2.5				
2 projects				2.0				
<b>Maximum Points</b>		<b>5.0</b>						



	6	Civil / Structural Engineer	C. Eng./ BSc Eng.	Must have 10 years minimum experience as a structural engineer and must have been involved in a minimum of 2No projects in the design of concrete structures and civil structural works in particular water retaining structures				
				Postgraduate in civil engineering	0.5			
				≥ 5 No Projects	3.5			
				4 No Projects	3			
				3 projects	2.5			
				2 projects	2			
				First Degree	1			
				<b>Maximum Points</b>		<b>5.0</b>		
				7	Geotechnical Specialist	B. Eng./ BSc	4 years minimum experience as a geotechnical specialist. Must have been involved in the design of 2 or more water & sanitation projects as a geotechnical specialist	
							≥ 4 No Projects	3
	3 projects	2.5						
	2 projects	2						
	First Degree	1						
	<b>Maximum Points</b>		<b>4.0</b>					
	8	Botanist / Wetland Design Specialist	BSc / BEng / BA	4 years minimum experience as a Botanist or Wetland design specialist. Must have been involved in the design of 2 or more wetlands				
≥ 4 No Projects				3				
3 No Projects				2.5				
2 project				2				
First Degree				1				
<b>Maximum Points</b>		<b>4.0</b>						
<b>3. Construction Team.....(42)</b>								
<b>Key staff: Construction</b>								
<b>No</b>	<b>Name</b>	<b>Min. essential qualification</b>	<b>Experience</b>					

	1	Project Manager	B. Eng./BSc/ B. Tech	15 years minimum experience in project management. Must have experience in managing a minimum of 2No multidisciplinary construction projects of more than P100million in value		
				Postgraduate in Project Management	0.5	
				≥ 6 No Projects	4.5	
				5 No Projects	4.0	
				4 projects	3.5	
				3 projects	3	
				2 projects	2.5	
				Fist Degree	2	
				<b>Maximum Points</b>		<b>7.0</b>
				2	Project Planner	B. Eng./BSc/ B. Tech
	PMP/Prince 2	0.5				
	≥ 4 No Projects	2.5				
	3 projects	2				
	2 projects	1.5				
	First Degree	1				
	<b>Maximum Points</b>		<b>4.0</b>			
	3	Site Agent (Wastewater Treatment Plant)	B. Eng./BSc (Civil Engineering (B. Tech)/HND	Must have 10years minimum experience (7years if a degree holder) in civil engineering and must show experience as a site agent in construction of a minimum of 2No wastewater / water treatment plants projects		
				Post Graduate Water and Waste Water	0.5	
				≥ 6 No Projects	4.5	
				5 No Projects	4.0	
				4 projects	3.5	
3 projects				3.0		

				2 projects	2.5
				Degree/HND	1
		<b>Maximum Points</b>			<b>6.0</b>
4	Electrical Engineer	B. Eng./BSc/ B. Tech (Electrical)	8 years minimum experience as an electrical engineer and must have experience in construction of electrical works in a minimum of 2No sanitation / water projects		
			≥ 4 No Projects	3	
			3 projects	2.5	
			2 projects	2	
			First Degree	1	
<b>Maximum Points</b>			<b>4.0</b>		
5	Mechanical Engineer	B. Eng./BSc/ B. Tech (Mechanical)	8 years minimum experience as a mechanical engineer and must experience in construction of pump stations in 2No sanitation / water related projects as a mechanical engineer		
			≥ 5 No Projects	4	
			4 No Projects	3.5	
			3 projects	3	
			2 projects	2.5	
<b>Maximum Points</b>			<b>5.0</b>		
6	Telemetry Specialist	B.Eng /BSc/B. Tech (Electrical & Electronics/Tel ecomm, Communication Systems Eng.)	Must have 8 years minimum experience as a telemetry specialist. Must have experience in the telemetry and communications installations in a minimum of 2No sanitation / water related projects		
			≥ 4 No Projects	3	
			3 projects	2.5	
			2 projects	2	
<b>Maximum Points</b>			<b>4.0</b>		
7	Civil / Structural Engineer	B. Eng./BSc/ B. Tech (Civil / Structural)	Must have a minimum of 8years experience as a structural engineer. Must poses specific experience in the construction of civil structural works in a		

				minimum of 2No sanitation / water related projects	
				≥ 4 No Projects	3
				3 projects	2.5
				2 projects	2
				First Degree	1
				<b>Maximum Points</b>	<b>4.0</b>
	8	Resident Design Engineer - Civil / Structural Engineer	B. Eng./ BSc Eng.	Must have 10 years minimum experience as a structural engineer and must have been involved in a minimum of 2No projects in the construction of structures and civil structural works in particular water / wastewater structures	
				≥ 4 No Projects	3
				3 projects	2.5
				2 projects	2
				Fist Degree	1
				<b>Maximum Points</b>	<b>4.0</b>
	9	Resident Design Engineer - Mechanical	B. Eng./BSc/ B. Tech (Mechanical)	8 years minimum experience as a mechanical engineer and must experience in construction of pump stations in 2No sanitation / water related projects as a mechanical engineer	
				≥ 4 No Projects	3
				3 projects	2.5
				2 projects	2
				First Degree	1
				<b>Maximum Points</b>	<b>4.0</b>
<p>Certified copies of academic qualifications and professional registration <b>(Certified Copy of ERB Practising Certificate for proposed Engineers)</b> shall form part of the above evaluation for both the design and construction staff. All engineering staff including technicians, must poses valid ERB certification (practising). Key staff who submit professional registration other than ERB shall be required to obtain registration with ERB before they can work in Botswana. Failure to provide ERB Practising Certificate or equivalent for foreign based engineers shall lead to disqualification of that particular key staff.</p> <p><b>Any bidder who does not submit Curriculum Vitae for any one of the above key professional staff and which does not meet the minimum number of years of experiance and the minimum number</b></p>					

	<p><b>of projects as required for the positions shall be scored zero for that particular position.</b></p>	
<p><b>5.</b></p>	<p><b>Programme of Works (10 points)</b>                  The bidder shall prepare and submit a programme of the works (Gantt Chart and in Microsoft project) indicating how all the works are to be sequenced and scheduled to meet the time for completion. The programme of works submitted by the bidder shall be evaluated to verify if the tenderer has timed essential activities, along the critical path of progress, and have also scheduled other activities around those in the critical path. This will evaluate the ability of the tenderer to deliver the works on time with available resources and include;</p> <ul style="list-style-type: none"> <li>i. The programme of works shall conform to the design and construction methodology ..... <b>(2)</b></li> <li>ii. Bidders shall provide a Schedule of Works clearly indicating how the design and build works are to be sequenced and scheduled to meet the time for completion. This shall show the design and construction phases of the project.                       The programme shall allow a minimum of 3months design before the contractor can do mobilise to site and start working on the permanent works. The programme shall clearly show linkages between the design and construction phases. The start and completion dates shall be shown for each activity and the interrelation between different activities should be indicated clearly. Milestones shall be clearly identified in the programme                       The bidder shall show linkages and alignment of his schedule with other contracts that are being done by other contractors. The programme shall provide flexibility in interfacing with works undertaken by other contractors ..... <b>(3)</b></li> <li>iii. The programme shall identify the critical path of the works and this shall be easily identifiable ..... <b>(1.5)</b></li> <li>iv. Bidders shall provide separate notes and calculations to support the durations allowed for in the principal activities. The bidder shall also describe termination points for this Contract in relation to other Contracts being implemented, identified risks, constraints and assumptions made in the programme. The programme notes shall describe recovery measures that he can put in place to catch up with the schedule should the construction be delayed                       The programme notes shall include non-working (e.g. recognised public holidays, annual shutdown periods) and rainy days and other unfavourable conditions ..... <b>(2.5)</b></li> <li>v. The programme shall identify when the training for Client Staff will be conducted..... <b>(1)</b></li> </ul>	<p><b>10</b></p>
	<p><b>Total Technical Score (Ts)</b></p>	<p><b>206</b></p>

	<p>The overall minimum qualifying technical score required is <b>70 %</b></p>																				
<p>3.15</p>	<p><b>Stage 3: Financial Evaluation - Final selection</b>                  Only Tenderers that have complied with the technical requirements will be considered for financial evaluation, i.e. those that acquired 70 points and above.                  The weights given to the Technical (Ts) and Financial (Sf) proposals are: Ts = 0.80 (80%) and Sf = 0.20 (20%)                  For final selection, the technical and financial evaluations are combined based on the weighting factors, 80% for the Technical Proposal and 20% for the Financial Proposal                  A financial evaluation of technically compliant Tenders shall be conducted to:</p> <ol style="list-style-type: none"> <li>1. Check for and correct any arithmetic errors</li> <li>2. The project cost estimate shall be used to determine the reasonableness of the tenders. Tenders should avoid backloading and front loading</li> <li>3. The proposed fee will be checked for completeness i.e. all items proposed in the technical evaluation priced for and item costs assessed against prevailing market rates</li> </ol> <p>The financial offers of the responsive tender offers will be scored using the following formula:  <math display="block">F\_score = P\_max - ((P\_max \times S) - (P\_max \times S\_low) / S</math>                 Where:                  F_score = Financial Score                  P-max = Maximum possible number of tender evaluation points; i.e. 20 Points                  S = Tender sum of the bidder being evaluated                  S_low = Tender sum of the least bidder</p>																				
<p>3.15</p>	<p><b>Stage 4: Basis of Award</b>                  The evaluation committee shall prepare an evaluation report of all the bids received. The bidder with the <b>Highest combined score of Technical (Ts) and Financial (Sf)</b> and having satisfied all the preliminary compliance and technical compliance stages of evaluation shall be recommended for award.                  The awarded number of points will therefore be converted into a tender technical score (T_score) as follows:</p> $T\_score = \frac{T\_points}{100} \times 80$ <p>Where:  <b>T_points</b> is the numbers of points acquired by the bidders in the technical evaluation                  The final mark (%) from the technical and financial offers will then be computed as follows:                  Final Score = T_score + F_score                  The results will then be compiled as follows:</p> <table border="1" data-bbox="233 1489 1417 1769"> <thead> <tr> <th>Name of Bidder</th> <th>Technical Score (T-score)</th> <th>Financial Score (F-score)</th> <th>Final Score (%)</th> <th>Ranking (Total Points)</th> </tr> </thead> <tbody> <tr> <td>Bidder 1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Bidder 2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Bidder 3</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>The Corporation has the right to accept or reject the Tender Offer and does not bind itself to accept any or all parts of the offer and accordingly reserves the right to reject the tender received. Notwithstanding anything elsewhere contained in these Terms of Reference unless and until the WUC issues a letter of acceptance, WUC assumes no legal duty or obligation to the Tenderer. If successful, the Tenderer, shall be required to enter into a formal Agreement with the Employer in the form prescribed and contained in these Terms of Reference. In addition, the Employer</p>	Name of Bidder	Technical Score (T-score)	Financial Score (F-score)	Final Score (%)	Ranking (Total Points)	Bidder 1					Bidder 2					Bidder 3				
Name of Bidder	Technical Score (T-score)	Financial Score (F-score)	Final Score (%)	Ranking (Total Points)																	
Bidder 1																					
Bidder 2																					
Bidder 3																					

	reserves the right at its sole discretion to amend such Agreement as it may consider necessary, prior to the execution of the contract.
3.15	<p><b>Litigation</b></p> <p>Under no circumstances whatsoever, tenderers shall not subject the Procuring Entity to litigation at any stage of tender process.</p> <p>If a bidder is unsuccessful in its bid and proceeds to unsuccessfully challenge the Award or the ITT through the institution of legal proceedings (where such proceedings result in a delay in the making of the Award or a delay in the commencement or completion of the Works) such bidder shall be liable for damages equivalent to the sum of 10% of the total Contract value.</p>
3.16	<p><b>Fronting</b></p> <p>In the event that it is established, once an Award has been made and/or the Contract for the Works has been concluded, that the Wholly Owned Citizen contractor participation requirement of 40% has not been adhered to by any form whatsoever, or that the Wholly Owned Citizen Contractor participation of 40% is in substance not actual participation by the Wholly Owned Citizen Contractor but rather amounts to a “Fronting” arrangement where the Wholly Owned Citizen Contractor does not, is discouraged or is inhibited from substantially participating in the core activities of the Contract and/or the Works, the Employer shall be entitled to forthwith (without notice) proceed to terminating the Award and/or the Contract</p>
3.17	<p><b>Acceptance of Tender</b></p> <ol style="list-style-type: none"> <li>1. Prior to the expiration of the period of Tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by e-mail that his Tender has been accepted.</li> <li>2. This letter (hereinafter and in the Conditions of Contract called “Form of Offer and Acceptance”) shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”).</li> <li>3. The notification of award will constitute the formation of the Contract.</li> </ol>
3.22	<p><b>Number of Contract Copies</b></p> <p>The contract will be prepared and printed by the Consultant as per contract with Employer, WUC</p>
4.0	<p><b>CLASSIFIED INFORMATION</b></p> <p>(NOTE: This is not a disqualifying factor and shall not be used for evaluation.)</p> <p>Bidders are required to indicate information in their bids which they consider confidential and whose disclosure shall be prejudicial to their interests. Failure to identify the information referred to, will render such information subject to declassification after two years following the award of a tender.</p>
5.0	<p><b>NUMBER AWARDED UNDER MOLEPOLOLE WATER AND SANITATION (MWS) PROGRAMME</b></p> <p>MWS Programme is comprised of seven (7) contracts namely contract nos. 1 - 6 in Molepolole and contract no. 7 in Thamaga.</p> <p>Any Tenderer in his individual capacity or as part of a joint venture, shall not be awarded more than one project that comprise Molepolole Water and Sanitation Programme, that is, Contracts 1 to 7.</p>

<b>REPUBLIC OF BOTSWANA</b>		<b>STANDARDISED CONDITIONS OF TENDER Feb 2006</b>
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**Contents:**

- 1 General**
- 2 Tenderer’s obligations**
- 3 The WUC’s undertakings**

**1 General**

- |   |   |  |
|---|---|--|
| Actions   | 1 | The WUC and each tenderer submitting a tender offer shall comply with these Conditions of Tender. The WUC will, in addition, act in a manner that is fair, equitable and transparent.  |
| Tender documents                                    | 2 | The documents issued by the WUC for the purpose of a tender offer are listed in the Tender Data.   |
| Interpretation and definitions                      | 3 | The Tender Data and additional requirements contained in the Tender Schedules that are included in the Returnable Documents are deemed to be part of these Conditions of Tender  |
|   | 4 | These Conditions of Tender, the Tender Data and Tender Schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.  |
|   | 5 | Comparative Offer means the tenderer’s financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.   |
| Communication & WUC                                 | 6 | Each communication between the WUC and a tenderer shall be to or from the WUC only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The WUC will not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the WUC are stated in the Tender Data |
| The WUC rights to accept or reject any tender offer | 7 | The WUC may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time prior to the formation of a contract. The WUC will not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for the action. |
|   | 8 | After the cancellation of a tender process or the rejection of all tender offers the WUC may abandon the proposed procurement and have it performed in another manner, or re-issue a similar Tender Notice and Invitation to Tender at any time.   |

**2 Tender’s Obligations**

- |  |   |   |
|--|---|---|
|  |   | The tenderer shall comply with the following obligations:   |
| Eligibility  | 1 | Submit a tender offer only if the tenderer complies with the criteria stated in the Tender Data.  |
| Cost of tendering                                  | 2 | Accept that the WUC will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer.  |
| Check documents                                    | 3 | Check the tender documents on receipt, including pages within them, and notify the WUC of any discrepancy or omission.  |
| Confidentiality & Copyright of documents           | 4 | Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the WUC only for the purpose of preparing and submitting a tender offer in response to the invitation.                                      |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender offer, copies of the latest versions of standardised specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference |



Acknowledge addenda	6	Acknowledge receipt of addenda to the tender documents, which the WUC may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.
Site visit and / or clarification meeting	7	Attend a site visit and / or clarification meeting at which tenderers may familiarise themselves with the proposed work, services or supply (and location etc.) and raise questions. Details of the meeting(s) are stated in the Tender Data.
Seek clarification	8	Request clarification of the tender documents, if necessary, by notifying the WUC at least five working days before the closing time stated in the Tender Data
Insurance	9	Be aware that the extent of insurance to be provided by the WUC (if any) may not be for the full cover required in terms of the conditions of contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance
Pricing the tender offer	10	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days prior to the closing time stated in the Tender Data.
	11	Show Value Added Tax (VAT) payable by the WUC separately as an addition to the tendered total of the prices.
	12	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data.
	13	State the rates and prices in local currency unless instructed otherwise in the Tender Data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.
Alterations to documents	14	Not make any alterations or additions to the tender documents, except to comply with instructions issued by the WUC, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
Alternative tender offers	15	May submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
	16	Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data.
Submitting a tender offer	17	Submit a tender offer for providing the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.
	18	Return all Returnable Documents to the WUC after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
Information & data to be completed in all respects	19	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the WUC as non-responsive.
	20	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the WUC
	21	Sign the original and all copies of the tender offer where indicated. The WUC will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as Joint Ventures shall state which of them is the lead partner whom the WUC shall hold liable for the purpose of the tender offer.
	22	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the WUC's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.
	23	Where a two-envelope system is required in terms of the Tender Data, place and seal the Returnable Documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining Returnable Documents in an envelope marked "technical proposal". Each envelope shall state on the outside the WUC's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.

	24	Seal the original tender offer and copy packages together in an outer package that states on the outside only the WUC's address and identification details as stated in the Tender Data.
	25	Accept that the WUC will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
Closing time	26	Ensure that the WUC receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting will not be accepted as proof of delivery. The WUC will not accept tender offers submitted by telegraph, telex, facsimile or E mail, unless stated otherwise in the Tender Data.
	27	Accept that, if the WUC extends the closing time stated in the Tender Data for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
Tender offer validity	28	Hold the tender offer(s) valid for acceptance by the WUC at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
	29	If requested by the WUC, consider extending the validity period stated in the Tender Data for an agreed additional period.
Clarification of tender offer after submission	30	Provide clarification of a tender offer in response to a request to do so from the WUC during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates and / or item prices. No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.
Provide other material	31	Provide, on request by the WUC, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarised Joint Venture agreements), or the preferencing and / or reservation arrangements considered necessary by the WUC for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the WUC's request, the WUC may regard the tender offer as non-responsive.
Submit securities, bonds, policies etc.	32	If requested, submit for the WUC's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.
	33	Check the final draft of the contract provided by the WUC within the time available for the WUC to issue the contract.
Return of other tender documents	34	If so instructed by the WUC, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data

### **3 The WUC 's Undertakings**

Respond to clarification	1	Respond to a request for clarification received up to fourteen (14) working days prior to the tender closing time stated in the Tender Data and notify all tenderers who attended the site / clarification meetings of those responses.
Issue Addenda	2	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the WUC may grant such extension and, will then notify it to all tenderers.
Return late tender offers	3	Return tender offers received after the closing time stated in the Tender Data, unopened, to the tenderer concerned.
Tender offer opening	4	Unless the two-envelope system described below is to be followed, open valid tender offers in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender offers for which acceptable reasons for withdrawal have been submitted will not be opened.
	5	Announce at the opening the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion (if any) for the main tender offer only.
Two-envelope system	6	Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers'

		agents who choose to attend at the time and place stated in the Tender Data and announce the name of each tenderer whose technical proposal is opened.
	7	Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
Non-disclosure	8	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
Grounds for rejection & disqualification	9	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he offered an inducement to or colluded with any person with a view to influencing the award of the contract.
Test for responsiveness	10	Determine, on opening and before detailed evaluation, whether each tender offer properly received: <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly and fully completed and signed, and</li> <li>• is responsive to the other requirements of the tender documents.</li> </ul> A responsive tender as one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the WUC's opinion, would: <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change the WUC's or the tenderer's risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul>
Non- responsive tender offers	11	Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	12	Check responsive tender offers for arithmetical errors, correcting them in the following manner: <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.</li> <li>• Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.</li> </ul>
	13	Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above
Clarification of a tender offer	14	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
Evaluation of responsive tender offers	15	Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a Comparative Offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below: <ol style="list-style-type: none"> <li>1) Rank tender offers from the most favourable to the least favourable comparative offer.</li> <li>2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 1: Financial offer		

Method 2:  
Financial offer  
and preferences

- 3) Score tender evaluation points for financial offer, in the manner outlined below.
- 4) Confirm that tenderers are eligible for the preferences claimed in the Preference Schedule and if so, score tender evaluation points for preferencing.
- 5) Calculate total tender evaluation points.
- 6) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 7) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 3:  
Financial offer  
and quality

- 1) Score for quality in the manner described below, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.
- 2) Score tender evaluation points for financial offer, in the manner outlined below.
- 3) Calculate total tender evaluation points.
- 4) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 4:  
Financial offer,  
quality and  
preferences

- 1) Score for quality in the manner described below, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.
- 2) Score tender evaluation points for financial offer, in the manner outlined below.
- 3) Confirm that tenderers are eligible for the preferences claimed in the Preference Schedule, and if so, score tender evaluation points for preferencing.
- 4) Calculate total tender evaluation points.
- 5) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Scoring of  
financial offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A \text{ where:}$$

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below, as appropriate.

Formula	Comparison	Value
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$
2	Lowest price or percentage	$A = (1 - \frac{P - P_m}{P_m})$

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

Scoring quality

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

General Scoring  
Rules

Score financial offers, preferences and quality, as relevant, to two decimal places. Where two or more tender offers score an equal number of tender evaluation points, recommend the award of the contract to the tenderer with the highest number of:

- Preference points when tender evaluation method 2 is used.
- Quality points when tender evaluation method 3 is used.
- Preference points when tender evaluation method 4 is used.

Insurance provided by the WUC	16	If requested by the proposed successful tenderer, submit for the tenderer's acceptance the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the WUC to provide.
Acceptance of tender	17	Notify the successful tenderer of the WUC's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the WUC and the successful tenderer as described in the Form of Offer and Acceptance.
Notice to unsuccessful tenderers	18	After the successful tenderer has acknowledged the WUC's notice of acceptance, notify other tenderers that their tender offers have not been accepted.
Prepare contract documents	19	If necessary, revise documents that will form part of the contract and were issued by the WUC as part of the tender documents to take account of: <ul style="list-style-type: none"> <li>• addenda issued during the tender period,</li> <li>• inclusion of some of the Returnable Documents,</li> <li>• other revisions agreed between the WUC and the successful tenderer,</li> </ul> and <ul style="list-style-type: none"> <li>• the Schedule of Deviations attached to the Form of Offer and Acceptance.</li> </ul>
Issue final contract	20	Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the WUC's execution of the Form of Offer and Acceptance (including the Schedule of Deviations). Only those documents that the Conditions of Tender require the tenderer to submit, after acceptance by the WUC, will be included.
Complete Adjudicator's Contract	21	Unless alternative arrangements have been agreed, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
Provide copies of the contracts	22	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.