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WATER UTILITIES CORPORATION
PROCUREMENT OF A WORKS CONTRACT FOR THE
MOLEPOLOLE WATER AND SANITATION PROJECT

CATCHMENT 1 SEWAGE COLLECTION NETWORK AND WATER
DISTRIBUTION NETWORK FOR ZONES 2 & 6

CONTRACT 2 - VOLUME 1
(TENDERING PROCEDURES)

TENDER No. WUC 004 (2021)

Date: June 2021

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

CONTRACT - 2

Water Utilities Corporation	Tender Documents
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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

VOLUME 4: TENDER DRAWINGS

- Tender Drawings and Typical Standard Details

Water Utilities Corporation	TENDER
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**PROCUREMENT OF A WORKS CONTRACT FOR THE MOLEPOLOLE WATER AND
SANITATION PROJECT – CONTRACT 2**

- Catchment No,1 – Sewage Collection Network
- Water Pressure Zones 2 and 6 – Distribution Main

VOLUME 1

TENDERING PROCEDURES

T1.1 Invitation to Tender

T1.2 Tender Data

Water Utilities Corporation		T1.1 INVITATION TO TENDER
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Procurement of a Works Contract for the Molepolole Water and Sanitation Project – Contract 2

1. INTRODUCTION

1.1 Invitation to Tender

Water Utilities Corporation of Botswana invites tenders for the Construction of Molepolole Water and Sanitation Project - Contract 2.

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

The project provides for the construction of the following components:

3.1. Water Supply

Construction, pressure testing, disinfection of **185km** of a network of pipelines of various diameters/sizes varying from 63mm to 350mm uPVC pipe and 400mm to 500mm Steel (MS) pipe and, and connections to the existing live network. In doing so care must be exercised to ensure that the prescribed water quality standards are maintained at all material times with minimum or no disruptions to normal supply and other buried utility services.

3.1.1. Termination Points

The termination point for Contract 1 and the pickup point for Contract 2 is just outside the boundary fence for the SR6 site at x=45744.912 y=-2697309.789 as marked on drawing *MWSJV-W-DIST-C2-001*. The Boundary between contract 2 and 3 is marked by the red highlighted nodes in the same drawing with node coordinates listed in the table below as well as being defined by a boundary line.

Junction ID	X	Y
J-947	50,909.45	-2,699,646.66
J-985	50,289.37	-2,698,845.72
J-1002	50,166.57	-2,698,569.57
J-1004	50,425.02	-2,698,163.80
J-1005	50,466.75	-2,698,001.69
J-1006	50,439.97	-2,697,921.19
J-1007	49,962.25	-2,698,095.35
J-1018	49,501.86	-2,697,423.74
J-1342	50,950.06	-2,699,629.30
J-1344	50,789.48	-2,699,416.58
J-1345	50,750.79	-2,699,304.09
J-1353	50,350.75	-2,698,423.33
J-1504	52,993.12	-2,701,715.44
J-1512	53,032.57	-2,701,616.37
J-1515	52,953.78	-2,700,761.18
J-1659	52,941.87	-2,700,731.06
J-1674	52,458.86	-2,700,476.99
J-1684	52,791.42	-2,700,480.99
J-1687	52,821.05	-2,700,585.91
J-1759	51,966.12	-2,700,262.77
J-1782	51,868.32	-2,699,838.32
J-1789	52,113.28	-2,700,130.80
J-2069	50,719.24	-2,699,160.08
J-5013	52,989.85	-2,701,084.95
J-5015	52,991.43	-2,701,099.80
J-5017	50,677.76	-2,699,047.73
J-5018	50,640.11	-2,699,029.11

Junction ID	X	Y
J-5028	50,450.93	-2,698,877.42
J-5030	49,319.31	-2,697,306.63
J-5035	51,369.81	-2,699,909.77
J-5039	51,563.24	-2,699,875.11
J-5040	51,149.08	-2,699,836.44
J-5048	51,890.33	-2,700,339.03
J-5590	52,781.31	-2,700,591.31
J-5037	51,045.18	-2,699,875.76
J-5040	51,149.08	-2,699,836.53
J-1677	52,123.74	-2,700,508.29

3.2 Sanitation

This aspect will deal with the laying of a network of sewer lines to prescribed gradients and tolerances including manholes all totalling approximately **196km** to service or drain Catchment 1 up to PS1 including rising main up to MH (H131) and provision of a certain number of property connections to the network as part of the commissioning of the overall system.

The table below depicts the breakdown of various pipe sizes and types for both water and sanitation.

3.1.2. Termination points

This contract covers sewer network in catchment 1 and terminates into the last manhole upstream of the pump station PS 1 just before distribution chambers discharging into PS 1. Sump where contract 1 will pick up. This contract also covers sewer reticulation draining plots into PS 4. The sewer reticulation from these plots terminates on the manhole up-stream of PS 4 where Contract 1 (pump station construction) will pick up. Rising main from PS 4 which picks up from Contract 1 discharges into the same manhole upstream of PS 1. Drawing detailing the extent of works for each contract are included under Volume 4 Contract 2. A snap shot of Contract 2 coverage is included as Annexure 3 of this document.

3.1.3. Operator Houses

Construction of 6 No. operator house

Contract 2 Distribution	Diameter mm	63	90	110	160	200	250	300/315	350	400	450	500		
	Material	uPVC									MS			
	Zone - 2	54,681	7,516	27,144	17,522	8,428	1,988	1,276	0	26	752	545		
	Zone- 6	51,460	5,475	6,889	197	438	88	600	0	0	0	0		
	Total length	106,141	12,991	34,033	17,719	8,866	2,076	1,876	0	26	752	545	185,025	

Contract 2 Sewer Reticulation	Sanitation	Material	uPVC						Concrete Pipe					Steel			HDPE	HDPE		
		Diameter	160	200	250	315	355	500	375	450	600	750	900	150	350	500	160	710		
		Catchment - 1	172,000	3,729	2,579	3,862	4,407	3,297	495	1,156	2,728	271	20	509	204	52	48	1956	
		Total Length (m)	172,000	3,729	2,579	3,862	4,407	3,297	495	1,156	2,728	271	20	509	204	52	48	1956	197,318

4. ELIGIBILITY

This is an open domestic tender reserved for participation by companies domicile in Botswana. Subcontracting of specialist international contractors shall be accepted for works requiring specialist skills. Tenderers must be registered with the Public Procurement and Asset Disposal Board (PPADB) in the following codes and sub codes:

Code: 03 (Civil Engineering Works), Sub-code: 06 (Water Supplies, Sanitation Reticulation, and Irrigation Works) Grade E.

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

5. 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: Zmmolawa@wuc.bw. All queries should be in writing and delivered on or before 13th September 2021. Queries submitted late may not be responded to.

6. PRE-TENDER SITE VISIT AND MEETING

A compulsory site visit for WUC 004 (2021) shall be held on the 24th 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.

7. SUBMISSION OF TENDERS

Sealed Tenders must be clearly marked "Tender No. WUC 004 (2021), Procurement of a Works Contract for the Molepolole Water And Sanitation Project – Contract 2.

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.

Water Utilities Corporation	TENDER TENDERING PROCEDURES	T1.2 TENDER DATA
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Construction of Molepolole Water and Sanitation Project - Contract 2

CONDITIONS OF TENDER	
1	Compliance with Conditions 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.
2	The Employer and Source of Funds The Employer for this Contract is the Water Utilities Corporation, Private Bag 00276, Gaborone who will fund this Contract.
3	The Engineer is:

	Molepolole Water and Sanitation Joint Venture
4	<p>Eligible Tenderer</p> <p>This is an open domestic tender is reserved for participation by companies domicile in Botswana. Subcontracting of specialist international contractors shall be accepted for the works requiring specialist skills.</p> <p>1) Tenderers must be registered with the Public Procurement and Asset Disposal Board (PPADB) in the following codes and sub codes:</p> <p style="text-align: center;">Code: 03 (Civil Engineering Works), Sub-code: 06 (Water Supplies, Sanitation Reticulation, and Irrigation Works) Grade E</p> <p>2) A joint venture of two or more legal persons is to be accepted as eligible if:</p> <p>(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.</p> <p>(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</p> <p>(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</p> <p>(d) A copy of the agreement entered by these persons shall be submitted with the Tender. This agreement shall state</p> <p>(i) 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.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>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</p>

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: 24 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 must be represented at the compulsory site visit by a person suitably qualified and experienced to understand the implications of the work involved. If the Tenderer or his 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 Tenderers must sign the attendance register at the beginning of the site visit and upon completion of clarification meeting. Covid 19 protocols will be observed. The purpose of the tender site visit will be to clarify to the Tenderers all issues of concern and to address any questions resulting from the tender documentation and scope of works. The Tenderer is advised to acquaint himself (fully) 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.

The Tenderer and any of his personnel or agents will be granted conditional permission to enter upon the Site. The permission shall be deemed to have been based upon the Tenderer, his personnel and agents indemnifying the Employer and his personnel and agents from and against all liability and upon the Tenderer being responsible for personal injury (whether fatal or otherwise), loss or damage, costs, and expenses (however caused) which would not have arisen other than due to the exercise of such permission.

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, and it is the contractors responsibility to take notes.

6 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
- Contract Part 4 – Site Information

VOLUME 3: THE CONTRACT

- Part 3.1 – Project Specifications

VOLUME 4: THE CONTRACT

- Tender Drawings and Standard Details

The pages in each section of the document are numbered consecutively, with the number of the relevant section prefixed to the page number.

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.

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.

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.

No liability whatsoever will be admitted by the Corporation in respect of errors in the Contractor's tender due to the foregoing.

7 Issue of Additional Documents

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.

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. All queries should be in writing and delivered on or before 13th September 2021. Queries submitted late may not be responded to.

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, and then an Addendum will be issued in accordance with the above procedure.

	Addenda will be issued only to those companies who would have bought the tender documents.
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8	<p>Confidentiality of the Tender Documents</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>
9	<p>Language of Tender</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>
10	<p>Currency of Payment</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>
11	<p>Use of Local Materials and Labour</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>
12	<p>Customs Duty</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>
13	<p>Expenses Related to Tender</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>
14	<p>Format and Signing of Tenders</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>
15	<p>Completion of Tender Documents</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.

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.

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 printed by the Tenderer shall not be accepted to ensure that there are no alterations to these documents.

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.

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.

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.

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.

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**].

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.

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.

VAT will be calculated on the Total Certificate Amount before the deduction of retention, levies, other taxes, etc.

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

	<p>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>
<p>16</p>	<p>Authority of Tender</p> <p>The Tender must be signed by one duly authorised to do so and evidence of the authority of the signatory authenticated by a Registered Notary Public must be provided.</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>
<p>17</p>	<p>Covenant of Integrity</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 II [FORM OF COVENANT OF INTEGRITY – T2.2GV].</p>
<p>18</p>	<p>Information to be Submitted with the Tender</p> <p>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.</p> <p>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.</p> <p>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. 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.</p>

	<p>d) Manufacturer's detailed descriptions and brochures of all materials and equipment offered.</p> <p>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.</p>
<p>19</p>	<p>Sealing and Marking of Tenders</p> <p>One (1) Original marked “ORIGINAL”, and Five (05) copies marked “COPY” of the original Tender shall be submitted.</p> <p>Each such set shall consist of two separately sealed envelopes, contained in an outer sealed envelope. One envelope shall contain the original and copies of the technical proposal clearly marked “Technical Proposal”, 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 “Financial Proposal” 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>TENDER No. WUC 004 (2021)</p> <p>PROCUREMENT OF A WORKS CONTRACT FOR THE MOLEPOLOLE WATER AND SANITATION PROJECT – CONTRACT 2: CATCHMENT 1 SEWAGE COLLECTION NETWORK AND WATER DISTRIBUTION NETWORK FOR ZONES 2 & 6.</p> <p>Each tender package shall be delivered by hand to the following address:</p> <p>The Corporation Secretary Water Utilities Corporation Tender Room, Sedibeng House 17530 Luthuli Road Gaborone Botswana</p> <p>A two-envelope procedure will be followed.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted.</p>

20	Deadline for Submission of Tenders The closing time for submission of tender offers is: 14:00 HRS ON 23rd SEPTEMBER 2021 at which time public opening of the tenders will commence. 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.
21	Late Submission of Tenders Tenders received by the Employer after the deadline for submission of Tenders will be rejected
22	Modification to Tender 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. 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. 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.
23	Tender Validity Period The Tender shall remain valid and open for acceptance for a period of 120 days after the date for the submission of the tender as stated in the Tender Notice. 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. The Tenderer upon agreement to extend the period of validity of the tender will not be required or permitted to modify the tender.
24	Issuance of Addenda 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

	<p>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>
25	<p>Tender Opening</p> <p>The time and location for opening of the tender offers is:</p> <p>Time: 14:00 hrs on 23rd September 2021</p> <p>Location: Water Utilities Corporation Head Office Tender Room, Sedibeng House 17530 Luthuli Road Gaborone Botswana</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>Conditions of Contract</p> <p>The contract shall be governed by the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition 2017, (The Red Book).</p>
27	<p>Tender Evaluation</p> <p>The tenderer is advised that his submitted price will be considered and taken as the accepted offer.</p>
28	<p>Adjustment for Errors</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.</p>

	<p>Any adjustments made by the Employer to a Tender will be indicated to the Tenderer prior to the acceptance of the Tender.</p>										
<p>29</p>	<p>Tender Evaluation Criteria</p> <p>In the evaluation of the tender, criteria to be considered will, inter alia, be the following:</p> <ul style="list-style-type: none"> a) Completeness of the tender submission. b) Tenderer meets the eligibility criteria as defined in the tender documents c) Responsiveness of the tender submission, i.e., compliance with the requirements as set out in the Conditions of Tender. d) The Tenderer’s proven track record of successful execution of similar work under similar circumstances to those expected. e) The Tenderer’s experience in the execution of contracts. f) The Tenderer’s key staff members with the necessary experience to successfully complete the Contract. g) The Tenderer’s access to the necessary plant and equipment to execute the work. h) Acceptability and ranking of Tender Price. i) Balance and acceptability of rates provided. 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 materials and equipment offered. o) Information provided by References. p) Company Shareholders and list of Directors and their nationality. <p>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.</p>										
<p>30</p>	<p>Tender Evaluation Procedure</p> <p>The procedure for evaluation of responsive tender offers is:</p> <p>Quality and Cost Based Selection – Supplies and Works Evaluation Method</p> <p>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 II. 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.</p> <p><u>STAGE 1- TEST FOR COMPLIANCE (PRELIMINARY EXAMINATION)</u></p> <table border="1" data-bbox="204 1832 1350 1966"> <thead> <tr> <th data-bbox="204 1832 288 1906">I/No</th> <th data-bbox="288 1832 722 1906">Description</th> <th data-bbox="722 1832 914 1906">Complied √ (YES)</th> <th data-bbox="914 1832 1142 1906">Not Complied X (No)</th> <th data-bbox="1142 1832 1350 1906">Comments</th> </tr> </thead> <tbody> <tr> <td colspan="5" data-bbox="204 1906 1350 1966">1 COMPLIANCE DOCUMENTS</td> </tr> </tbody> </table>	I/No	Description	Complied √ (YES)	Not Complied X (No)	Comments	1 COMPLIANCE DOCUMENTS				
I/No	Description	Complied √ (YES)	Not Complied X (No)	Comments							
1 COMPLIANCE DOCUMENTS											

1.1	Tax certificate Number and Pin (to be verified on www.eservices.burs.org.bw)			
1.2	Registration with PPADB in the required codes and sub-codes (to be Verified online @ www.ipms.ppadb.co.bw)			
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 www.cipa.co.bw)			
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 and at the end of the compulsory site meeting and visit. The attendance registrations will be verified by the procuring entity through his records.			
		Proceed	Disqualified	
<p>1.9 Equipment and Resources:</p> <p>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.</p>				

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	10m ³ Tipper Trucks	4
7	Flatbed Trucks	2
8	Water Bowers 10,000 litres	4
9	Roller Compactors	2
10	Concrete Mixer (3m ³)	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 on 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
- Joint Venture Agreement and Notarised Power of Attorney (if the bidder is a Joint Venture)
- 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**.

31 Stage 2 - Technical Evaluation

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 **70 %** of total technical score for a bid to proceed to the next stage of evaluation. Only bidders that have attained a minimum of **70 %** of the total technical score from the technical evaluation stage shall proceed to Stage 3 - Financial Evaluation.

Technical Evaluation

Item no.	Item Description	Evaluation points												
1.	<p>Experience of Tenderer – relevant projects in water and wastewater works(3points)</p> <p>a. Main Contractor (3 points) 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 Water transmission main, water reticulation network, sewage collection network, sewer pumping main and new sewer connections. 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" data-bbox="343 1243 1284 1444"> <thead> <tr> <th></th> <th>Max Point</th> <th colspan="4">Attained Points</th> </tr> </thead> <tbody> <tr> <td>Experience in water and / or sewerage Reticulation Projects</td> <td>3 points</td> <td>≥3No projects 3 points</td> <td>2projec ts 1.5 points</td> <td>1 project 0.5 points</td> <td>0 project 0 points</td> </tr> </tbody> </table>		Max Point	Attained Points				Experience in water and / or sewerage Reticulation Projects	3 points	≥3No projects 3 points	2projec ts 1.5 points	1 project 0.5 points	0 project 0 points	3
	Max Point	Attained Points												
Experience in water and / or sewerage Reticulation Projects	3 points	≥3No projects 3 points	2projec ts 1.5 points	1 project 0.5 points	0 project 0 points									
2.	<p>Technical Approach and Methodology The understanding of the tenderer following the scope of works forms a key basis of the tenderer 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>A. CONSTRUCTION METHODOLOGY (79 points) The construction method statement shall include a general execution plan indicating the general utilisation of the site for construction activities by the contractor.</p> <p>1. Site Establishment (3points)</p>	79												

	<p>These shall include:</p> <ul style="list-style-type: none"> a. General site arrangement plans for the site (1) b. General plan of utilisation of the site including the contractors working areas and mobilisation and demobilisation of these sites (1) c. Plan for provision of utilities and facilities such as electricity, water, communication, internet and fuel amongst others (1) <p>2. Sewerage Reticulation Network (20 points)</p> <p>The bidder shall describe the construction methodology of the sewage reticulation network for the whole of catchment 1 as described in the Volume 3 of the tender documents. (20)</p> <p>3. Water Reticulation (20 points)</p> <p>Construction methodology for the water reticulation network for pressure zones 2 and 6 as described in the Volume 3 of the tender documents (20)</p> <p>4. Testing and Commissioning & Operation of the Scheme (6 points)</p> <ul style="list-style-type: none"> i. The bidder shall narrate how he will test and commission the works. The test and commissioning shall be narrated for sewer and water network..... (2) ii. The bidder shall narrate how he will provide training for the Client staff in the operation of scheme components.....(1) iii. The bidder shall narrate how he will operate the scheme for a three-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) <p>5. Material and Resource Mobilisation Schedules (30 points)</p> <p>The bidder shall provide a schedule that shows how he intends to mobilise material, plant and resources for the different areas of the works</p> <ul style="list-style-type: none"> i. Mobilisation of material..... (1) ii. Mobilisation of plant & Equipment and Personnel..... (29) <p>N.B: Each equipment will score 1 point</p>	
3	<p>Quality, Environmental and Health & Safety Management Systems (14 points)</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>i) Quality Assurance Plan (6)</p>	14

	<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"> • Involvement of the design consultant in providing quality assurance of the works during construction..... (2) • Procedures for quality control the bidder proposes..... (1.5) • The facilities for quality control the bidder propose.....(1.0) • Organisation for quality control the bidder proposes..... (1.0) • Quality Assurance certificate (0.5) <p>ii) Environmental Plan (3) 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. The environmental management plan shall fully describe and explain the following:</p> <ul style="list-style-type: none"> • The procedures including monitoring and inspections for environmental management the Bidder proposes..... (1.0) • The facilities for environmental management the bidder propose..... (0.5) • Organisation for environmental management the bidder proposes..... (0.5) • Bidders understanding of the impacts of construction on the ecological systems and the water bodies and their plans for mitigating the impacts..... (1.0) <p>iii) Health and Safety (5) 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"> • The procedures to achieve the bidders' health and safety objectives and controls during the execution of the project. (1.5) • The materials, devices and equipment (e.g. first aid kits etc.) (0.5) • Organisation for health & safety including medical personnel....(0.5) • Facilities that the bidder proposes for medical emergencies..... (0.5) • Strategies for adhering to COVID – 19 Protocol..... (2.0) 	
4.	Resource Allocation – Key Staff	

		<p>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"> i. Detailed staffing plan with organogram showing key personnel or specialists. Provide detailed CVs' and professional registration for key personnel including specialists ii. Any additional staff requirements and reasons for the additional staffing iii. Resource schedules reflecting time schedules for the deployment of Contractor's key personnel based on the baseline programme. <p>1. Organogram..... (3) The bidder shall submit organogram for the design team and the construction team, clearly identified the key position and the name of the proposed person for the key position</p> <p>2. Construction Team..... (45) (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>	48												
Key staff: Construction															
No															
No	Name	Min. essential qualification	Experience												
1	1No. Project Manager	B. Eng./BSc/ B. Tech (Civil, Project Management)	15 years minimum experience in Project Management. Must have experience in managing a minimum of 2No Water and Wastewater Construction projects of more than P100million in value <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">≥ 6 No. Projects</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">5 No. project</td> <td style="text-align: center;">4.5</td> </tr> <tr> <td style="text-align: center;">4 No. projects</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">3No. projects</td> <td style="text-align: center;">3.5</td> </tr> <tr> <td style="text-align: center;">2No. projects</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">PMP/PRINC E 2 or Equivalent Project Management Certification</td> <td style="text-align: center;">0.5</td> </tr> </table>	≥ 6 No. Projects	5	5 No. project	4.5	4 No. projects	4	3No. projects	3.5	2No. projects	3	PMP/PRINC E 2 or Equivalent Project Management Certification	0.5
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5 No. project	4.5														
4 No. projects	4														
3No. projects	3.5														
2No. projects	3														
PMP/PRINC E 2 or Equivalent Project Management Certification	0.5														

				Post Graduate Qualification(Water/Waste water Engineering)	0.5	
				First degree	1	
			Maximum Points		7	
	2	1No. Project Planner/Project Controller	B. Eng./BSc/ B. Tech (Civil, Water and Wastewater)	Must have 8 years minimum experience as a project planner. Must have been involved in construction of 2No or more works projects as a project planner		
				≥4No. projects	2.5	
				3No. projects	2.0	
				2No. projects	1.5	
				PMP/PRINC E 2 or equivalent Project Management Certification	0.5	
				First degree	1.0	
			Maximum Points		4	
	3	2No. Site Agent	B.Eng./BSc/ B. Tech (Civil Engineering) OR HND (Civil Engineering)	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 reticulation projects		
				≥ 6 No Projects	4.0	
				5No. projects	3.5	
				4No. projects	3.0	
				3No. projects	2.5	
				2No. projects	2.0	
				Post Graduate Qualification(Water/Waste water)	1.0	
				First degree	2	
			Maximum Points (Max 7 points each)		14	
	4	1No. Site Engineer	B.Eng./BSc Civil/ B. Tech (Civil Engineering)	Must have 5 years minimum experience (7years if a degree holder) in civil engineering and been involved in the construction of a minimum of 1No wastewater / water		

				reticulation projects as a site Engineer	
				≥ 6 No Projects	4
				5No. projects	3.5
				4No. projects	3.0
				3No. projects	2.5
				2No. projects	2
				First degree	2
				Maximum Points	6
	5	1No. Measurement Engineer/ Quantity Surveyor	BSc Civil Engineering / Quantity Surveying	Must have 7years minimum experience in measurements and has been involved in the Construction of a minimum of 2No. Projects, Registered with ERB and Quantity Surveyors Registration Council (QSRC)	
				≥ 6 No Projects	3
				5No. projects	2.5
				4No. projects	2
				3No. projects	1.5
				2No. projects	1
				First degree	2
				Maximum Points	5
	6	1No. Surveyor	BSc / Diploma Geomatics / Land Survey/Engineering Survey	Must have 7years minimum experience in Engineering Surveying and Registered with Botswana Institute of Geomatics (BIG) and, been involved in the Construction of a minimum of 2No. Projects.	
				≥ 6 No Projects	3
				5No. projects	2.5
				4No. projects	2
				3No. projects	1.5
				2No. projects	1
				First degree	2
				Maximum Points	5
	7	1 No. Electrical Engineer	B. Eng./BSc/ B. Tech (Electrical Engineering)	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

	Maximum Points	4.0
	<p>Any of the above Key Staff who does not possess Professional Registration (ERB, BIG, QSRC) will be disqualified. Certified copies of academic qualifications and professional registration (Certified Copy of ERB Practising certificate for proposed Engineers) shall form part of the above evaluation for both the design and construction staff. All engineering staff including technicians must possess valid ERB certification (practising). Key staff who submits 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>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 experience and the minimum number of projects as required for the positions shall be marked zero for that particular position.</p>	
5.	<p>Programme of Works (10 points) 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"> i. The programme of works shall conform to the construction methodology..... (2) ii. Bidders shall provide a Schedule of Works clearly indicating how the execution of works is to be sequenced and scheduled to meet the time for completion. This shall show the construction phases of the project.....(1) iii. 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.....(1) iv. 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 (1) v. The programme shall provide flexibility in interfacing with works undertaken by other contractors.....(1) vi. The programme shall identify the critical path of the works and this shall be easily identifiable (1) 	10

	vii.	The programme shall identify be adequately resourced to complete project milestones (1)	
	viii.	The programme notes shall include non-working (e.g. recognised public holidays, annual shutdown periods) and rainy days and other unfavourable conditions..... (1)	
	ix.	The programme shall identify when the training for Client Staff will be conducted..... (1)	
	Total Technical Score (Ts)		154

The minimum qualifying technical score required is **70 %**

32

Stage 3: Financial Evaluation - Final selection

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:

1. Check for and correct any arithmetic errors
2. The project cost estimate shall be used to determine the reasonableness of the tenders. Tenders should avoid back loading and front loading
3. The proposed fee will be checked for completeness i.e. all items proposed in the technical evaluation priced for an item costs assessed against prevailing market rates

The financial offers of the responsive tender offers will be scored using the following formula:

$$F_score = P_max - ((P_max \times S) - (P_max \times S_low) / S$$

Where:

F_score = Financial Score

P-max = Maximum possible number of tender evaluation points; i.e. 20 Points

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Where:

F_score = Financial Score

	<p>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>																				
33	<p>Stage 4: Basis of Award The evaluation committee shall prepare an evaluation report of all the bids received. The bidder with the Highest combined score of Technical (Ts) and Financial (Sf) 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: T_points 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="233 837 1417 1115"> <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 reserves the right at its sole discretion to amend such Agreement as it may consider necessary, prior to the execution of the contract.</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																					
34	<p>Litigation Under no circumstances whatsoever, tenderers shall not subject the Procuring Entity to litigation at any stage of tender process. 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>																				
35	<p>Fronting 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 30% has not been adhered to by any form whatsoever, or that the Wholly Owned Citizen Contractor participation of 30% 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</p>																				

	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
36	<p>Acceptance of Tender</p> <ol style="list-style-type: none"> 1. Within ten days (cooling off period) following the approval by WUC Tender Committee of the preferred bidder, the Employer will notify and debrief the unsuccessful bidders. 2. Prior to the expiration of the period of Tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by fax or e-mail and will confirm in writing by registered or hand delivered letter, that his Tender has been accepted. 3. 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"). 4. The notification of award will constitute the formation of the Contract.
37	<p>Number of Contract Copies</p> <p>The contract will be prepared and printed by the Consultant as per contract with Employer.</p>
38	<p>Classified Information</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>
39	<p>Number Awarded Under Molepolole Water and Sanitation (MWS) Programme</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>

REPUBLIC OF BOTSWANA		STANDARDISED CONDITIONS OF TENDER Feb 2006
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Contents:

- 1 General**
- 2 Tenderer's obligations**
- 3 WUC's undertakings**

1 General

Actions	1	WUC and each tenderer submitting a tender offer shall comply with these Conditions of Tender. WUC will, in addition, act in a manner that is fair, equitable and transparent.
Tender documents	2	The documents issued by 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 & Procuring Department's agent	6	Each communication between WUC and a tenderer shall be to or from WUC's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. WUC will not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of WUC's agent are stated in the Tender Data
WUC's rights to accept or reject any tender offer	7	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. 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 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 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 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 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 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 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 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 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 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 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 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 WUC.
	21	Sign the original and all copies of the tender offer where indicated. 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 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 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

		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 WUC's address and identification details as stated in the Tender Data.
	25	Accept that 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 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. 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 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 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 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 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 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 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 WUC's request, WUC may regard the tender offer as non-responsive.
Submit securities, bonds, policies etc.	32	If requested, submit for 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 WUC within the time available for WUC to issue the contract.
Return of other tender documents	34	If so instructed by WUC, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data

3 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, 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	<p>Determine, on opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly and fully completed and signed, and • is responsive to the other requirements of the tender documents. <p>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 WUC's opinion, would:</p> <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, • change WUC's or the tenderer's risks and responsibilities under the contract, or • affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
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	<p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ul style="list-style-type: none"> • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • 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. • 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.
	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 Method 1: Financial offer	15	<p>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:</p> <ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer.

Method 2:
 Financial offer
 and preferences

- 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- 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 aimed at achieving	Value
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$

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.

		<ul style="list-style-type: none"> Quality points when tender evaluation method 3 is used. Preference points when tender evaluation method 4 is used.
Insurance provided by 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 WUC to provide.
Acceptance of tender	17	Notify the successful tenderer of 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 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 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 WUC as part of the tender documents to take account of: <ul style="list-style-type: none"> addenda issued during the tender period, inclusion of some of the Returnable Documents, other revisions agreed between WUC and the successful tenderer, and the Schedule of Deviations attached to the Form of Offer and Acceptance.
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 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 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.