

Classification: Internal



TENDER DOCUMENT

TENDER NO: DTCB 48-2022

**CONSTRUCTION OF A REHABILITATION CENTRE FOR PEOPLE WITH
DISABILITIES AT PLOT 37233, BLOCK 8, GABORONE.**

TENDER CLOSING DATE: 30TH NOVEMBER 2022

CLOSING TIME: 1200HOURS

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1. Overview

Diamond Trading Company Botswana (DTC Botswana) is a 50/50 Joint Venture partnership between the Government of the Republic of Botswana and De Beers. It is the world's largest and most sophisticated rough diamond sorting and valuing operation.

DTC Botswana sorts and values Debswana Diamond Company's rough diamond production. Debswana Diamond Company (Pty) Ltd is a 50/50 Joint Venture partnership between the Government of the Republic of Botswana and De Beers. The main purpose of DeBeers Company is to mine and recover diamonds optimally and responsibly.

2. Invitation to Tender

Eligible contractors are invited to submit proposals for the construction of a rehabilitation centre for people with disabilities at plot 37233, block 8, Gaborone in accordance with the scope of work and attached drawings.

3. Scope of Works

Scope of works is in **Annexure A**.

4. Site Visit

Prospective bidders are required to attend a compulsory site visit on Wednesday 16th ,November 2022 at 0930hours at Plot 37233, Block 8, Gaborone.

5. Submission of Proposal

Proposals should be emailed to tenders@dtcb.co.bw before the tender closing date 30th November 2022. Subject of the email should read **"TENDER No. DTCB 048-2022 CONSTRUCTION OF A REHABILITATION CENTRE FOR PEOPLE WITH DISABILITIES AT PLOT 37233, BLOCK 8, GABORONE.**

Facsimile, telephonic submissions, late and incomplete submissions will not be accepted.

6. Enquiries prior to tender closing date

Prospective tenderers requiring any clarification of the tender document may notify DTCB in writing or by email to tenders@dtcb.co.bw . DTCB will respond in writing to any request for clarification of the tender document which it receives no later than 21st November 2022 **at 1500hours**. Written responses including an explanation of the query but without identifying the source of inquiry will be sent to all prospective tenderers that have been invited to tender.

7. Tender Validity Period

The tender shall be valid for 3 months (90 calendar days) from the tender closing date.

8. Tender Submission and Award

- I. DTCB reserves the right to amend or cancel this tender.
- II. DTCB is not bound to appoint the lowest or any other tenderer.
- III. The decision on the award of the tender solely remains with DTCB.
- IV. DTCB shall not be liable for the expenses incurred during Tender preparation
- V. The proposals should be in English.

9. Legal requirements

- I. DTCB will enter into a formal contract with the awarded bidder prior to starting the work. It is a pre-requisite to ensure that the parties are both committed to the assignment.
- II. The contract shall be managed in accordance with the Botswana laws. Tenderers are responsible to familiarize themselves with the laws of Botswana.

10. Compliance Requirements

Successful tenderer shall be expected to comply with the following:

- i. DTCB Safety, Health and Environment requirements as detailed in **Annexure C**
- ii. Business Integrity principles as detailed in **Annexure E**.
- iii. Security Requirements as detailed in **Annexure F**.

11. Modification and Withdrawal of tender

- I. The tenderer may modify or withdraw its tender after submission of the tender provided that a written notice of the modification, including substitution or withdrawal of the tender is received by DTCB prior to the deadline prescribed for submission of tender.
- II. No tender may be modified after the deadline for submission of tenders.
- III. No tender may be withdrawn on the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

12. Amendment of Documents

- I. At any time prior to the deadline for submission of tenders, DTCCB, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document and send written amendments or addendum to all tenderers who have been invited to tender.
- II. In order to allow prospective tenderers reasonable time in which to take the amendments into account in preparing their tender, DTCCB, at its own discretion, may extend the deadline for the submission of tenders.

13. Clarification of tenders

To assist in the examination, evaluation and comparison of tenders, DTCCB may at its discretion, ask the tenderer for clarification of its tenders. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered or permitted. Any effort by the tenderer to influence DTCCB in its tender evaluation, comparison or contract award decision will result in the rejection of the tenderer's tender.

14. Authority of tender

The Tender must be signed by a person duly authorised to do so.

15. Errors in the tender document

There shall be no erasing or overwriting for any mistake which is corrected in the tender document.

16. Instructions to Tenderers

- I. Bidders are responsible for verifying existing conditions, measurements, tools, scaffold services and any other materials necessary to perform this scope of work.
- II. Bidders shall provide a site safety plan/documentated safety program that meets ISO 14001:2015 and ISO 45001:2018 standards and includes means of providing a safe work environment for their employees, a competent safety officer should also be provided by the contractor to oversee this.
- III. The contractor to provide onsite supervision of the contract work including Safety Health and Environment requirements. An Organogram of the proposed site personnel to be provided with an undertaking by each of the personnel.
- IV. A final inspection and testing of work done shall be undertaken by representatives of the contractor and DTC Botswana. The inspection and testing will serve as a final determination of the completion and workability of the contract work.

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- V. Bidders should submit abridged curriculum vitae of their technical personnel. This should include relevant academic qualifications and experience.
- VI. Bidders are requested to submit details of at three (3) reference sites where they have performed similar work and the contact details of a person who can be contacted to get more information on the tenderer's performance on the engagement
- VII. All works should be carried out in a safe manner and relevant safety precautions incorporated in all activities. The contractor shall be responsible for the safety of its employees or subcontractors or any member of the public. Proof of insurance cover (workmen's compensation) for the employees and subcontractors should be submitted before commencement of the project.
- VIII. The successful contractor shall be required to submit proof of professional indemnity insurance cover before work commences.
- IX. The tenderer shall provide all tools and equipment necessary for the purpose of carrying out the specified work in an organized and expeditious manner.
- X. DTCB (client) may from time to time during the course of the contract inspect any completed or part-completed work of the contractor and if its not satisfied with the work, the contract shall rectify accordingly
- XI. The tenderer shall remove all the debris caused by their work from time to time as it accumulates and shall leave the site clean on completion of the work.
- XII. Warranty period shall be twelve months after commissioning of the project during which time the contractor bears the full responsibility of the execution of maintenance of the works and any repair or corrections which might become necessary due to the failure and incorrect performance of the contractor
- XIII. No variation, alteration or addition to the scope of work shall be made unless the written instruction of DTCB has been obtained. DTCB may increase the scope of the work and the contractor shall carryout the work at the agreed rate.
- XIV. Tenderer shall provide a detailed tender program, clearly indicating the critical path, which shall be revised after award to become a baseline program
- XV. All Engineering professionals to be registered with Engineers Registration Botswana (ERB)
- XVI. Tender to provide a method statement for the deliverables and demonstrate an understanding and coverage of the scope
- XVII. All works to be subjected to the Gaborone City Council standard inspections and tenderers to allow for these inspections and compliance.

17. Medical Emergency and Care

In the event of an injury to the contractor's employees or subcontractors while performing work at DTC Botswana, DTC Botswana shall within a reasonable time evacuate the injured person to the nearest private hospital for temporary medical care. The contractor shall make its own arrangements should extended medical care be required. The cost for emergency evacuation and temporary medical care shall be borne by the contractor.

18. Tender Price

- I. Tenderers are required to submit a detailed price breakdown in accordance with the bill of quantities. The total price should match the one in the form of tender.
- II. The contract price shall be fixed for the entire duration of the contract and the tenderer should allow within the scope of this tender for any variation subject to inflationary adjustments, which may affect the cost of the work during the contract period.
- III. Price charged by the contractor to undertake the scope of work shall not vary from the price quoted in the tender document.
- IV. Payment shall be made within 30 days from the date of receipt of an invoice. Payment shall be made through electronic funds transfer into the supplier's account.
 - I. All prices should be stated in the currency of the country where the bidder is domiciled e.g Pula (BWP) for all Botswana based companies.

19. Withholding tax

DTC Botswana shall withhold tax on services provided in Botswana by non-resident companies. Withheld tax shall be in accordance with the prescribed rates in the statutory and double taxation agreement.

20. Warranty

The contractor shall warrant that all goods supplied shall have no defects arising from design, materials or workmanship.

21. Form of Tender

Tenderers are required to complete and submit form of tender contained in **Annexure L**.

22. Medical Examinations

Successful contractor will be required to submit valid (less than 1 year) medical examination certificates for all its key personnel and sub-contractors who would be

deployed to undertake the project. The cost of medical examinations should therefore be included in the financial proposal.

23. Work Permits

Contractors are required to arrange work permits for their non-citizen personnel, at the contractor's costs, for the duration of the project.

24. Security Vetting

Bidders who have satisfied all the tender evaluation stages shall be subjected to the DTC Botswana internal security vetting process before award decision is made. Bidders are required to **complete the security vetting form in Annexure D, attach copies of Directors' IDs, copy of CIPA certificate of incorporation including extract and submit it as a separate attachment upon submission of proposal.**

25. Returnable Documents required for tender evaluation purposes

Bidders are required to complete and submit the following documents with the tender documents:

- 25.1** Annexure H: Tenderer's Information
- 25.2** Annexure I: Qualifications and Experience of Key Personnel
- 25.3** Annexure J: Customer references
- 25.4** Annexure K: Sub Contractor Information

Excel softcopies of **Annexures H to K** is attached.

26. Tender Evaluation

Tender evaluation criteria are contained in **Annexure B**.

27. Confidentiality

All documentation and any other information produced will be the intellectual property of DTCCB exclusively and should be treated as confidential. No information obtained by the Service Provider as a result of the consultancy shall be given or applied to a third party without written consent from DTCCB.

ANNEXURE A- SCOPE OF WORKS

The scope of work entails the construction of a rehabilitation centre with associated external works for people with disabilities at plot 37233, block 8, Gaborone as per the attached detailed Bills of Quantities and drawings. The scope includes connection to BPC, BTC, and Water Utilities mains supply.

DETAILED DESIGN

Design and Bills of Quantities attached

ANNEXURE B- TENDER EVALUATION CRITERIA

The tender shall be evaluated in five (5) stages:

Stage 1: Compliance

Stage 2: Safety Health and Environment

Stage 3: Technical Evaluation

Stage 4: Financial Evaluation

Stage 5: Security Vetting

STAGE 1: COMPLIANCE

Proposals should satisfy the following compliance requirements to be considered for further evaluation:

- a) Submission of a Copy of a Certificate of Incorporation (CIPA Certificate of Incorporation for Botswana registered companies)
- b) Submission of a Copy of Company Directors' Details (CIPA extract for Botswana registered companies)
- c) Submission of a Copy of a Valid Tax Clearance Certificate
- d) Submission of a Copy of Share Certificate(s)

STAGE 2: SAFETY HEALTH AND ENVIRONMENT ASSESSMENT CRITERIA

Proposals should satisfy the following SHE requirements to be considered for further evaluation:

- a) Submission of a SHE Policy
- b) Submission of a risk management Plan inclusive of a baseline risk assessment specific to the scope of work.
- c) Submission of SHE appointees' credentials including abridged curriculum vitae containing academic qualifications and relevant experience. Copy of certified academic certificate(s) should be submitted.

STAGE 3: TECHNICAL EVALUATION

Proposals should satisfy the following technical requirements to be considered for further evaluation:

- a) Experience of the company(bidder) in delivery of similar projects(construction)
- b) Academic qualifications of all proposed key personnel (those who would be deployed to the project). Copies of certified academic certificates should be submitted. Certified Engineers Registration Board Certificates or equivalent should be submitted. Key personnel may not be substituted unless under extenuating circumstances
- c) Experience of proposed key personnel (in (b) above)
- d) 3 Written References where the company has delivered similar projects
- e) Methodology for delivery of the project
- f) Project Plan (Project schedule)

STAGE 4: FINANCIAL EVALUATION

Technically compliant bids shall be subject to financial evaluation. In the financial evaluation of the tender, the following will be considered:

- I. Arithmetic Check:
 - The tender will be checked for arithmetic errors. Tenderers will be notified in writing for any errors.
 - Where there is discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - Where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price quoted will be the price taken into account.
 - Amounts corrected as above will be binding on the tenderer. If the tenderer does not accept them, their tender will be rejected
 - Amount should include VAT if the tenderer is VAT registered
- II. Reasonableness of the quoted price

STAGE 5: SECURITY VETTING

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Bidders who have satisfied all the four (4) tender evaluation stages shall be subjected to security vetting before award decision is made.

The tender shall be awarded to the most compliant bidder based on the outcome of the five evaluation stages.

ANNEXURE C: SAFETY HEALTH AND ENVIRONMENT OBLIGATIONS

Every member of the Contractor's Team shall, whilst at DTCCB adhere to the following DTC Botswana SHE requirements:

1. SHE induction

Members shall attend SHE induction prior to commencing work provided by the DTC Botswana SHE section. The induction will be in 2 parts, namely:

- ❖ General induction
- ❖ Site specific induction done in conjunction with the area line manager

2. Hazard identification and Risk Assessment (HIRA)

- ❖ Individuals and groups shall conduct risk assessments in their areas of work and manage the identified risks.

3. SHE Training

- ❖ Where required, individuals shall attend identified SHE training as per the training matrix and schedule.

4. Personal Protective Clothing (PPE)

- ❖ Where required, every member shall wear protective clothing and keep same in the condition as stipulated in the PPE policy

5. OHSAS Requirements

- ❖ All members shall comply with the DTC Botswana requirements regarding ISO 14001:2015 and ISO 45001:2018. These may include being asked to partake in the audits/inspections, incident investigations and being available for interviewing during inspections, audits or investigations
- ❖ SHE procedures as amended and or reviewed from time to time shall be complied with

6. Incident Reporting and Investigation

- ❖ All members of the Contractor shall familiarise themselves with and report incidents and accidents as and when they happen to them or in their area(s) of work as described in the incident reporting and investigation procedure

7. DTC Botswana SHE Policy

- ❖ The DTC Botswana SHE policy shall be the overriding SHE Policy on site

ANNEXURE D - SECURITY VETTING FORM

Please complete the form below, attach copies of CIPA certificate of incorporation, company extract, copies of Directors' IDs and submit as a separate attachment before the tender closing date


DTC Botswana
SUPPLIER/VENDOR VETTING FORM

1	Name of Supplier/Vendor/Contractor	
2	Business registration number or identity number of sole proprietor/partnerships	
3	Vat number	
4	Trade Name/s of business	
5	Nature of business i.e. Core Industry of business	
6	Type of business e.g. Sole Proprietor / Pty Ltd / CC / Partnership / Limited / Parastatal / Other (specify)	
7	Full name and surname of authorized signatory	
8	Designation of authorized signatory	
9	Domicilium address (i.e. this is your address at which you will accept service of legal notices/ documents)	
10	Physical address and Postal address	
11	Tele/cellphones and Fax numbers	
12	Email addresses of directors and signatories	
13	Holding company name and registration number	
14	Affiliations (Company name(s) and registration)	

I authorize and give consent to DTCB in obtaining information regarding me and my company

Name..... Surname

Date: Signature

ANNEXURE E: BUSINESS INTEGRITY PRINCIPLES

The Contractor and, where applicable, each member of the Contractor's team shall adhere to the following requirements, during the time this agreement is in place:

1. Comply with all applicable laws dealing with corruption.
2. Ensure that no offer, promise or gift of money or anything of value, is made to any employee of DTCB or anyone else, to influence action or inaction or to obtain an improper advantage from DTB, or for DTCB or a third party.
3. In the event that the Contractor or any member of its team becomes aware of any act or omission, that is or seems to be fraudulent, corrupt or improper, involving DTCB in any way, a report should be made to DTCB by the next working day.
4. Have an anti-corruption, ethics or business integrity policy.
5. Conduct business in an ethical manner.

ANNEXURE F: SECURITY OBLIGATIONS

The Contractor and each member of the team shall adhere to the following security requirements, whilst at DTCB:

1. Security Induction

The members of the team must all undergo a detailed security induction carried out by DTCB.

2. Precious and Semi-Precious Stones Act Cap 66:03

Comply with the Act, which regulates the rough diamond business in Botswana; in terms of which Debswana and DTCB premises have been declared Precious Stones Security Area.

3. DTCB Diamond Risk Management Policies as listed below

3.1 Access Control

The policy details the requirements for entry and exit of employees, visitors and contractors within the security area.

3.2 Goods Movement

The policy details the requirements for entry and exit of all goods and assets carried by employees, visitors and contractors within the security area.

3.3 Product Protection

The policy details the requirements for control of some specific activities within DTCB carried out by employees, visitors and Agreementors within the security area.

4. DTCB Diamond Risk Management Procedures as listed below

4.1 Access Control

4.2 Goods Movement

4.3 Product Protection

4.4 Diamond Audit

5. DTCB-adopted International Standards & Principles that promote upholding and respect of Human Rights as listed below

5.1 ISO 18788:2015 (Management system for private security operations)

5.2 Voluntary Principles on Security and Human Rights (VPSHR)

**ANNEXURE G: GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION
AND PARTICULAR CONDITIONS**

ENQUIRY/CONTRACT

FOR CONSTRUCTION
("FIDIC RED BOOK")

PROJECT : [.....]

TITLE : [.....]

ENQUIRY/
CONTRACT NUMBER: [.....]

EMPLOYER : [.....]

CONTRACTOR: [.....]

VERSION 0.9

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SECTION 1

SECTION 1: CONTRACT AGREEMENT

This Agreement made the _____ day of _____ 20_____

Between Diamond Trading Company Botswana (Proprietary) Limited of Plot 63016, Airport Road, Block 8, Gaborone, Botswana (hereinafter called "the Employer") on the one part,
 and

 of

 (hereinafter called "the Contractor") on the other part.

Whereas the Employer desires that the Works known as

 should be
 executed by the Contractor, and has accepted a Tender by the Contractor for the
 execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a. The Letter of Acceptance dated
 - b. The Letter of Tender dated
 - c. The Addenda Nos.....

- d. The Conditions of Contract
- e. The Specification
- f. The Drawings
- g. The Schedules and
- h. The JV Undertaking. *

*[if the Contractor constitutes an unincorporated JV, otherwise delete]

- 3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor, in consideration of execution and completion of Works and remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by: _____ for and on behalf of the Employer in the presence of Contractor in the presence of Witness: _____ Name: _____ Address: _____ Date: _____	SIGNED by: _____ for and on behalf of the _____ Witness: _____ Name: _____ Address: _____ Date: _____
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SECTION 2
 SECTION 2: CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Construction” Second Edition 2017 published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), the Contract Data (Particular Conditions – Part A) and the following “Special Provisions” (Particular Conditions – Part B), which includes amendments and additions to such General Conditions.

PART II - PARTICULAR CONDITIONS

1.1 Particular Conditions Part A – Contract Data

The Particular Conditions Part A - Contract Data is placed following the Letter of Tender elsewhere in this document.

1.2 Particular Conditions Part B – Special Provisions

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The provisions to be found in the Special Provisions (Particular Conditions – Part B) take precedence over the equivalent provisions under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions – Part A) take precedence over the Special Provisions (Particular Conditions – Part B):

Contract Agreement 1.6 Delete “The costs of stamp duties and similar charges imposed by law in connection with entry into the Agreement shall be borne by the Employer ” and replace with "Each Party shall bear costs of stamp duties and similar charges imposed under its applicable laws in connection with entry into the Contract Agreement.”

Assignment 1.7 Delete “without the prior agreement of the other Party” in sub-sub-clause (b) and insert “with the prior agreement of the other Party”

Confidentiality 1.12 Add the following paragraph: “The Contractor will sign a confidentiality agreement set by the Employer, which agreement will take precedence over this Sub-Clause in the event of an ambiguity”.

Right of Access to the Site 2.1 Add the following paragraph at the end of the Sub-Clause:

“The Contractor has taken due cognisance of the particular security arrangements of the Employer which is in the diamond trade and will plan the Works to perform as much as possible preparatory activities outside the high security areas to limit time, presence and movement in and out of such areas. The Contractor will notify the Engineer prior to arriving on Site of such plans to enable timeous arrangements for ancillary work areas.”

Assistance 2.2 In the first line, replace the words “shall promptly” with the word “will”.

Employer’s Personnel and Other Contractors 2.3 In the last paragraph, add the words “and a fair hearing” between “who is found, based on reasonable evidence” and “to have engaged”.

Employer’s Financial Arrangements 2.4 Delete this Sub-clause in its entirety.

The Engineer 3.1 Delete the phrase “If the Engineer is a legal entity” at the beginning of the third paragraph and insert the following: “If the Engineer is a legal entity, whether a third party appointment or whether the same entity as the Employer”

Replace sub-paragraph (a) under the fourth paragraph with the following:

“(a) a professionally recognised engineer, architect, quantity surveyor or project manager or any other competent person if appointed from the Employer’s permanent staff, having suitable qualifications, experience and competence to act as the Engineer under this Contract; and”

In the last paragraph, insert the words “or if appointed from the Employer’s permanent staff, received by the Contractor.”

Replacement of the Engineer 3.6 Change “42 days” to “30 days”

Contractor’s Representative 4.3 Replace the phrase “in the main engineering discipline applicable” in the second paragraph with “in the main engineering or architectural discipline applicable”

Insert the phrase “for longer than a day” between “absent from the Site” and “during the execution of the Works” in the sixth paragraph

Health and Safety Obligations 4.8 Insert the following under “The health and safety manual shall set out all the health and safety requirements:”:

“(iv) in compliance with the Employer’s health and safety procedures”

- Quality Management and Compliance Verifications Systems 4.9 Insert the following under “The QM System shall be in accordance with the details stated in the Specification (if any) and shall include the Contractor’s procedures:” :
- “(d) in compliance with the Employer’s quality management procedures”
- Security of the Site 4.21 Add the following paragraph: “The Contractor will work closely with the Employer’s personnel and co-ordinate with the systems, procedures and requirements of the Employer, with due regard to different security zones and access arrangements that of the Employer’s facilities in general, noting that the Site may be a portion within a security area”.
- Contractor’s Operations on Site 4.22 Add the following phrase to the end of the first paragraph: “... or surrounding areas”.
- Nominated Subcontractors 5.2 Delete the sub-clause in its entirety.
- Rates of Wages and Conditions of Labour 6.2 Add the following paragraph: “The Contractor will adhere to project specific labour agreements and participate in a joint contractors forum for the project of which this contract is part as instructed by the Engineer”.
- Key Personnel 6.12 Add the following phrase to the end of the fifth paragraph: “... which will not be unreasonably withheld or denied”.
- Programme 8.3 Delete “... and shall include:” and the sub-paragraphs (a) to (k) and insert “to a format, detail and reporting and adjustment rhythm commensurate with the scope, duration and complexity of the Works to the satisfaction of the Engineer” after “... in the Contract Data” at the end of the second paragraph.
- Extension of Time for Completion 8.5 Delete the paragraph “The Contractor shall be entitled subject to Sub-Clause 20.2 the net effect of all such consideration shall not result in a net reduction in the Time for Completion” and replace with the following: “The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to EOT if the total amount of the measured works in the Bill of Quantities increase by more than 15% (fifteen percent) and such increase is due to quantities increasing to the extent of causing a delay to completion for the purposes of Sub-Clause 10.1 [Taking Over the Works and Sections]. The agreement or determination of any such Claim, under Sub-Clause 20.2.5 [Agreement or determination of the Claim], may include a review by the Engineer of measure quantities of all items of work to consider the net effect of quantity variances with favourable and unfavourable effect on the critical path of the Programme. However, the net effect of all such consideration shall not result in a net reduction in the Time for Completion.
- Payment for Plant and Materials after Employer’s Suspension 8.11 Alter the wording at the end of sub-paragraph (b) to the following: “... property in accordance with the Engineer’s instructions; and”

Add the following sub-paragraph:

“(c) the Contractor provides a statement to the satisfaction of the Engineer with a reasonable explanation why such Plant and/or Materials could not be delivered to site”

Method of Measurement 12.2 Insert the word “snaking,” between “bulking” and “shrinkage”.

Add the following sentence to the end of the second paragraph: “Measurements will be taken in a straight line unless otherwise specified.”

Valuation of the Works 12.3 Delete sub-paragraphs (b) (i), (ii) and (iii).

Right to Vary 13.1 Add the following paragraph after the last paragraph:

“The Engineer may issue revised drawings and the Contractor bound to perform the Works accordingly but it is not a Variation unless so notified by the Contractor and accepted

by the Engineer that the variation caused by the revisions on the drawings is a Variation by Instruction in terms of Sub-clause 13.3.1.”

Valuation after Termination for Employer’s Convenience 15.6 (b) Delete this clause and replace it with the following, “the costs for removal of the Contractor’s Equipment and Temporary Works from the Site as well as cost of repatriation for employees hired solely for the Works. The Contractor shall not be entitled to claim any amount for loss of profit, other losses nor damages it may claim to have suffered as a result of termination under clause 15.5”

Suspension by Contractor 16.1 (b) Delete this provision

Termination by Contractor 16.2.1

Delete sub-paragraph (a)

Add at the end of this sub-paragraph (h), “provided such prolonged suspension is not due to the existence of Exceptional Event”

Indemnities by the Employer 17.5 Delete “sub-paragraphs (a) to (f)” under sub-paragraph (b) and replace it with “sub-paragraphs (a) to (d) and (f).” Add the following provision at the end of sub-paragraph (b), i.e “The Employer shall not under any event be liable to indemnify the Contractor against any damage to or loss of any property, real or personal emanating as a result of the circumstances referred to under sub-paragraph (e) of sub-clause 17.2 [Liability for Care of the Works]. ”

Exceptional Events 18.1 Delete “or” at the end of sub-paragraph (e).

Replace the fullstop with a semi-colon and add “or” at the end of sub-paragraph (f).

Add the following sub-paragraph after sub-paragraph (f):

“(g) life-threatening disease outbreak or pandemic that affects the population in general and makes productive work impossible.”

Consequences of Exceptional Events 18.4 Delete sub-paragraph (b)

Optional Termination 18.5 Add at the end of sub-paragraph (c), which the Employer is liable to pay for under the Contract;

Delete sub-paragraphs (d) and (e)

Insurance to be provided by the Contractor 19.2 [... DTCB specific requirements may affect this clause ...]

[... size, complexity and duration may affect the requirements ...]

Payment Guarantee in lieu of Retention 14.16 Add the following Sub-Clause:

If a Retention Money Guarantee in lieu of retention to be withheld is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by a Bank or financial institution in a form approved by the Employer and shall be accepted in lieu of retention money. Such Retention Money Guarantee shall be released to the Contractor upon the issue of the Taking Over Certificate, whereupon the Contractor shall provide a new Retention Money Guarantee, equivalent to one half of the value of the first issued Guarantee, which Guarantee shall remain effective until the expiration of the Defects Liability Period.

Withholding Tax 14.17 This clause provides information on withholding tax with regard to contract works in Botswana, but subject to the provisions of the relevant Botswana legislation and the Income Tax Act of Botswana (as amended) in particular and regulations, rulings and other forms of stipulations resulting from the act, which all take precedence over this contract clause. The introduction of this clause does not

Classification: Internal

derogate in any way from the Contractor's obligations to adhere to and provide for all requirements of taxes and duties.

The Employer shall deduct tax from payments as stipulated in the Income Tax Act of Botswana, as amended, and the Double Taxation Agreements in place between the Republic of Botswana and various other countries, as amended. The rates may vary in accordance with amendments to the Income Tax Act of Botswana and / or the Double Taxation Agreements in place between the Republic of Botswana and various other countries and such variation of rate shall be applied by the Employer and shall require no prior notice to the contractor.

It is the responsibility of the Contractor to provide proof to the Employer that the Contractor operates a Permanent Establishment in the Republic of Botswana and the Employer shall, in its sole discretion, or written direction of the Commissioner of Taxes, decide whether a de facto Permanent Establishment is operated by the Contractor in the Republic of Botswana.

It is the responsibility of the Contractor to provide proof to the Employer that the Contractor is a resident of the Republic of Botswana and the Employer shall, in its sole discretion, decide whether the Contractor is a de facto resident of the Republic of Botswana.

In all instances where Tax is deducted by the Employer, the Employer will provide a certificate detailing the contract number, the Contractor and the amount of tax deducted in the prescribed form.

The Double Taxation Agreements in effect between the Republic of Botswana and various other countries provide in varying degrees and to various extents for the recovery of tax imposed in the Republic of Botswana from the tax authorities in those countries. It is the sole responsibility of the Contractor at all times to:

- a. Determine whether a Double Taxation Agreement exists between the Republic of Botswana and the country in which the Contractor is registered and / or resident and keep abreast of the terms of such Double Taxation Agreement and any amendments thereto; and
- b. Determine the manner in which income derived by the Contractor from the Republic of Botswana is taxed in the country in which the Contractor is registered and / or resident and keep abreast of any changes in such manner of taxation; and
- c. Determine the manner in which income derived by the Contractor from the Republic of Botswana is taxed in the Republic of Botswana and keep abreast of any changes in such manner of taxation.

The Contractor shall be responsible to provide the Employer with a directive from the Commissioner of Taxes as support for any deviation in the withholding tax rates set out above requested by the Contractor.

Customs and Duties 14.18 The Contractor warrants that he is acquainted with the Customs and Excise Duty Act of Botswana as well as the Southern African Customs Union (SACU) agreement, and the tariffs related to the content of this contract, and has sufficiently and completely allowed for such costs in his prices, as required at the date of tender.

Insurance to be provided by the Contractor 19.2 Insert the following paragraph before the first paragraph:

The Contractor shall be solely responsible for and shall effect insurance on all Contractor's Equipment owned, hired or operated by him to the full value thereof in the joint names of the Employer and the Contractor. Such insurance shall be effected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld).

Claims 20.1 Add the following paragraph at the end of the Sub-Clause:
In the case of claims for standing time, any events giving rise to a possible claim shall immediately be reported verbally to the Engineer by the Contractor and within 24 (twenty-four) hours confirmed in writing.

SECTION 3
SECTION 3: EMPLOYER’S REQUIREMENTS

2 GENERAL DESCRIPTION OF THE WORKS

The Works broadly consists of

The scope of this contract [state battery limits, special inclusions and particular exclusions]

3 LOCATIONS

- a. The site is at plot 37233, Block 8, Gaborone
- b.

4 WEATHER DATA

- a. Prevailing wind direction: North East
- b. Average temperatures : Varies from -5° to 45°
- c. Average rainfall : Less than 125mm per annum
- d. Height above sea level : 950m

5 ACCOMMODATION AND SUBSISTENCE

- a. The Contractor will make his own arrangements for accommodation and subsistence of personnel working on the contract Works.
- b.

6 WORKING HOURS AND PERSONNEL ROTATION

- a. The typical working hours on site are envisaged to be from in the morning untilpm in the afternoon;
- b. with a lunch break from until
- c. The total working day length is hours (including lunch break).

7 SECURITY REQUIREMENTS AND HUMAN RIGHTS

7.1 Secrecy

The Contractor shall not, without the prior written consent of the Employer and/or its agents, use, publish or disclose to any person, nor cause nor permit any of its employees, subcontractors employees or agents to use, publish or disclose any restricted information otherwise than for the performance of the contract. The Contractor shall ensure that its sub-contractors, servants or agents comply with the provisions of this clause.

The Employer and its agents and employees will not, without the prior written consent of the Contractor, publish any confidential information received from the Contractor,

Classification: Internal

provided that the Contractor informed the Employer and its agents and employees in writing that the supplied information is confidential.

The Contractor shall not, without the prior written approval of the Contract Manager.

- a. Take or permit to be taken any photograph of the site or of the services or any portion thereof.
- b. Publish, cause or permit to publish any article, story, or other material having any reference whatsoever to the services.
- c. Display any advertisements in connection with the services on the site or elsewhere.

The Non-Disclosure Undertaking in Section 5 of the contract shall be signed as part of the contract.

The Contractor shall immediately return all restricted information, copies thereof and written material based on the restricted information, to the Employer at the request by the Employer.

The rights and obligations contained in these security requirements shall survive the completion, termination and/or cancellation of the contract, and shall remain binding on the Contractor and the Employer in perpetuity. Failure to comply with these will result in the appropriate legal action by either party.

7.2 Security Clearance of Contractor's Personnel

Only security cleared and approved Contractor's employees will be permitted to enter the Employer's security area. The Contractor shall therefore, make application in prescribed form for security clearance for its employees that shall provide services on site, to the Employer's Security Services Department not less than 14 calendar days, prior to the entering the Employer's premises. The security and other safety regulations in force at the Employer shall be strictly adhered to by the Contractor's employees entering and leaving the Employer's security area.

Any person entering the security area shall pass through the prescribed Employer's security entrances.

In terms of legislation, all persons and such persons belongings may be subject to search by the Employer's Security Services Department. Motor vehicles are also subject to search.

Any person leaving the security area shall submit himself and his personal effects to an examination by the security officer on duty. When selected, nobody shall be permitted to pass anything to anyone else in the proximity. Such a search may include the dismantling or taking apart of an article. Any search of a person will be carried out with regard to decency.

Any person who contravenes or fails to comply with any of the security provisions of the Employer, who refuses to be searched, or obstructs any security officer conducting a search shall be guilty of an offence and liable on conviction to fine or imprisonment.

Unless visitors, representatives and, Contractor's employees and associates accept the provisions herein contained freely and voluntarily, they shall be prohibited from entering the security area of the Employer and from introducing Contractor's equipment to the security area. The Contractor shall not be entitled to any claims for standing time or extension of time in the event of such prohibition.

Any person deemed to pose a risk to the security of the Employer may be removed from the Employer's premises by a security official and be refused re-entry. The removal and replacement costs of such person shall be for the Contractor's account.

All cleared persons accepting the security provisions of the Employer will be issued with a DTCB permit, as relevant, prior to entry into the Employer's security area(s), and shall produce such whenever required to do so by a member of the Security Services Department on the Employer's premises.

Contractor's equipment used inside the security area shall be made available for examination by the Employer's security officers prior to leaving the security area.

7.3 Revocation of Security Clearance

DTCB's Manager Security may at any time and at his sole discretion revoke the security clearance of any of the Contractor's employees without providing a reason thereof and the Contractor shall forthwith remove that person from site. The Contractor shall within a period not exceeding 14 (fourteen) calendar days replace such employee and the cost for the removal and replacement of such employee shall be for the account of and payable by the Contractor, as the case may be.

7.4 Restriction Regarding Movement on Site

Whilst on the Employer's premises the Contractor's employees shall, unless it is necessary for the provision of the services, be restricted to site and shall not enter any other part of the Employer's premises without the permission of Manager Security.

7.5 Control of Contractor's Equipment Brought to Site

Prior to the Contractor being permitted to take the Contractor's equipment to site, it will be examined by the Contract Manager to ensure that it is suitable for the services to be carried out and that it is in good working order.

Contractor's equipment found to be defective and inadequate for the services will be rejected by the Contract Manager and shall be replaced by the Contractor at the Contractor's cost. The Employer, in the event of such rejection and replacement will entertain no extension of time claims, or any claims of whatsoever nature as a result of the said rejection.

7.6 Control of Contractor's Equipment Leaving Site

Contractor's equipment brought to site with the intention of removing the same on completion of the call-off order will be subject to examination by the Employer's Security Services Department. Where such Contractor's equipment cannot be examined to the satisfaction of the Employer's Security Services Department it shall be

left on the Employer's premises until such examination has been satisfactorily effected and completed.

7.7 Protection and Security

The Contractor undertakes and agrees to instruct the Contractor's employees to disclose to the Employer any information which comes to their attention and which could affect the protection and security of the Employer's assets. The Contractor further undertakes and agrees to take appropriate disciplinary action where the Contractor's employees fail to adhere to such instructions.

7.8 Anti-Money Laundering and Combating the Financing of Terrorism

The Employer is committed to compliance with all relevant legislation in the jurisdiction in which it operates, including legislation and guidelines related to the prevention of money laundering and the combating of the financing of terrorism. Accordingly, the Employer will cooperate with all the relevant authorities and bodies, and expects the Contractor to do the same.

It is an Employer policy to rely on the diligence and compliance of financial institutions together with the relevant financial intelligence legislation as regards the traceability of funds and the Employer expects the Contractor to apply the same caution. The Employer reserves the right in this regard to do whatever is necessary to perform due diligence, including verification of banking details, sources of funds, etc.

Should the Contractor have cause to suspect that the Employer might be or have been exposed to funds for which the source is doubtful, the circumstances must immediately be advised to the Procurement Manager, Supply Chain. The Employer further reserves the right to investigate and/or report any doubtful/suspicious transactions to whichever authorities that may need to be so advised.

7.9 International Human Rights, Principles and Codes of Conduct

All workers or individuals that are hired by the Employer to perform any work shall be evaluated for any credible prior involvement in human rights abuses and that involvement in human rights abuses will be reason for contract termination in terms of the provisions of this Agreement.

The Contractor warrants that it subscribes to the following International Declarations, Principles and Codes of Conduct:

- a. The United Nations Global Compact (The Principles of the Global Conduct);
- b. The Universal Declaration of Human Rights;
- c. The Voluntary Principles on Security and Human Rights;
- d. The United Nations Code of Conduct for Law Enforcement Officials;
- e. The United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials

The Contractor further warrants that:

- a. All operations conducted by the Contractor on behalf of the Employer will be conducted within the confines of the laws and regulations of the country where the services are supplied;

- b. The manpower to be used by the Contractor have not been found guilty in a court of law of being credibly implicated in any human rights abuses and it is acknowledged that any involvement in human rights abuses will be reason for contract termination;
- c. No employee working for the Contractor will undertake any activity to prevent loss to the Employer that infringes the human rights set forth in the Universal Declaration of Human Rights and International Humanitarian Law;
- d. All staff involved in operations conducted by the Contractor on behalf of any of the Authorised Users will be trained on how to prevent human rights abuses and how to protect human rights in their area of work as a condition of contract; and
- e. The Contractor policies, standard operating procedures and practice regulating the daily operations of personnel contracted to any of the Authorised Users are based on the above-mentioned principles and codes of conduct.

8 REQUIREMENTS OF THIS CONTRACT

a. The Contractor will construct the Works, which comprise of the following:

- i.
- ii.
- iii.
- iv.
- v.

b. The Contractor will develop and agree with the Engineer the following before commencing works, supplies and services:

- i Risk assessments
- ii Safe operating procedures

c. Free-issue items:

The following equipment or materials will be free-issued to the Contractor for the sole purpose of constructing the Works:

- i
- ii

d. Services

- i Electrical power – consumption is free of charge (connections and reticulation to the works by the Contractor).
- ii Water – consumption is free of charge (connections and reticulation to the works by the Contractor).
- iii Compressed air will be provided by the Contractor.
- iv

e. Daily Diaries and any other logs must be signed off daily, standing time notified without delay in accordance with the agreed site procedures, and site procedures for information requests and variations followed.

f. Duration: the Works are required to commence on and need to be completed by

g. The Contractor will be attentive to and work closely with the Employer to ensure compliance and co-ordinated efforts to deal with COVID-19.

ANNEXURES TO EMPLOYER’S REQUIREMENTS

The following annexures are part of the Employer’s Requirements:

Issued as separate documents:

ANNEXURE	TITLE	DOCUMENT NUMBER	EFFECTIVE DATE	VERSION
A	SHE Site Rules (De Beers)	TS-PR-SSD-01	Feb-20 4	
B	Isolation of Energies Standard (Anglo American)		AA-TS-106-001	Jan-20 1
C	Safeguarding Standard (Anglo American)		AA-TS-109-001	May-19 1
D	Confined Space Standard (Anglo American)		AA-TS-110-001	Dec-19 1
E	Light Vehicles, MPVs and Buses Standard (Anglo American)		AA-TS-101-001	Aug-16 4
F	Hazardous Materials Management Standard (Anglo American)			AA-TS-502-001 Dec-16 1
G	Working at Heights Guideline Reference (Anglo American)		AA-TS-104-002	Aug-16 3
H				
I				
J				

REFERENCE DOCUMENTS

-
-

ANNEXURE A:

SECTION 4

SECTION 4: FINANCIAL SCHEDULES

PREAMBLES TO THE BILL OF QUANTITIES

1 GENERAL

- 1.1 The Bill of Quantities set out the work in accordance with the rules described herein.
- 1.2 Unless otherwise stated, the description of each item shall be deemed to include engineering, design, approval of design, manufacturing, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting, waste, patterns, models and templates, plant, temporary works, return of packings, establishment charges, providing data packs, profit and other obligations arising out of the conditions of contract.
- 1.3 Unless otherwise stated all work shall be measured net as fixed in position. All wants shall be deducted and no allowance shall be made for waste, nor passings and laps except where otherwise stated.
- 1.4 Quantities shall be rounded off to the nearest whole unit, unless the value of fractional quantities is of relative significance, in which circumstances one or two decimals may be added. Remeasurement of quantities will be done to the same number of decimals as used in the tender bills.

- 1.5 Quantities have been measured provisionally in the Bill of Quantities for tender and in accordance with the SANS 1200 method of measurement.
- 1.6 Quantities will be remeasured primarily from surveyor's records, from construction drawings where appropriate, and from other technical information approved or issued by the Engineer and site measurements where measurement from drawings is not possible.
- 1.7 Variations resulting from an Engineer's instruction shall be measured and valued as follows:
 - a. items of additional work of similar character and executed under similar conditions shall be priced at the rates in the Bill of Quantities.
 - b. items of additional work not of a similar character or not executed under similar conditions shall be priced at comparable rates and adjusted to suit the changed circumstances.
 - c. where rates are not applicable and cannot be adjusted in terms of 7.2 above to value a variation for additional work, the items of work shall be priced at new rates which take into account the labour, material and plant necessary for executing the work as well as an allowance for contractor's overheads and profit which overheads and profit shall relate to those included in the contract sum for items of a similar character.
 - d. in exceptional cases and following agreement with the Engineer prior to the execution of the works, additional works may be valued on dayworks, but then only if dayworks sheets are duly submitted, agreed and signed on a daily basis.
- 1.8 Rates are to include for supply and installation, unless otherwise noted.
- 1.9 Rates shall be tendered for proprietary equipment as stated. No alternatives shall be allowed without prior agreement and the written consent of the Engineer. The phrase "or other approved" shall not relieve the Contractor from the responsibility to obtain such agreement and consent.
- 1.10 The General Conditions of Contract, the Particular Conditions of Contract, the Employer's Requirements, Drawings and other technical information are to be read in conjunction with the Bills of Quantities.
- 1.11 The quantities contained in the Bill are not to be used for ordering purposes. No claims whatsoever arising due to these Bills being used for ordering will be entertained.
- 1.12 Rates inserted in the Bill of Quantities shall allow for all abnormal working hours and working shifts as may be necessary to execute the works.
- 1.13 Rates are to include for design, supply, erection and installation unless otherwise noted. Separate rates for supply and installation shall be given where provision had been made in the bills:
 - S supply portion including for design, procurement, transport, storing, wastage, and everything necessary to supply the item up to the point prior to erection.
 - E erection and installation portion including for installing the item in position and any testing, commissioning or other obligations associated with rounding off the installation of the item.
- 1.14 A Price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.
- 1.15 The Contractor will check item extensions and total additions. The rates stated in these Bills of Quantities shall predominate, and if there are any errors in the extensions, any such errors shall be adjusted accordingly and be reflected in an adjusted Tender Value subject to the understanding that if there is any obvious mistake in the rate of any item, in the opinion of the Engineer, the Contractor will be

called upon by the Engineer to adjust the said rate(s) and the Tender Value accordingly.

1.16 The Tenderer must price each item. The cost for items which are not priced will be deemed to be included in other items unless clearly marked "No Quote".

1.17 The following units of measurement and abbreviations shall be used.

UNIT	ABBRE-VIATION	UNIT	ABBRE-VIATION	UNIT	ABBRE-VIATION
Millimetre	mm	Cubic Metre	m ³	Number	No
Metre	m	Kilogram	kg	Hour	Hour
Square Millimetre	mm ²	Deci cubic metre	dm ³	Day	Day
Square Metre	m ²	tonne	t	Week	Week
Hectare	ha	Sum	Sum	Month	Month
Litre	Item	Item			

2 PRELIMINARIES AND GENERAL

2.1 The Tenderer is to allow in this section for all costs that cannot be suitably included in the unit rates for measured works elsewhere in the Bills of Quantities.

2.2 Tenderers will submit a detailed breakdown of the lump sum prices for items in this bill upon a request from the Engineer.

2.3 Payment will be made as and when an obligation for a particular item has been fulfilled. Generally payment will be calculated as follows:

- a. Fixed Charge: Payment against each item as and when obligations are fulfilled.
- b. Time-related: Payment against each item as and when obligations are fulfilled and proportioning the value to the contract period elapsed to the total contract duration.
- c. Value-related: Payment against each item as and when obligations are fulfilled and proportioning the value to the value of measured works completed to the contract sum excluding Preliminaries and General, Provisional Sums, Prime Cost amounts and dayworks.

2.4 Descriptions are brief: it is the Contractor's responsibility to decide on and assure that sufficient infrastructure, management, and resources are employed to fulfil all contractual obligations. The Contractor will supply breakdowns and details for pricing of Preliminary and General items upon request to the satisfaction of the Engineer.

2.5 The value for Preliminary and General will fully take into account the nature of the works and the circumstances and requirements in which it is to be executed, including security arrangements commensurate with the diamond industry and proximity of diamonds.

BILL OF QUANTITIES

[insert bill of quantities or other price schedule here; if not “bill of quantities”, alter the heading accordingly]

LABOUR DAYWORKS AND STANDING TIME SCHEDULE

1 DAYWORKS

1.1 Rates for Dayworks

- a. Tenderers in pricing this schedule, shall read the conditions set out hereunder in conjunction with the General Conditions of Contract and the Particular Condition and in addition thereto Clause 8.7 of the SANS 1200 A - General Specification.
- b. The tenderer shall insert in the schedule below, all categories of labourers and tradesmen, together with their respective net wage rates, which he proposes to employ in the execution of the Contract.

Where the tenderer has not inserted rates for specific labourers or tradesmen that could reasonably have been foreseen at tender stage, the Engineer shall, in the event of such foreseeable labourers or tradesmen becoming necessary, set a rate that in his opinion is most appropriate for such labourers or artisan.

- c. When calculating dayworks, it shall be understood that:
 - i. Only supervisory personnel who are working with their teams shall be paid for at daywork. The composition of each working team on dayworks shall be approved by the Engineer or Engineer's representative prior to the commencement of such daywork. Any supervisory personnel who does not work with the team, shall be deemed to be included.
 - ii. No additional Preliminary and General costs (Fixed, Value-rated or Time-rated) shall be paid for work done at dayworks. Costs for superintendence (Site Agents, Engineers, Quantity Surveyors, Surveyors, Foremen and the like) shall be deemed to be covered for in the rates and prices of Preliminary and General. The tenderer shall allow in the percentage allowance for any superintendent which in his opinion is not provided for in the pricing of his Preliminary and General costs.
 - iii. The tenderer shall indicate the percentage mark-up required on the current net cost of materials. The net cost of materials shall mean the cost of material actually embodied in the Permanent Works delivered to the point where it is to be used.

2 STANDING TIME

Standing time will only be considered for the categories of labourers and artisans indicated in the schedule below.

Classification: Internal

The rates tendered for standing time, shall be the all-inclusive rates, and shall be deemed to cover all costs for overhead, supervision, profit, accommodation, travelling, subsistence and all other relevant and incidental costs.

No additional Preliminary and General costs will be paid, and no adjustments to the Preliminary and General cost will be made for any extensions of time granted or resultant from suspension of the Works, other than provided herein. No standing time will be considered or paid for suspensions resulting from default by the Contractor.

3 DAYWORK AND STANDING TIME SCHEDULE

DAYWORKS LABOUR RATES

Description of labour category		Rate per hour	Standing time
rate per hour (all inclusive)			
Normal			
Time	Overtime		Sundays

The Contractor's normal working day comprise _____ hours, and his working week comprises _____ hours.

Mark-up on Materials:

The % (percentage) mark-up on materials shall be _____%.

SCHEDULE OF CONTRACTORS EQUIPMENT DAYWORK AND STANDING TIME RATES

The Tenderer must list hereunder all items of major Contractor's Equipment, in sound working order, which he undertakes to provide to execute the Contract.

The Contractor's Equipment items listed, shall be deemed to be owned by the tenderer unless specifically endorsed in the schedule as "hired" or "hire purchase" plant.

1 DAYWORK RATES

Tenderers in pricing this schedule shall read the conditions set out hereunder in conjunction Clause 8.7 of the SANS 1200 A - General Specification.

1.1 When calculating dayworks, it shall be understood that:

- a. The rates inserted by the Tenderer shall be the net rate for each item of Contractor's Equipment listed.
- b. Operators costs are included in the equipment rates and shall not be separately paid for under labour items.

2 STANDING TIME RATES

Classification: Internal

Standing time shall not be considered for Contractor's Equipment that could have been foreseen at time of tender and not listed in the schedule hereunder.

The rates for standing time shall be the all-inclusive rates, and shall be deemed to cover all costs or charges for overheads, profits, maintenance, consumable, but excluding operators cost which shall in the event of suspension of the work be paid for at the rates to be inserted in the labour dayworks rate schedule.

3 DAYWORK AND STANDING TIME SCHEDULE

Description of Contractor's Equipment	Quantity
Age/ hours/ Condition	Net Daywork
Rate per hour (Excluding Allowance)	Standing
Time Rate per hour	

SECTION 5
SECTION 5: FORMS AND REFERENCE DOCUMENTS

THE CONSTRUCTION CONTRACT

FOR

.....
.....

AT

.....

FOR

DIAMOND TRADING COMPANY BOTSWANA (PTY) LTD

LETTER OF TENDER AND CONTRACT DATA

NAME OF CONTRACT:

TO: The Procurement Manager
Diamond Trading Company Botswana

We have examined the Conditions of Contract, Specification, Drawings, Schedules including the Bill of Quantities, the Contract Data and Addenda Nos _____ for the above-named Contract and the words and expressions used herein shall have the meanings assigned to them in the Conditions of Contract. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender which includes all these documents, for the sum of

[currency and amount in figures]

[currency and amount in figures]

or such other amount as may be determined in accordance with the Contract.

Classification: Internal

We agree to abide by this Tender until _____ [date] and it shall remain binding upon us and may be accepted at any time before that date.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a Contract Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature: _____

Capacity: _____

On behalf of: _____

Address: _____

Date: _____

WITNESSES:

Signature: _____ Signature: _____

Capitals: _____ Capitals: _____

Date: _____ Date: _____

1 PARTICULAR CONDITIONS PART A – CONTRACT DATA

CLAUSE	CLAUSE DESCRIPTION	INFORMATION
1.1.20	Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost %	
1.1.27	Defects Notification Period (DNP)	days
1.1.31	Employer's name and address	Diamond Trading Company Botswana Proprietary Limited Plot 63016, Airport Road Block 8 Gaborone, Botswana
1.1.35	Engineer's name and address	
1.1.84	Time for Completion	days
1.3(a)(i)	Agreed methods of electronic transmission	
1.3(d)	Address of Employer for communications	Plot 63016, Airport Road Block 8 Gaborone, Botswana
1.3(d)	Address of Engineer for communications	
1.3(d)	Address of Contractor for communications	
1.4	Contract shall be governed by the law of	
1.4	Ruling language	
1.4	Language for communications	English

- 1.8 Number of additional paper copies of Contractor’s Documents
- 1.15 Total liability of the Contractor to the Employer under or in connection with the Contract (sum)
- 2.1 After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within days
- 2.4 Employer’s financial arrangements
- 4.2 Performance Security (as percentages of the Accepted Contract Amount in Currencies):
Percent:
Currency:
Percent:
Currency:
- %
- %
- 4.7.2 Period for notification of errors in the items of reference days
- 4.19 Period of payment for temporary utilities days
- 4.20 Number of additional paper copies of progress reports
- 5.1(a) Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount) %
- 5.1(b) Parts of the work for which subcontracting is not permitted
- 6.5 Normal working hours on the Site
- 8.3 Number of additional paper copies of programmes
- 8.8 Delay Damages payable for each day of delay
- 8.8 Maximum amount of Delay Damages
- 12.2 Method of measurement
- 12.3 Percentage profit as stated under 1.1.19 above
- 13.4(b)(ii) Percentage rate to be applied to Provisional Sums for overhead charges and profit %
- 14.2 Total amount of Advance Payment (as a percentage of Accepted Contract Amount) %
- 14.2 Currency or currencies of Advance Payment
- 14.2.3 Percentage deductions for the repayment of the Advance Payment %
- 14.3 Period of payment
- 14.3(b) Number of additional paper copies of Statements
- 14.3(ii) Percentage of retention %
- 14.3(iii) Limit of Retention Money (as a percentage of Accepted Contract Amount) %
- 14.5(b)(i) Plant and Materials for payment when shipped
- 14.5(c)(i) Plant and Materials for payment when delivered to the Site
- 14.6.2 Minimum amount of Interim Payment Certificate (IPC)
- 14.7(a) Period for payment of Advance Payment to the Contractor days
- 14.7(b)(i) Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment] days
- 14.7(b)(ii) Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment] days
- 14.7(c) Period for the Employer to make final payment to the Contractor days
- 14.8 Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) %
- 14.11.1(b) Number of additional paper copies of draft Final Statement
- 14.15 Currencies for payment of Contract Price
- 14.15(a)(i) Proportions or amounts of Local and Foreign Currencies are:
Local:

Foreign:

14.15(c) Currencies and proportions for payment of Delay Damages

14.15(f) Rates of exchange

17.2(d) Forces of nature, the risk of which are allocated to the Contractor

19.1 Permitted deductible limits:

insurance required for the Works

insurance required for Goods

insurance required for liability for breach of professional duty

insurance required against liability for fitness for purpose (if any is required)

insurance required for injury to persons and damage to property

insurance required for injury to employees

Other insurances required by Law and by Local practice:

...

...

...

19.2(1)(b) Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) %

19.2(1)(iv) List of Exceptional Risks which shall not be excluded from the insurance cover for the Works

19.2.2 Extent of insurance required for Goods

amount of insurance required for Goods

19.2.3(a) Amount of insurance required for liability for breach of professional duty

19.2.3(b) Insurance required against liability for fitness for purpose yes/no

(delete as appropriate)

19.2.3 Period of insurance required for liability for breach of professional duty

19.2.4 Amount of insurance required for injury to persons and damage to property

19.2.6 Other insurances required by Laws and by local practice (give details)

21.1 Time for appointment of DAAB

21.1 The DAAB shall comprise members

21.1 List of proposed members of DAAB

Proposed by Employer

Proposed by Contractor

...

...

...

...

...

...

21.2 Appointing entity (official) for DAAM members (Unless otherwise stated here, it shall be the President of FIDIC or a person appointed by the President)

SIGNATURES FOR CONTRACT DATA

Signature: _____

(SIGNATURE OF TENDERER)

Date: _____

for: _____

(NAME OF TENDERER)

WITNESSES:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

SUBCONTRACTORS

The Tenderer must state which subcontractors are intended to be employed for providing the goods and services.

SUB-CONTRACTOR GOODS OR SERVICES INVOLVED BOTSWANA LOCAL OR CITIZEN OWNED STATUS

NON-DISCLOSURE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

DIAMOND TRADING COMPANY BOTSWANA (PROPRIETARY) LIMITED
a company duly registered in Botswana
represented herein by XX
in his capacity as XXXX
(hereinafter referred to the Disclosing party)

And

XXXX a company duly registered in Botswana
represented herein by xxxx
in his capacity as xxx
(hereinafter referred to as the Receiving Party)

WHEREAS the disclosing party wishes to exchange information with the receiving party for the sole purpose of the receiving party to provide proof of concept for the proposed telephone management system at the disclosing party's premises

WHEREAS the Disclosing party desires that the Receiving party protects the confidentiality of such information

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms will have the following meanings:

“ Confidential Information” means any information which is confidential in nature or that is treated as being confidential by the Disclosing party, whether such information is or has been conveyed to a Receiving party orally or visually or in written or other tangible form, and whether such information is received or accessed by the Receiving party, directly or indirectly.

“Disclosing Party” means a party that discloses confidential information to the other party pursuant to this Agreement.

“Receiving Party” means a party that receives confidential information from the other party pursuant to this Agreement.

2. RECEIVING PARTY'S OBLIGATION

- a. To hold the confidential information in strict confidence and take all reasonable precautions to protect such information
- b. Not to disclose any confidential information or any information derived therefrom to any third party, except to its advisors, employees, agents or sub-contractors who are involved in the performance of the Works
- c. Ensure that its employees, agents or subcontractors to whom confidential information is disclosed or who have access to such information sign a nondisclosure agreement
- d. Not to make any use whatsoever at any time of such information except to evaluate internally its relationship with the Disclosing party
- e. Not copy or transmit in any manner such information

- f. where it is reasonably possible, to notify the other Party of any disclosure demanded to be made an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction

3. EXCEPTIONS

Notwithstanding anything to the contrary herein, the following will not constitute confidential information for the purpose of this agreement:

- a. Information that the Receiving party can show, by documentary and competent evidence, was known by it prior to the disclosure thereof to the Receiving party;
- b. Information that is or becomes generally available to the public other than as a result of disclosure directly or indirectly by a Receiving party in breach of this Agreement;
- c. Information of which the Disclosing party has authorised the unrestricted disclosure
- d. Information that a Receiving Party can show, by documentary and competent evidence, to have been developed independently by the Receiving party without using the Disclosing party’s confidential information;
- e. Information that becomes available to a Receiving party on a non-confidential basis from a source other than the Disclosing Party, provided that such a source is not in breach of its obligations of non-disclosure toward the Disclosing party

4. OWNERSHIP

All confidential information is and shall remain the property of the Disclosing party.

Nothing in this Agreement is to be construed as granting a Receiving party any title or ownership of the Disclosing party’s confidential information.

5. GENERAL

Addresses for Service

The Parties choose as their addresses for all purposes under this agreement, whether in respect of notices or other documents or communications of whatsoever nature, the following addresses:

DTCB:

Physical : Plot 63016, Block 8, Gaborone
 Postal : P/Bag 0074, Gaborone
 Attention : XXXXX(POSITION)

The Contractor:

Physical : XXXXX
 Postal : XXXXX
 Attention : XXXXX

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and hand delivered or posted to the other party by prepaid registered or recorded mail.

SIGNED by and for DIAMOND TRADING COMPANY BOTSWANA (PROPRIETARY) LIMITED

on this _____ day of _____ 20____

Name: _____ Place: _____
 Position: _____ Signature: _____
 Witness Name: _____ Signature: _____
 Date: _____

SIGNED by and for XXXXX(name of info recipient company)

on this _____ day of _____ 20____

Name: _____ Place: _____
 Position: _____ Signature: _____
 Witness Name: _____ Signature: _____
 Date: _____

HUMAN RIGHTS DECLARATION

HUMAN RIGHTS DECLARATION BY THE MANAGEMENT OF XXXXX FOR DTCB

CERTIFICATE OF COMPLIANCE

It is hereby certified that the following International Declaration, Principles and Codes of Conduct are subscribed to:

- a. The United Nations Global Compact (The Principles of the Global Conduct).
- b. The Universal Declaration of Human Rights.
- c. The Voluntary Principles on Security and Human Rights.
- d. The United Nations Code of Conduct for Law Enforcement Officials.
- e. The United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials.

It is further certified that:

- a. The management of XXXXX will not unfairly discriminate in the administration of its business, directly or indirectly against any of its employees on one or more grounds, including race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth.
- b. The Company is committed to embracing the diversity of the people in its business activities both internally towards its staff and externally toward its customers, supplier, partner and stakeholders.
- c. The Company and its management will actively seek to purge from its business organisation, all forms of discrimination and abuse in pursuance of its principles.
- d. The Company and its management will endeavour at all times to ensure that the principles of equality, respect, transformation and the freedom of association are upheld.

Classification: Internal

- e. All operations conducted by XXXXX on behalf of the DTCTB will be conducted within the confines of the laws and regulations applicable to any and all countries wherein these operations take place.
- f. The manpower which is utilised have not been found guilty in a court of law or credibly implicated of any human right abuses and it is acknowledged that any involvement in human rights abuses will be reason for contract termination.
- g. No employee working for XXXXX will undertake any activity to prevent diamond theft that infringes the human rights set forth in the Universal Declaration of Human Rights and international humanitarian law.
- h. All staff involved in operations conducted by XXXXX on behalf of the DTCTB will be trained on how to prevent human rights abuses and how to protect human rights in their area of work as a condition of contract.
- i. The Company policies, standard operating procedures and practice regulating the daily operations of personnel contracted to the DTCTB are based on the above-mentioned principles and codes of conduct

XXXXX wilt not use other third-party companies and consultants, without the prior knowledge and permission of DTCTB and with full adherence to the terms and conditions stipulated above.

Signature: _____

Date: _____

ANNEXURE L: FORM OF TENDER

**Diamond Trading Company Botswana
Plot 63016, Airport Road
Block 8
Gaborone**

Having examined the invitation to tender (ITT) document the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver the project in accordance with the tender documents at a price of(amount in figures)(amount in words) Vat exclusive.

If our tender is accepted, we will deliver the project within..... weeks from receipt of official purchase order

We agree to abide by this for a period of ninety (90) days from the date fixed for tender opening and it shall remain bidding upon us and may be accepted at any time before expiration of that period.

We understand that you are not bound to accept the lowest or highest or any tender you may receive.

On behalf of the tenderer

Name of the Company:.....

Name Of Representative:

Title:

Tel No.....

Email Address.....

Date: