Invitation for bids
International Competitive Bidding (ICB)
Tender number MAZA-TFCA/20/W2
BMZ #: 2012 66 535
for
Construction of Solar Powered Electric Game Fence in Vwaza Wildlife Reserve in Malawi
Single stage procedure
Final version for publication
31st July 2020

Supported through:

(The Malawi Zambia Transfrontier Conservation Area – a development project of the Southern African Development Community (SADC), the Governments of Malawi and Zambia, and financed by the Federal Republic of Germany through KfW (grant numbers BMZ No.: 2012266535)
Invitation for Bids

Country: Malawi

Project Title: Malawi Zambia Transfrontier Conservation Area project

Date: 31st July 2020

Procurement No.: MAZA-TFCA/20/W2

The Governments of Malawi and Zambia has received financing from KfW toward the cost of the Malawi Zambia Transfrontier Conservation Area project and intends to apply part of the proceeds toward payments under the contract for the construction of the Electrified Game Fence on the Malawian perimeter of the Vwaza Marsh Wildlife Reserve.

The Governments of Malawi and Zambia engaged Peace Parks Foundation (PPF) as the project Implementing Agency through a Transfrontier Management Unit (TMU)

PPF through the TMU now invites sealed Bids from eligible Bidders for the construction of the 70 kilometres electrified game fence on the Malawian perimeter of the Vwaza Marsh Wildlife Reserve in an effort to reducing Human-Wildlife Conflict (HWC) around the reserve.

Bidding will be conducted by means of the International Competitive Bidding procedure with qualification as specified in the KfW Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries (“KfW Guidelines, version August 2016”).

Interested eligible Bidders may obtain further information from Transfrontier Management Unit (TMU), Barnett Alfred Phiri, bphiri@peaceparks.org.

A complete set of bidding documents in electronic form is available to interested Bidders at the Transfrontier Management Unit (TMU), Mzuzu – Nkhatabay Road – Corner Zwangendawa Road, Opposite Mtwalo Flats, Plot No. Msongwe 352A, Zwangendawa Road, Mzuzu, Malawi (bphiri@peaceparks.org) or can be downloaded from www.peaceparks.org as an electronic file. All bidders who download the document must register with the TMU.

Bids must be delivered to the address indicated in the clause ITB 22.1 of the bidding document on or before 12:00 hours, 14th September 2020. Late Bids will be rejected. Bids will be publicly opened in the presence of the bidders’ designated representatives.
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<td>“Employer”</td>
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<td></td>
<td>Malawi Zambia TFCA Project Management Unit (TMU) (represented by Peace Parks</td>
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<td>Foundation) and the legal successors in title to this person(s).</td>
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<td>2.</td>
<td>“Engineer”, “Consulting Engineer” or “Consultant”</td>
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<td>Works Supervisor of the TMU or his assistants</td>
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<td>3.</td>
<td>“Employer’s Representative”</td>
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<td>All staff of the Consultant and the Employer; and any other personnel</td>
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<td>notified to the Contractor, by the Employer or the Consultant, as</td>
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<td>Employer’s Representative.</td>
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<td>“Contractor”</td>
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<td>Employer and the legal successors in title to this person(s).</td>
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## PART 1: INSTRUCTIONS TO TENDERERS

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<td><strong>5. Name of contracting authority:</strong></td>
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<td><strong>9. Address for collection of tender document:</strong></td>
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<td><strong>10. Price for tender document:</strong></td>
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<td><strong>11. Date &amp; time for compulsory Site inspection:</strong></td>
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<td><strong>12. Tender closing date &amp; time:</strong></td>
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<td><strong>13. Address for delivery of tenders:</strong></td>
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<td>19.</td>
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</table>
1. Having examined the conditions of Tender, Drawings, Conditions of Contract, Specifications and Bills of Quantities for the project **Construction of Solar Powered Electric Game Fence around Vwaza Marsh Wildlife Reserve in Malawi**, I/we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the said Drawings, Conditions of Contract, Specifications, Bills of Quantities for the sum of:

   Euro........................................................................................................................................

....................................................................................................................................................

.................................................................................................................................................... (in words)

   Euro........................................................................................................................................ (in figures)

or such other sums as may be ascertained in accordance with the said conditions.

The figure includes all provisional and contingency sums the bill of quantities but excludes VAT and all import duties and taxes.

2. I/We undertake, if our Tender is accepted to complete and deliver the whole of the work comprised in the Contract within a period of ................. calendar months from the date of commencement.

3. I/We understand that the above completion date is inclusive of all gazetted public and customary builder’s holidays in Malawi.

4. If our tender is accepted I/We will, if and when required, obtain a Bank guarantee to be jointly and severally bound with us in the sum not exceeding 10% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.

5. I/We agree to abide by this Tender for the period of One hundred twenty (120) days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, the Tender together with your written acceptance thereof, shall constitute a binding contract between us.

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

8. **THIS TENDER IS A FIXED PRICE TENDER**

   NAME OF TENDERER .................................................................
   (Block letters or company stamp)

   ADDRESS .............................................................................

   COMPANY REGISTRATION No. ................................................

   SIGNATURE OF TENDERER ......................................................

   DATE..............................................TELEPHONE No. ..................FAX No.
   ........................................................
Tender MAZA TFCA/20/W2: Works – Construction of Game Solar Powered Electric Fence in Vwaza Wildlife Reserve in Malawi

EMAIL: .................................................................

Name and Designation of Person Signing Tender;

..........................................................................................
..........................................................................................

Witness 1:                                                                 Witness 2:

Full Name: ...................................................................... Full Name: ......................................
..........................................................................................

Signature: ........................................................................ Signature: ...........................................

Date: ................................................................................ Date: ..................................................

Note: It is the tenderer’s responsibility to ensure that all pages have been provided and filled in correctly. Non-completion of tender documents may lead to invalidation of the tender.
## Tender Check List

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<tr>
<td>2. Certificate of bid clarification meeting (Annex A)?</td>
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<td>3. Declaration of undertaking duly signed (Annex C)?</td>
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<td>4. Declaration of Association duly completed and signed (Annexure G)?</td>
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<td>5. Declaration on Affiliated Firms duly completed and signed (Annexure H)?</td>
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<td>6. Information on tenderer included;</td>
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<tr>
<td>a. Registration as a company?</td>
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<td>b. Registration as an income tax payer?</td>
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<td>c. Tax clearance certificate issued by Malawi Revenue Authorities?</td>
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<td>19. Tender documents enclosed in sealed, duly labelled envelope?</td>
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<td>20. One original and one electronic copy only provided (electronic version to be PDF on a memory stick, with completed BOQ also provided in MS Excel format.)?</td>
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1. General Background

1.1. The Malawi Zambia Transfrontier Conservation Area Project (Malawi Zambia TFCA Project) is a development project of the Southern African Development Community (SADC), the Governments of Malawi and Zambia, and is co-financed by the Federal Republic of Germany through

1.2. The Malawi Zambia TFCA was established on 7th July 2015 with the signing of a treaty by the Heads of State and covers about 28,000 square kilometres of land spanning across the international boundaries of Zambia and Malawi, linking conservation areas that constitute national parks, wildlife management areas, forest reserves, as well as community-use and settlement areas.

1.3. The goal of the Malawi Zambia TFCA is “to contribute to sustainable biodiversity conservation in the Malawi Zambia TFCA by supporting fair access to natural resources and thereby improving the welfare of communities living in and around the TFCA.” The purpose is “to support the improvement of ecosystem connectivity, efficient and sustainable use and management of shared natural resources for biodiversity conservation and socio-economic development in the Malawi Zambia TFCA through cross-border coordination and management with a focus on law enforcement, by improvement of park infrastructure and equipment as well as by active participation of the local population.”

1.4. To implement the Project, the Governments of Malawi and Zambia have signed a Project Execution Agreement with Peace Parks Foundation as the project Implementing Agency through a Transfrontier Management Unit (TMU) for Nyika/Vwaza and Chama Blocks. Refer to http://www.peaceparks.org/ for more background information.

2. Project Background

2.1. Vwaza Marsh Wildlife Reserve occupies a tract of diverse terrain in Northern Malawi. Its area is 986 km2. The reserve comprises a region of hills and pediments in the east, and a region of wetland and alluvium in the west. It is centred upon 11° 00'S, 33° 28' E. The reserve lies partly in the Rumphi and partly in the Mzimba District of the Northern Region. Its western and part of its northern boundary coincides with the Malawi – Zambia border and is almost contiguous with Lundazi Forest Reserve except for the road that forms the international boundary. Vwaza Marsh Wildlife Reserve is a component of the Malawi-Zambia Transfrontier Conservation Area.

2.2. Vwaza has a diverse vertebrate fauna that includes 50 species in 21 families of mammal, 341 species of birds and 10 species of fish collected in the South Rukuru.

2.3. Land outside the reserve on Malawian side is mostly used for agriculture by smallholder farmers on land occupied according to customary tenure (Customary Land) or medium to large scale commercial farmers on leasehold land (Estate Land). Of the land available about 40% is suitable for agriculture and about 20% of this is occupied by estates. Most of the land adjacent to Vwaza in Zambia is the Lundazi Forest Reserve. There are a few small villages in the northwest adjacent to Mowa. The main crops grown are maize and tobacco with some beans and groundnuts.

2.4. Communities report continual depredations of their crops by wildlife from the reserve, particularly hippo in the south, monkeys, baboons, wild pigs and elephants around the reserve. Crop protection methods currently employed do not provide effective service to
border zone communities. However, extension workers placed at strategic out posts are able to respond to most of the requests.

2.5. Main problem species are mainly elephants, wild pigs and hippos.

2.6. A solar powered electrified fence on the eastern and southern boundary of the reserve used to provide good and effective protection of farmlands and people around the reserve hence the need of constructing a new fence to replace the current dilapidated fence line. The fence will come about 100 kilometres from Bambanda - Zaro on the western side to Kapalala area in the eastern side of the reserve.

2.7. In light of the above, the Government of Malawi DNPW wishes to construct a 70 kms solar powered electric game fence from Bambabda-Zaro to Kawiya and rehabilitate the existing 30 kms solar powered electric fence from Kawiya to Kapalala (not part of this tender) in line with the Human Wildlife Conflict mitigation measures (See map).

2.8. The project site is very remote and only accessible by 4 x 4 vehicles. The project site challenges require a contractor experienced in similar remote projects and with necessary plant, equipment and human resources capable of operating in such conditions.

3. Institutional Arrangements

3.1. The project implementing agent for the Malawi Zamia TFCA project is Peace Parks Foundation, which is mandated by the Governments of Malawi and Zambia to execute projects on their behalf.

3.2. The Project Execution Contract between the two governments and Peace Parks Foundation (PPF) mandates PPF as an Implementing Agent to enter into contractual agreements with third party service providers on behalf of the Malawi Zambia TFCA Partner Countries, through the Malawi Zambia TFCA Management Unit (TMU).

3.3. The Malawi Zambia TFCA Management Unit (TMU) based in Mzuzu, Malawi, is responsible for project planning and monitoring, implementation of regional interventions, and supporting partner countries with implementing projects using the financial cooperation provided by the Federal Republic of Germany.

3.4. The successful tenderer and subsequent Contractor will be supervised by the Works Supervisor and employees of DNPW, who will report to DNPW, and Malawi Zambia TFCA Management Unit (TMU), in terms of both technical-and contractual matters.

3.5. The Contractor will be responsible for the complete execution and management of the works, as further specified within this tender document. S/He will not be financially assisted in the undertaking of the contract. The Malawi Zambia TFCA Management Unit, will assist as best possible in matters involving liaison with government- and conservation agencies.

4. Project Start & Duration

4.1. The expected starting date for the project is specified on the information sheet.

4.2. The estimated duration of the contract is 9 months plus 12 months for maintenance, however the exact duration of the contract shall be dependent upon the timescale offered by the Contractor. Nonetheless, implementation is required as soon as possible and the timescales contained in the submitted respective tenders, will be taken into account during adjudication.

5. Office Facilities & Equipment

5.1. The Contractor shall be responsible for supplying his own office facilities, equipment and transport where such is required to execute this project properly.
6. Services to be provided by the TMU and DNPW

6.1 The TMU through their Work Supervisor will provide the Contractor with all the relevant information, documents, maps and photographs in their possession, free of charge, for the duration of the assignment.

6.2 Where possible, the TMU and DNPW will support the Contractor in organizing meetings with the contact addresses of relevant key persons, obtaining further documents, park entry permits, work permits, visas and imports licenses as may be required for the project.

6.3 The TMU and DNPW through the Reserve Manager shall indicate where suitable camping localities are.
Conditions of Tender

1. General conditions

1.1 The contracting authority for this project is PPF (on behalf of the Malawi Zambia TFCA Management Unit). Following the outcome of this tender process, a works contract will be concluded between PPF and the successful tenderer. The Malawi Zambia TFCA Management Unit shall manage the tender process with support from the Works Supervisor. To ensure proper information flow between all parties involved in the tender process, all correspondence must be channeled through the Officers at the address specified in paragraph 1.9 below.

1.2 This procedure is governed by “Guidelines for the procurement of Supply and Work Contracts under Financial Co-operation with Developing Countries”, prepared by KfW and available at http://www.kfw.de/ (version: August 2016).

1.3 This tender procedure is subject to the conditions contained in this document.

1.4 The scope of works for this project is as follows:

1.4.1 The construction of the 70 kilometres electrified game fence on the Malawian perimeter of the Vwaza Marsh Wildlife Reserve in an effort to reducing Human-Wildlife Conflict (HWC) around the reserve.

1.5 Tenderers must submit proposals for all required and specified works. Alternative bids are not allowed.

1.6 The tender procedure is open to all qualified and interested, bona-fide local, regional and international construction companies, including Joint Ventures (JVs), according to International competitive bidding procedure. Margin of preference of any form shall not apply.

1.7 The language of the tender is English.

1.8 All Non Malawian companies must associate with a Malawian firm or individual who shall be representative of the company for in country requirements and after contract services. Joint venture partner may only take part in one tender. The following conditions shall apply to the engagement of Sub-Contractors by the Applicant:

- Applicants may engage Sub-Contractors,
- The same Sub-Contractors may be engaged by more than one applicant if the following conditions are fulfilled:
- If the Sub-Contractors qualifications are not used in the evaluation of any Application,
- If the Sub-Contractors only take part within the tender in the function of a Sub-Contractor.

1.9 **A compulsory clarification meeting and site visit** will be conducted to acquaint all tenderers with local conditions and scope of work pertaining to the execution of the contract, and will be at the cost and risk of the tenderer. A certificate of bid clarification meeting (Annex A) will be issued and is one of the conditions for acceptance of the bid document. No claims arising from
insufficient knowledge of site or related conditions will be considered. The details for this meeting and site visit are on the information sheet. Tenderers who wish to make additional visits to the proposed project site, should make an appointment prior to their visit. No visits will be permitted within two weeks (ten business days) prior to the closing date for proposals. A local partner / sub-consultant can substitute an applicant with a power of attorney in case the applicant is unable to attend due to Covid-19 pandemic.

**In case a presence meeting cannot be attended due to Covid-19 pandemic, any modifications / updates in the process will be addressed to the bidders by Circular letter.**

1.10 Enquiries related to this bid procedure will only be permitted in writing (in electronic format) and up to two weeks (ten business days) before the deadline for submission of tenders. Answers to all questions will be sent in writing to all prospective tenderers. Such queries must be submitted to:

Mr. Barnett Phiri  
Finance Manager  
Malawi Zambia TFCA Project Management Unit (TMU)  
Mzuzu, Malawi.  
Mobile: +265 999 511 790  
Facsimile: N/A  
Email: bphiri@peaceparks.org (copied to f.mkanda@peaceparks.org)

1.11 This tender procedure and works contract shall be subject to the following bonds and guarantees, the details and conditions of which are described in section 5.7:

- Performance Security during the contracts execution stage;
- Retention fund for the defects liability/maintenance period;
- Proofs of insurances for public liability, works all risk and Workman’s compensation.

1.12 All information provided by tenderers, whether verbal or in writing, will be treated confidentially and used only for the purpose of this tender. In further pursuance of this policy, tenderers shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the submission of the bid submission, and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW

1.13 The pages of this invitation to tender are numbered consecutively. Should there be any pages missing or description ambiguous or discrepancies found, tenderers are to advise the TMU (see paragraph 1.10) immediately for corrections, as no claim arising out of failing to do so will be entertained.

1.14 Tender documentation will be emailed and is also made available for downloading from Peace Parks Foundation website: [www.peaceparks.org](http://www.peaceparks.org), all bidders who download the document must register with the Project Manager on the address in 1.10. Tender documentations will only be made available in electronic form.

1.15 Collection and / or delivery of any tender documentation will be the responsible of the tenderer and at their own cost and risk.

1.16 Tender documentation will be made available to prospective tenderers free of charge.
1.17 Tenderers should be aware that any fraudulent or corrupt activities disqualify them immediately from participation in the tender process and will be subject to further investigation.

2. Preparation and submission of tenders (see item 5.7.1 below for bid bond)

2.1 This is a one-envelope, post-qualification procedure. Technical and financial information are to be placed in a single properly sealed envelope.

2.2 **One set of originals, plus one electronic copy** are required. The latter must be in read-only PDF format, scanned into one complete file and saved in a USB flash drive. In addition, the **Bills of Quantities** shall also be supplied in **Microsoft Office Excel** format in flash drive, apart from the PDF version. Tenderers shall verify the integrity of the flash drive beforehand. In case of any differences between original and the hardcopy of the documents, the original shall prevail.

2.3 The original tender and electronic copy must each be enclosed in a sealed envelope on which the name and address of the tenderer, the tender number, a description of the works, the closing date of the tender must be clearly written.

2.4 As a minimum, every page of the Priced Bills of Quantities must be initialised by a duly authorised representative of the Tenderer.

2.5 In the documents submitted, all entries must be in the same handwriting, if not electronically printed.

2.6 Any corrections to entries are to be made by drawing a single line with non-erasable pen through the entry to be corrected and are to be initialled in the margin next to the correction.

2.7 Any corrections must be initialled by the same person who signs the tender.

2.8 No tender will be considered where alterations have been made to the Tender Form and/or price schedules.

2.9 Tenders should be submitted on official forms, properly typed or completed in ink and signed, and may not be qualified by the tenderer’s own conditions of tender or contract. Failure to comply with these requirements or if the tenderer proposes their own conditions of tender, will disqualify the tender.

2.10 Any tender that is not accompanied by all the requested information may be disqualified.

2.11 The submission date and time is specified on the attached information sheet.

2.12 The place where tenders must be received is specified on the attached information sheet.

2.13 Opening of tenders will be conducted in public at the address for delivery of tenders shown on the information sheet. **In case a public opening cannot be attended due to Covid-19 pandemic, any modifications / updates in the process will be addressed to the bidders by Circular letter.**

2.14 Tenders shall be binding for One hundred twenty (120) calendar days.

2.15 Facsimile or emailed tenders will not be accepted.
2.16 Couriered tenders arriving at the submission address after the closing date and time shall not be accepted.

3. Contents of the technical proposal for works

3.1 All tenderers must submit a technical proposal in terms of their capabilities. Proposals must include the following completed forms and additional information:

- Form of Tender
- Certificate of bid clarification meeting (see Part 1, Annex A)
- Declaration of Undertaking (see Part 1, Annex F)
- Declaration of Association (see Part 1, Annex G) required for JVs
- Declaration of Affiliation (see Part 1, Annex H)
- Information on tenderer (including all requested compliance information) (see Part 2)
  a) Ownership Information of the tenderer (see part 2)
  b) Schedule of human resources (see Part 2)
  c) Schedule of plant and equipment (see Part 2)
  d) Schedule of experience (see Part 2)
  e) Schedule of labour relations and training (see Part 2)
  f) Suppliers and credit references (see Part 2)
  g) Bank rating and financial standing (see Part 2)
  h) Letter of intent to provide a performance guarantee
  i) Proposed construction programme (see Part 2)
  j) Schedule of support and service content (see Part 2 and Part 3 Section 3.3)

In the case of JVs, items a) to g) are to be provided by each JV partner

- Registration and regulatory compliance forms:
  a) Company registration
  b) Registration as an income tax payer
  c) Letter of intent from the tenderer’s bank to provide a performance guarantee (see Part 1, Annex D)
  d) Tax clearance certificate

In the case of JVs, items a) to b) are to be provided by each JV partner

3.2 Descriptive literature:

Tenderers shall include descriptive literature of all mechanical and electrical equipment offered with their tenders. (e.g. Solar power)

3.3 Support and service content: Each tenderer must demonstrate that it maintains adequate servicing facilities, including a comprehensive stock of spares, within reasonable distance from the area relevant to this contract. Therefore, each tenderer shall include a statement with his/her offer describing the facilities for his/her service, maintenance and the provision of spares for whatever equipment is contained in his/her tender. Tenderers must agree that any premises may be inspected prior to the awarding of a contract and offers may be passed over, if, in the opinion of the employer, the facilities available by a tenderer are inadequate.

4. Contents of the financial offer

4.1 The financial offer shall consist of the completed Priced Bills of Quantities, with all unit rates indicated, extended in black ink, clearly legible, and initialled on every page.
4.2. In addition to the Priced Bills of Quantities, it is permissible to include any item, which the tenderer regards as technically essential and which he considers has otherwise been omitted from the Priced Bills of Quantities.

4.3. The currency to be used shall be the Euro (€)

4.4. All prices to include, unless otherwise stated, for all materials, fabrications, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement) patterns, models and templates, plant temporary works, returning of packing, impost, establishment charges, overheads, profit and all other obligations arising out of the contract. The tenderer shall do his own due diligence to ascertain additional costs such as, but not limited to, park entry fees, site access and visas.

4.5. The project is tax exempt. The Government of Malawi Department of National Parks and Wildlife will facilitate waiver of taxes (VAT and Import duties) by the Malawi Revenue Authorities provided the supplies are Ex-work or Delivered Duty Unpaid (DDU).

5. Payment conditions

5.1 Currency of payment will be Euro (€).

5.2 Advance payment of 10% of the contract amount will be made against a Bank Guarantee in the currency of the bid and in the form of unconditional bank guarantee in the original format as provided in Annex E. Bidders are free to use any reputable bank acceptable to the Employer for the purpose of issuing the required Advance Grantee, subject to all conditions of the tender are being met without exception the issuing bank shall have a correspondent bank in the Employer’s country. Disbursement shall be by simplified direct disbursement.

5.3 The type of contract is admeasurement and allows for payment certificates based on value of work executed and materials stored or installed safely on site as set out in the conditions of contract, issued by the Works Supervisor, and payable by the Malawi Zambia TFCA Management Unit within a period of thirty (30) calendar days of receiving the payment certificate.

5.4 Prices and rates shall be fixed for the duration of the contract as per the financial offer.

5.5 The Malawi Zambia TFCA Management Unit will not be liable for any customs and excise duties, taxes and levies, which shall be included in the tender price.

5.6 Method of payment shall be in the form of electronic bank transfers.

5.7 The following bonds shall be applicable to this tender procedure and contract:

5.7.1. Bid Security is not required.

5.7.2. Performance bond, as per Annex C, to the value of 10% of the contract value, issued within two weeks (14 days) of contract signing and released sixty (60) days after the date of the issue of the practical completion certificate or signed agreement of final statement of account, whichever date is later.
5.7.3. Retention fund as per contract - a fund established by the withholding of 10% of payment certificate values to a maximum of 5% of the contract value, reduced to 2.5% of the final contract value after practical completion and the remainder paid at end of defects liability period.

5.7.4. Advance Payment Guarantee of 10% of the Contract value in from a reputable bank or financial institution in the original format as provided in Annex E should the contractor require advance payment to support his/her cashflow. Advance payment will be amortised at 20% of the advance against payment certificates. The advance payment guarantee shall be valid for at least 28 days from the date of contractual contract completion (including warranty obligations). A contractor may elect not to be paid the Advance Payment.

6. Execution of works

6.1 The expected total duration for the works, including builder’s and statutory holidays, is outlined on the attached information sheet.

6.2 The expected date to start work is outlined on the attached information sheet.

6.3 The principal agent responsible for technical and contractual supervision of the contractor is the Works Supervisor and TMU.

6.4 Contact details for the main project participants are in Annex I.

6.5 The construction programme is to be decided in consultation between the Malawi Zambia TFCA Management Unit, DNPW, the Works Supervisor and the contractor, keeping to the stated contract period specified in this document. A proposed construction programme is required as part of the tenderer’s submission as per the table included in these instructions to tenderers.

6.6 Within one week after the award of contract the contractor shall submit its updated construction programme. Without such programme and regular updates, extension of times claims will not be considered.

6.7 Liquidated damages shall apply in the event of delays in works beyond the contractual completion date. The amount payable per calendar day shall be calculated as 25% of the contract amount divided by 365 calendar days, to a maximum of 5% of the contract amount.

6.8 The contractor must follow all the environmental guidelines stipulated in the environmental management plan, contained in Annex L, which shall form a part of the works contract.

6.9 The contractor must ensure its employees are fully aware of health and safety issues in the project areas, including but not limited to the risks associated with HIV / AIDS, Trypanosomiasis and malaria, and wild animals such as buffalos and elephants. The contractor will provide the necessary information and training, and ensure that its employees take necessary measures to prevent the contraction and spread of such diseases, and prevent harm by and to wild animals in the region.

6.10 The contractor will comply with all Malawi statutory obligations, laws and bye-laws.
6.11 The Contractor’s personnel, plant and equipment presented within this tender must be made available for the period outlined in the construction programme. The Contractor’s site agent / project manager must be available for one month after practical completion of the works.

7. Support to be provided by the TFCA Management Unit (TMU) and DNPW

7.1 The Works Supervisor will provide the Contractor with all required information and drawings free of charge, for the duration of the contract.

7.2 TMU and DNPW, through the Reserve Manager, will designate areas for the contractor to use as construction camp sites, where required. The contractor will take all possible measures to protect the environment during the project execution period, taking into special consideration paragraph 6.9 above.

7.3 Management of the construction camp sites must be in accordance with the environmental management plan attached as Annex L.

8. Evaluation Criteria

Criteria for assessing tenders will be as follows:

8.1 Tenders will be assessed by the TMU and recommendations made to DNPW and PPF, which shall review the recommendations together with the relevant project role-players, decide on the successful tenderer. TMU will then forward all necessary documentation to KfW for approval (No Objection).

8.2 Tenders not received on time or, not contained in sealed envelopes, will be rejected at the tender opening session.

8.3 Tenders not meeting other administrative conditions of this bid procedure may be rejected. Refer to the administrative compliance grid as Annex M.

8.4 Tenders deemed not to have the technical experience or capacity to adequately implement this project, and who fail to meet the minimum requirements specified within this tender document, will be rejected. Refer to the technical compliance grid attached as Annex N.

8.5 Financial offers will be checked for arithmetical errors. In the event of arithmetical errors, the tender amount shall be adjusted with corrections after consent and appointment of the tender. Financial offers deemed to have material irreconcilable errors may be rejected.

8.6 Financial offers of 15% less and 15% more than the project cost estimate prepared by the consultants may be disqualified

8.7 The most economically advantageous, administratively, technically and financially compliant offer shall be adjudged as the preferred tender.

8.8 DNPW and Malawi Zambia TFCA Management Unit shall not be obliged to accept the lowest or any tender.

9. Contract

9.1. The PPF (acting on behalf of the Malawi Zambia TFCA Management Unit) will conclude a contract with the successful bidder. The KfW works contract will be the applicable form of
contract. The General Conditions of Contract applicable to this contract will be the FIDIC Short Form of Contract, The Green Book (1999), as published by the International Federation of Consulting Engineers.

9.2. Attachments to the works contract will be:

1) Form of Tender
2) Special or Particular Conditions of Contract
3) General Conditions of Contract
4) Schedules of technical information / Project Specification
5) Drawings
6) Equipment and design information provided by the Contractor
7) Schedules of Prices / Priced Bills of Quantities
8) Standard Specifications
9) Tender document, including all completed schedules
10) Environmental Management Plan
11) Duly signed Declaration of Undertaking
12) Relevant guarantees (strictly in the format as attached in the conditions of tender)

9.3 After approval of the tender evaluation outcomes, DNPW, Malawi Zambia TFCA Management Unit and PPF (supported by the Works Supervisor) may enter into negotiations with the successful tenderer before awarding the contract. If these negotiations are not successful, the tenderer who ranked second overall will be engaged in negotiation.

9.4 Contract negotiations will serve to clarify unclear items in the technical, financial and support proposals and to clarify any items in the conditions of contract. Fees and unit rates that were taken into account in evaluating the financial proposal are, in principle, not subject to negotiation.

9.5 Contract negotiations may take place at a mutually convenient location in Malawi, via video / telephone conference, or via email correspondence. The following people shall participate in the negotiations: a duly authorised person from the successful tenderer; a duly authorised member of DNPW, duly authorised members of the Malawi Zambia TFCA Management Unit, a duly authorised member of PPF and the Works Supervisor. The successful tenderer will receive no reimbursement for participation in the contract negotiations.

9.6 After conclusion of the contract negotiations the Malawi Zambia TFCA Management Unit, will notify all tenderers of the awarding decision. No details on the awarding decision will be disclosed. There shall be no right of appeal for the tenderers beyond the rights provided for in the laws of Malawi.
Annex A: Certificate of Bid Clarification Meeting

Certificate of Bid Clarification Meeting

This is to certify that

I/We...........................................................................................................................................(Name of Tenderer’s representative) in the capacity of................................................................. have attended the bid clarification meeting.

and confirm that

(i) Having previously studied the Contract Documents I/We have carefully examined the site.

(ii) I/We have made myself familiar with all the conditions likely to influence the works and the cost thereof.

(iii) I/We further certify that I am satisfied with the description of the Works and that I understand perfectly the Work to be done as specified and implied in the execution of the contract.

(iv) I/We further understand that my signing of this declaration is proof of my having visited the site and that no claim will be considered for payment or extension of time due to alleged lack of knowledge of the site.

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

Name of tenderer: .................................................................

TMU/Consultant Signature:..................................................  Date  ...................................
Annex B: Standard Form of a Bid Security

Important Note:

The requirement for a Bid Bond does not apply to this tender.
Annex C: Standard Form of a Performance Security

Address of guarantor bank:

..............................................................................................................

..............................................................................................................

Address of beneficiary (contracting agency):

..............................................................................................................

..............................................................................................................

On ......................................you concluded with .................................................. (“Contractor”)

a contract for ...........................................................................................................

(project, object of contract)

at a price of ..............................................................................................................

In accordance with the provisions of the contract the Contractor is obligated to provide a

performance bond for 10 % of the above contract price.

We, the undersigned ................................. (Guarantor), waiving all objections and defences under

the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first

written demand an amount up to a total of .................................................................

(In words:..................................................................................................................)

against your written declaration that the Contractor has failed to duly perform the aforementioned

contract.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main

BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of Malawi Zambia

Transfrontier Conservation Area Project (project-executing agency/purchaser), BMZ # 201567320.

[For guarantees issued in local currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to [Insert the account on

which payments are to be made], for the account of [Insert name of the Purchaser and the

Purchaser’s country].

This guarantee shall expire no later than ..............................................

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total

amount to be claimed hereunder.

This guarantee is governed by the laws of ..............................................

.................................................................................................................................

.................................................................................................................................

Place, date Guarantor
Annexure D: Letter of Intent to issue a Performance Bond

Address of guarantor bank:

..............................................................................................................
..............................................................................................................

Address of beneficiary (contracting agency):

..............................................................................................................
..............................................................................................................

In the event that .................................................................................. ("Contractor") is awarded a contract for

..............................................................................................................

(Project, object of contract)

we, the undersigned .................................................................................. (Guarantor),

hereby undertake to provide a performance bond for 10 % of the contract price, in accordance with
the format specified in Annexure B1 of this tender document.

Signed:

..............................................................................................................
..............................................................................................................

Place/date Guarantor
Annex E: Advance Payment Security

Advance Payment Security

Beneficiary: [Insert name and Address of Purchaser]

Date: [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [Insert name and address of contractor, which in the case of a joint venture shall be the name and address of the joint venture] (hereinafter called “the Applicant”) has entered into Contract No. [Insert reference number of the contract] dated [Insert contract date] with the Beneficiary, for the execution of [Insert object of the contract and brief description of Works] (hereinafter called “the Contract”). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [Insert amount and currency in words and figures], representing [Insert percentage in words and figures] % of the contract price, is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of [Insert guarantee amount and currency in words and figures] upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Applicant on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

[For guarantees issued in foreign currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to: KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of Malawi Zambia TFCA Project, Malawi.

[For guarantees issued in local currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to: Malawi Zambia TFCA Project, Account Number 0000017931498, NBS Bank, Mzuzu, Malawi, for the account Malawi Zambia TFCA Project, Malawi.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) per cent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the [Insert date], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date, by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]

Place, date Guarantor’s authorized signature(s)
Annex F: Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines⁶.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of Malawi.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
(Place) (Date) (Name of company)

........................................................................................................................................
(Signature(s))

⁶ See “Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries” and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries”
Annexure G: Declaration of Association

Project (name and country): _____________

Tender Ref./ Project ID: _____________________

We hereby declare our intent to associate with the following firms for the purpose of forming a [insert here “joint venture” or “consortium”]:

[Insert the names of the other association members here]

[Insert the name of the Lead Contractor] shall be the Lead Contractor.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Contractor appears as an associate in more than one Application, all Applications in which the Contractor appears shall be disqualified.

In the event that this association is awarded a Contract, we shall perform the services in the composition and in the form of cooperation described above.

................................................... ................................................... ...................................................

(Place) (Date) (Name of company)

...................................................

Signature(s)
Annexure H: Declaration on Affiliated Firms

Project (name and country):

Tender Ref./ Project ID:

We hereby declare that [insert the name of the entity submitting the declaration] is an independent construction firm. We do not have any links, other than existing or future cooperation agreements in the field of [insert the main field of the entity’s work], with other firms which may be interested in the execution of the project.

Should we, or the association in which we are members, be awarded the contract, the entities with which we are affiliated, other than the associates or the sub-contractors for this assignment, shall not take part in the project in any other form or reveal information gained during the assignment concerned.

………………………………  ……………………………  ……………………………

(Place)  (Date)  (Name of company)

………………………………

Signature(s)
Annex I: Contact Details of Project Team

<table>
<thead>
<tr>
<th>MALAWI ZAMBIA TFCA MANAGEMENT UNIT REPRESENTATIVE:</th>
<th>PPF REPRESENTATIVE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Barnett Phiri</td>
<td>Mr Arrie van Wyk</td>
</tr>
<tr>
<td>Finance Manager</td>
<td>Senior Project Manager</td>
</tr>
<tr>
<td>Malawi Zambia TFCA Management Unit</td>
<td>Peace Parks Foundation</td>
</tr>
<tr>
<td>PO Box 498</td>
<td>11 Termo Rd</td>
</tr>
<tr>
<td>Mzuzu, Malawi</td>
<td>PO Box 12743</td>
</tr>
<tr>
<td>Email: <a href="mailto:bphiri@peaceparks.org">bphiri@peaceparks.org</a></td>
<td>Die Boord, Stellenbosch 7613</td>
</tr>
<tr>
<td></td>
<td>South Africa</td>
</tr>
<tr>
<td></td>
<td>Fax: +27 21 880 1173</td>
</tr>
<tr>
<td></td>
<td>Email:<a href="mailto:avanwyk@peacepparks.org.za">avanwyk@peacepparks.org.za</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DNPW REPRESENTATIVE:</th>
<th>MALAWI ZAMBIA TFCA MANAGEMENT UNIT REPRESENTATIVE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter Wadi</td>
<td>Mr. Gavin Youldon</td>
</tr>
<tr>
<td>Division Manager</td>
<td>Works Supervisor</td>
</tr>
<tr>
<td>DNPW</td>
<td>Malawi Zambia TFCA Management Unit</td>
</tr>
<tr>
<td>P.O Box 498, Mzuzu, Malawi</td>
<td>PO Box 498</td>
</tr>
<tr>
<td>Email: <a href="mailto:peter.wadi@gmail.com">peter.wadi@gmail.com</a></td>
<td>Mzuzu, Malawi</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:gyouldon@gmail.com">gyouldon@gmail.com</a></td>
</tr>
</tbody>
</table>
Annex J: Map of Vwaza Wildlife Reserve

Locality Map

Figure 1: Vwaza Wildlife Reserve Map
OFFSET ELECTRIFICATION SPECIFICATION - VWAZA MARSH

INTERNAL  EXTERNAL

1800mm
CONSTRUCTION SPECIFICATION GAME FENCE - VWAZA MARSH

1850mm

800mm

450x450mm

STRAINING POLES SPACED AT A MAXIMUM OF 200 METRE INTERVALS
Y STANDARDS SPACED AT 10 METRE INTERVALS
DROPPERS AT 2 METER INTERVALS
FENCE MESH 1800X13/150
Annex L: Environmental Management Plan

This document describes the procedures to be followed by the contractor during the construction phase of the project. (The complete EMP report in PDF format is included and attached to this invitation to tender.)

**Summary of Mitigation Measures:**

The anticipated environmental impacts and proposed mitigation and enhancement measures;

**Table 1: Summary of Mitigation Measures**

<table>
<thead>
<tr>
<th>Environmental Component/Impact</th>
<th>Project Phase</th>
<th>Proposed Mitigation / Enhancement Measures</th>
</tr>
</thead>
</table>
| Destruction of vegetation     | Construction | • Spatial coverage is small however; vegetation clearance should be confined to the minimum area required for the proposed project activities and the related infrastructure.  
• Existing roads should be used for access to minimize vegetation clearance and increasing ecological footprint. |
| Soil erosion                  | Construction | • Excavation activities should be limited to the proposed fence line only.  
• Ensure that dug trenches are well compacted following completion of works. |
| Air pollution (generation of dust) | Construction | • Adequate dust suppressant measures including regular sprinkling of water especially on loose soil.  
• Movement of construction vehicles should be controlled in order to reduce the impact of increased dust pollution.  
• All construction haul trucks should be covered to prevent dust generation and materials from falling on the road during transportation.  
• Workers should be provided with adequate protective clothing to prevent them from contracting respiratory and dust related diseases. |
<table>
<thead>
<tr>
<th>Environmental Component/Impact</th>
<th>Project Phase</th>
<th>Proposed Mitigation / Enhancement Measures</th>
</tr>
</thead>
</table>
| Noise pollution and vibrations | Construction           | • Excavations should be limited to day time around the project site to achieve minimal noise disturbance.  
• Machinery when not in use should always be switched off to prevent unnecessary noise and environmental pollution.  
• Use appropriate machinery to minimize noise levels and vibrations.  
• Workers should be provided with ear plugs and mufflers to minimize the impact of noise  
• Workers should be engaged in diversified activities to avoid prolonged exposure to noise levels of more than 85Dba per 8-hour shift.  
• Minimize use of radios or sound systems on site and at the contractor’s compound.  
• Work hours to be restricted to 06:30AM-18:00PM Monday – Friday; Saturdays, and occasionally on Sundays and public holidays shall be at the discretion of the contractor. |
| Land pollution                 | Pre-Construction & Construction | • Skips and bins covered for waste collection should be strategically placed around the construction site.  
• Building rubble to be disposed at the designated landfill sites.  
• Adequate mobile chemical toilets by licensed waste management company should be made available to cater for workers while on site which should be disposed of at least twice a week depending on the frequency of use.  
• Solid waste generated should be stored separately to enable recyclers to collect specific stream of waste for recycling.  
• Contaminated spoil should be separated and stockpiled at an appropriate location prior to collection by licensed waste management company. |
<table>
<thead>
<tr>
<th>Environmental Component/Impact</th>
<th>Project Phase</th>
<th>Proposed Mitigation / Enhancement Measures</th>
</tr>
</thead>
</table>
| Potential soil, surface runoff and ground water pollution from accidental spillages | Construction | • Construction activities should be restricted to the confines of the proposed project development site.  
• Potable spill containment and clean up equipment should be provided at the project site.  
• In the event of a spill, the contractor shall take prompt action to clear the polluted area and prevent the spread of pollutants.  
• Maintenance and repairs of vehicles should be carried out in a manner that contamination of soil and ground water can be avoided.  
• Cleaning of cement / concrete mixing equipment would be carried out in such a way so as to prevent effluent from being discharged into the ground.  
• All fuel lubricants must be stored in bunded areas,  
• All vehicles and machinery should be serviced at a workshop, not at the construction site.  
• Spillages of hydrocarbon products must be cleaned using the appropriate cleaning absorbents such as peat sob, which absorbs and breaks the hydrocarbon products into its elementary elements, thus making it biodegradable. This should be done immediately once a spill occurs. |
| Disturbance of soil structure, removal of topsoil | Construction | • Top soil to be removed and stockpiled for reuse during landscaping. |
| Increased waste generation and improper waste disposal | Construction | • Do not leave cement bags, paint containers, plastics etc. lying around the reserve.  
• Collect and store waste in designated areas such as skips/ bins/ transfer stations.  
• Engage registered /licensed waste carriers to collect waste. |
| Potential Fire risk and Explosion at the site | Fire Operation | • Fire training and evacuation procedures will need to be inculcated in the workforce.  
• Fire Extinguisher and Fire Hydrants at the site must be provided  
• Provide fire sand buckets at the site  
• Provide emergency contact numbers for Fire Department and |
<table>
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<tr>
<th>Environmental Component/Impact</th>
<th>Project Phase</th>
<th>Proposed Mitigation / Enhancement Measures</th>
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</table>
| Disturbance to wildlife and birdlife | Construction | - Minimize activities that could lead to habitat destruction such as tree cutting outside the designated plot/site to be developed.  
- Minimize noise and activities that could disturb wildlife. Avoid working at night and early morning.  
- The timing of construction activities should be such that the breeding seasons are avoided.  
- The Contractor and his crew to follow the DNPW Regulations for what is expected of visitors to the Reserve. |
| Land pollution | Operation | - The facility should use a “Bio-Box” sewerage reticulation system for disposal of liquid waste.  
- Adequate number of bins/skips should be provided within and around the site and waste should be disposed regularly.  
- The bins should be clearly marked with the type of waste for easy identification.  
- The disposal of waste should be undertaken by a licensed and registered waste management company. |

**Social Aspects**

| Potential spread of diseases, social disruption and work related injuries | Construction / Operation | - Health issues including HIV/AIDS, Tsetse and safety education should be provided to all workers on the project at least on a monthly basis for the duration of the construction phase  
- At least one First Aid Box stocked to the specifications should be readily available on site all times.  
- Condom dispensers filled with condoms daily should be placed at the contractor’s office, toilets and change rooms.  
- Protective clothing should be provided to all staff that would be employed at the construction site.  
- Educational meetings and workshops to conscientize the employees on matters of social and cultural attrition should be done.  
- Put reflective tape on all open trenches to avoid accidents |
<table>
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<tr>
<th>Environmental Component/Impact</th>
<th>Project Phase</th>
<th>Proposed Mitigation / Enhancement Measures</th>
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</thead>
</table>
| Human health effects of exposure and handling of chemicals | Construction / Operation | • Education on Safety measures and regulations for all the workers must be carried out.  
• Staff to wear protective clothing.  
• Safe and secure storage facilities for the chemicals must be made available.  
• Provide a fully stocked First Aid Kit at the site.  
• Provide regular First Aid training to all the employees  
• Regular monitoring must be carried out. |
| Energy use and consumption | Operation | • Equipping of all buildings with energy efficient bulbs, halogen and incandescent lamps should be encouraged.  
• Solar Power and solar lights should be installed at the premises as energy saving measure and back up in case of load shading by ESCOM. |

**Economic Aspects**

| Job opportunities | Construction | • Recruitment in terms of the provisions of the Malawi’s Employment Act  
• Capacitate employees with relevant training.  
• Priority should be given to local companies and individuals  
• Advertise professional for jobs on local newspapers |
| Enhancement of local economy. | Construction | • The project will contribute to the national economy through taxes and other fees collected by DNPW staff;  
• Ensure that there are no delays in the implementation of the proposed project. The developer is encouraged to purchase goods and supplies from shops in the region. |
## Annex M: Administrative Compliance Grid

[Office use only, not for completion by tenderers]

<table>
<thead>
<tr>
<th>Tender no.</th>
<th>Name of tenderer</th>
<th>Required forms completed/attached?</th>
<th>Other required documents attached?</th>
<th>Other administrative requirements met?</th>
<th>Certificate of bid clarification meeting signed by the Consultant?</th>
<th>Declaration of undertaking signed?</th>
<th>Accept or reject?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1. Information on Tenderer (part 2)</td>
<td>1. Registration &amp; regulatory compliance forms</td>
<td>1. Submission on time</td>
<td>1. Signed certificate attached?</td>
<td>1. Duly signed declaration attached?</td>
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<td>2. Construction, supplier, creditor referees</td>
<td>2. Eligibility</td>
<td>2. Format, signing</td>
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<td>4. Language</td>
<td>4. Envelopes</td>
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<tr>
<td></td>
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<td></td>
<td>5. Format, signing</td>
<td>5. Envelopes</td>
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</tbody>
</table>

Evaluator’s name

Evaluator’s signature

Date

Evaluator’s name

Evaluator’s signature

Date
### Annex N: Technical Compliance Grids

[Office use only, not for completion by tenderers]

<table>
<thead>
<tr>
<th>Tender no.</th>
<th>Name of tenderer</th>
<th>Economic / financial capacity acceptable? (Minimum turnover of Eur1 Million.)</th>
<th>Adequate plant and equipment? (As per specified list)</th>
<th>Professional experience acceptable? (3 previous similar projects of &gt;Eur 350,000 of the last 8 years)</th>
<th>Adequate human resources? (As per schedule of Human Resources)</th>
<th>Construction programme acceptable? (within the contract period)</th>
<th>Acceptable labour relations? (As per schedule on labour relations)</th>
<th>Compliant with technical specs?</th>
<th>Bid compliant? (Yes/No)</th>
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Technical compliance shall be determined based on the information provided by the tenderers (see Part 2 information on tenderer) including consideration of the specified minimum requirements.

Evaluator's name

Evaluator's signature

Date
Annex O: Financial Compliance Grid

[Office use only, not for completion by tenderers]

<table>
<thead>
<tr>
<th>Tender no.</th>
<th>Name of tenderer</th>
<th>Tender amount (Excl Taxes) (b)</th>
<th>Calculati on errors (value?)</th>
<th>Difference between (a) and (b) in % (within ± 15% of (a)) (exceptional deviation from industry norm may lead to disqualification)</th>
<th>Unit rate indicated? (If not may lead to disqualification)</th>
<th>Provisional and General (P&amp;Gs) % of tender amount (within industry norm)</th>
<th>Profit &amp; attendance % of sub-contract amounts (within industry norm)</th>
<th>Front loading of tender amount (may lead to disqualification)</th>
<th>Units rates market related (within industry norm)</th>
<th>Accept or reject</th>
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Evaluator's name
Evaluator’s signature
Date
PART 2: INFORMATION ON TENDERER

Ownership Information

**Company ownership:**

1. Attach a brief overview of your company in organogram format showing major associated share-holding structures (if any circle Yes; if single shareholder, circle No)

   YES/NO

<table>
<thead>
<tr>
<th>No.1</th>
<th>No.2</th>
<th>No.3</th>
<th>No.4</th>
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<tbody>
<tr>
<td>Full name</td>
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<td>Contact details</td>
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<td>Other companies</td>
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<tr>
<td>Other names</td>
<td>trading</td>
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</table>

2. **Capital Structure:**

   Insert total equity capital: [Currency].................................

   Capital owned by Malawi company: [Currency].................................

   Capital owned by foreigners/foreign company: [Currency]..............

3. Names and particulars of local company directors/shareholders (if space insufficient, add attachment):

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<th>No.1</th>
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<td>Other names</td>
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</table>
4. Does your company have foreign shareholders? (Circle Yes; if no foreign shareholders circle No): YES/ NO

<table>
<thead>
<tr>
<th>No.</th>
<th>Names of foreign shareholders</th>
<th>Origin</th>
<th>Details of presence in Malawi</th>
<th>Duration of local holdings</th>
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</table>

5. Particulars of business: state nature of activities:

･････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････････
Schedule of Human Resources

The tenderer is required to furnish the following particulars and submit a staff organogram. Failure to do so in any respects will result in the tenderer being considered as a new contractor without previous experience.

1. **Management / Senior administrative staff in employ:** (Further names can be attached on sheet in same format)

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Designated position</th>
<th>Qualifications</th>
<th>Brief resume of experience &amp; involvement in stated projects</th>
<th>Length of service with firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>
2. **Professional / technical staff in employ:** (Further names can be attached on sheet in same format)

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<tr>
<th>No. 1</th>
<th>No. 2</th>
<th>No. 3</th>
<th>No. 4</th>
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<tr>
<td>Name:</td>
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<tr>
<td>Designated position:</td>
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<tr>
<td>Qualifications: Minimum of Diploma in a related field</td>
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<tr>
<td>Brief resume of experience &amp; involvement in stated projects: (minimum of 10 years’ experience, attach brief CV)</td>
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<tr>
<td>Length of service with firm: (2 years minimum)</td>
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3. **Skilled technicians in employ:**

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<th>CATEGORIES</th>
<th>NUMBERS</th>
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</table>
4. Unskilled artisans/ labourers in employ:

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<th>CATEGORIES</th>
<th>NUMBERS</th>
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5. Proposed sub-contractors: (note if outsourced or within parent company)

<table>
<thead>
<tr>
<th>TRADE</th>
<th>NAME OF SUB-CONTRACTOR</th>
<th>REFERENC E NAME</th>
<th>PROJECT EXPERIENCE (3 PROJECTS OF &gt;EUR 10,000)</th>
<th>CONTACT DETAILS</th>
<th>OUT SOURED YES/NO?</th>
<th>IF YES, % OF TOTAL TENDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete, formwork, reinforcing</td>
<td></td>
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<td></td>
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<tr>
<td>Mast rigging</td>
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<tr>
<td>RF cabling</td>
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<tr>
<td>General building work</td>
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<tr>
<td>Other (specify):</td>
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</table>
6. **Total human resources:**

<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th>TOTAL NUMBER EMPLOYED (Minimum)</th>
<th>MINIMUM % REQUIRED TO THE COMPLETION TIME</th>
<th>% ALREADY COMMITTED TO OTHER PROJECTS FOR NEXT 12 MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing director</td>
<td>1</td>
<td>10</td>
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<tr>
<td>Contract manager</td>
<td>1</td>
<td>50</td>
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</tr>
<tr>
<td>Quantity Surveyor</td>
<td>2</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Site Agent</td>
<td>1</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Foremen/Supervisors</td>
<td>2</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Gang leaders</td>
<td>4</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Artisans</td>
<td></td>
<td></td>
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<tr>
<td>Skilled labourers</td>
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<tr>
<td>Unskilled labourers</td>
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<tr>
<td>Total female</td>
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<td>Total male</td>
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<td>Total handicapped</td>
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<tr>
<td>Other (specify):</td>
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</tbody>
</table>
Schedule of Plant & Equipment

The tenderer is requested to furnish the following particulars. Failure to do so in any respects will result in the tenderer being considered as a new contractor without required equipment or workshop.

1. **Construction- plant and equipment:**

   Furnish details of total plant and equipment resources (relevant to this project) owned by tender company and/or associated facilities-owning company as follows:

<table>
<thead>
<tr>
<th>ITEM OF PLANT</th>
<th>OWNERSHIP</th>
<th>TOTAL NO USABLE</th>
<th>% ALREADY COMMITTED TO OTHER PROJECTS FOR NEXT 12 MONTHS</th>
</tr>
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<tbody>
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</tbody>
</table>

   *- As a minimum, tenderers must have ownership or access to the following plant and equipment:

   a. Dump level – 10 No.
   b. Generator – 2 No.
   c. Excavator – 2 No.
   d. Concrete mixer – 4No.
   e. Poker – 4No.
   f. Compactor – 2No.
   g. 4 x 4 tipper truck – 2No.
   h. Roller – 2 No.
   i. 4 x 4 pickup truck 4 No.
   j. Tractor and Trailer – 1 No.
2. **Workshop and building yards:**

   Furnish details of total workshop and building yard resources owned by tendering company and/or associated plant-owning company as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>LOCATION</th>
<th>OWNERSHIP</th>
<th>AREA (m²) USED</th>
<th>AREA (m²) OCCUPIED</th>
<th>AREA (m²) BUILT</th>
<th>% ALREADY COMMITTED TO OTHER PROJECTS FOR NEXT 12 MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacture</td>
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<td>Office</td>
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<tr>
<td>Storage</td>
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</table>

3. **Other:**

   Furnish details of any other resources you might think relevant below:

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   ………………………………………………………………………………………………………………………………………………………………
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Tenderers are to furnish the following particulars. Failure to do so in any respect will result in the tenderer being considered as a new contractor without previous experience.

* As a minimum, tenderers must have successfully managed and completed at least three construction projects in remote areas within the last five years and each project with value exceeding Eur350,000.00

1. **List of successfully completed past construction projects valued above Euro 350,000.00 in the last 5-years:**
   (Attach a list if space is insufficient)

<table>
<thead>
<tr>
<th>No.</th>
<th>Project name</th>
<th>Place</th>
<th>Client</th>
<th>Contact details</th>
<th>Principal Agent</th>
<th>Contact details</th>
<th>Start date</th>
<th>Completion date</th>
<th>Contract amount (Eur)</th>
<th>Monthly turnover (Eur) (average &amp; peak)</th>
<th>Short project description</th>
<th>Relevance</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.1</td>
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<td>No.2</td>
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<td>No.3</td>
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</tbody>
</table>
2. List of current/imminent projects, incl. other projects currently tendering for: (attach list if space insufficient)

<table>
<thead>
<tr>
<th>No.</th>
<th>Project name</th>
<th>Place</th>
<th>Client</th>
<th>Contact details</th>
<th>Principal Agent</th>
<th>Contact details</th>
<th>Start date</th>
<th>Completion date</th>
<th>Value (Eur)</th>
<th>Monthly turnover (Euro) (average &amp; peak)</th>
<th>Short project description</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.1</td>
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<td>No.3</td>
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</tbody>
</table>
3. **List of successfully completed past construction projects valued above Euro350,000.00 in Southern African Development Community (SADC), not mentioned above:**

(Attach a list if space is insufficient)

<table>
<thead>
<tr>
<th>No.</th>
<th>Project name:</th>
<th>Place:</th>
<th>Client:</th>
<th>Contact details:</th>
<th>Principal Agent:</th>
<th>Contact details:</th>
<th>Start date:</th>
<th>Completion date:</th>
<th>Value(Euro):</th>
<th>Monthly turnover(Euro): (average &amp; peak)</th>
<th>Short project description:</th>
<th>Relevance:</th>
</tr>
</thead>
<tbody>
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<td>No.1</td>
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<td>A: P:</td>
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<td>No.2</td>
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<td>A: P:</td>
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<tr>
<td>No.3</td>
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<td></td>
<td></td>
<td></td>
<td>A: P:</td>
<td></td>
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</tbody>
</table>
4. **Summary of total current commitments:**

Provide details of all the projects currently being carried out or to be commenced within the next 6 months by the applicant company, stating:

a) Total number of projects: 

b) Gross present value (Euro):

c) Latest date of completion:

d) Average monthly turnover for all projects combined (Euro):

5. **Undertaking:**

I / We hereby certify that the above-mentioned additional particulars are fundamentally correct in all respects and furthermore I / we confirm that, having regard to the commitments on which I / we am / are at present engaged, I / we shall be able to complete these works within the specified contract period, should the contract be awarded to me/ us.

Date: 

Signature(s) of tenderer(s): 

Labour Relations & Training

**Note:** Yes or no answers will not necessarily result in the tender being disqualified, but provides additional information on the quality of tenderers (a minimum of 50% of yes will be required).

1. Do you have any current wage determinations in terms of agreements or laws regulating wages or terms of employment of your employees currently in force? **Yes/ No**
   If yes provide details:
   ................................................................................................................................................
   ................................................................................................................................................
   .................................................................

2. Are your employees employed in terms of a written employment contract? **Yes/ No**

3. Do you have a formal written grievance procedure? **Yes/ No**

4. Do you have a formal written disciplinary code? **Yes/ No**

5. Have you ever been convicted for an employment or labour related offence? **Yes/ No**
   If yes provide details:
   ................................................................................................................................................
   ................................................................................................................................................
   .................................................................

6. **Do you have any staff training programmes?** **Yes/ No**
   Attach documentary evidence of structured training programmes/apprenticeship courses of approved standards for labour/technical staff; and/or management/specialised training for women/handicapped people; and/or other programmes/activities benefiting disadvantaged Malawi citizens; and/or sponsorship or bursaries, etc. provided to local Vocational Training Centres.

7. Other aspects about labour relations you wish to mention. Give details.
   ................................................................................................................................................
   ................................................................................................................................................
   ................................................................................................................................................
   ................................................................................................................................................
   .................................................................
### Suppliers & Credit Referees

**A. Suppliers:** Provide a minimum of three supplier’s referees.

<table>
<thead>
<tr>
<th>Firm’s Name &amp; Contact Person</th>
<th>Email, telephone &amp; Facsimile number (including area code)</th>
<th>Credit limit (Euro)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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</tr>
</tbody>
</table>

**B. Other Creditors:** Provide a minimum of three creditors’ referees

<table>
<thead>
<tr>
<th>Firm’s Name &amp; Contact Person</th>
<th>Email, telephone &amp; Facsimile number (including area code)</th>
<th>Credit limit (Euro)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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</tbody>
</table>
2. .................................................. .................................................. ..................................................

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3. .................................................. .................................................. ..................................................

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1. The tenderer must give consent to the project executing agency to contact his / her respective bank for an **official written** Bank Rating in order to establish whether financial commitment could meet the tendered requirement. **Failure to comply with this may invalidate the tender.**

I / We hereby authorize the Client to obtain my/our Bank Rating in **writing**:

- **Bank name:** ..............................................................
- **Bank manager:** ......................................................
- **Account number:** ....................................................
- **Type of account:** ...................................................
- **Branch and branch code:** ........................................
- **Contact person at bank:** ...........................................
- **Email address:** ......................................................
- **Telephone No:** .....................................................
- **City / Town:** ..........................................................

**Signature of account holder:** ........................................

Please Note:  (Only Rating Codes **A, B and C** are acceptable)

**The bank rating codes are:**
- A = Undoubted for the amount of your enquiry.
- B = Good for the amount of your enquiry.
- C = Good for the amount quoted if strictly in the way of business.
- D = Fair trade risk for the amount of your enquiry.
- E = Figures considered too high.
- F = Financial status unknown.
- G = Paper occasionally dishonoured.
2. The tenderer must also submit a letter of intent from his/her Bank to provide the required performance guarantee, as per the templates attached to this Invitation to tender, within 14 calendar days of being requested by the Employer.

3. **Insurance**: All insurance policies must be underwritten by Southern African insurance brokers:

   Name of insurer: ..............................................................................................................

   Name of insurance broker..............................................................................................

   Contact details & telephone numbers:...........................................................................

   Amounts of current limits of indemnity for public liability (EURO):..............................

   Amounts of current limits of indemnity for contractor’s all risks policy (EURO):............
The tenderer must propose an outline project programme, either in bar chart format as proposed below or in another practical format such as Microsoft Project or Microsoft Excel, listing all activities he/she considers necessary to the successful completion of the project:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>Dates</th>
<th>Dates</th>
<th>Dates</th>
<th>Dates</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement</td>
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<tr>
<td>Site estab.</td>
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<tr>
<td>Setting out</td>
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<tr>
<td>Excavations</td>
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<tr>
<td>Foundations</td>
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<tr>
<td>Surface beds</td>
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<tr>
<td>Etc.</td>
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</tbody>
</table>
**Schedule of Support & Service Content (Organisation)**

1. **Location of available servicing and maintenance facilities:**
   
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
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2. **Description of available repair and maintenance services from these facilities:**

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   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
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   ........................................................................................................................................

3. **Repair and service personnel available at these facilities**

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   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
PART 3: CONDITIONS OF CONTRACT & RELATED ASPECTS

Contents

Part 3.1 Conditions of Contract
Part 3.2 Special Conditions of Contract
Part 3.3 Occupational Health and Safety Conditions
Part 3.4 Form of Agreement
PART 3.1: General conditions of contract

The successful tenderer shall enter into a direct contract agreement with the Employer.

The General Conditions of Contract applicable to this contract will be the FIDIC Short Form of Contract, The Green Book (1999), as published by, and obtainable from, the International Federation of Consulting Engineers.
PART 3.2: Special conditions of contract

The following clauses amplify General Conditions of contract and highlight areas that are of particular relevance to Works as described in this document. Clauses refer to the clauses in the General Conditions of Contract and serves to supply the information referred to in the Appendix to the general Conditions.

Clause 1.1.1 Priority of Documents

The various documents constituting the Contract, shall rank in the following order of precedence:

1. Form of Tender
2. Special or Particular Conditions of Contract
3. General Conditions of Contract
4. Project Specification
5. Drawings
6. Equipment and design information provided by the Contractor
7. Schedules of Prices
8. Standard Specifications
9. Tender document, including all completed schedules
10. Environmental Management Plan
11. Duly signed Declaration of Undertaking
12. Relevant guarantees (strictly in the format as attached in the conditions of tender)

Clause 1.1.4 Employer:

The Employer is the Malawi-Zambia Trans-frontier Conservation Area (Malawi Zambia TFCA) Management Unit, represented by The Peace Parks Foundation, 11 Termo Rd, Techno Park, Stellenbosch, South Africa.

Clause 1.1.9 Time for Completion

As stated in the Contractor’s tender offer:

.................................................................Weeks

(Contractor to complete and read in conjunction with his tendered time schedule)

Clause 1.4 Law of the Contract

The governing law of the contract shall be the Law of the country in which the particular portion of the work is executed.
Clause 1.5 Language

The ruling language of the contract shall be English.

Clause 2.1 Provision of Site

The different site positions are available immediately with no practical restriction.

Clause 3.1 Authorised Person

The authorised person from the Employer shall be Mr A van Wyk from Peace Parks Foundation.

Clause 3.2 Employer’s Representative

The authorised person(s) or entity appointed by the Employer to represent him during the project as Project Engineer and act on his behalf is:

Gavin Youldon (Works Supervisor), or any engineer that might be appointed by the Employer during the course of the contract.

Clause 4.4 Performance Security

A performance security to the amount of 10% of the tendered contract amount shall be submitted as per the requirements of this clause. The proforma form is supplied as Part 1 Annex C. The currency of the bond shall be in EURO. The security shall be valid up to 60 days after issue of the Practical Completion Certificate, or signed agreement of final statement of account, whichever date is later. This is to be read in conjunction with Clause 11.3.

Clause 5.1 Requirements for Contractor’s Design

The design provided as per this document is generic and might require amendment in accordance with the specific characteristics of the equipment offered by the Contractor. If so, this shall be clearly stated in the offer and details provided.

Clause 7.1 Time for Submission

A final proposed construction time programme shall be provided within 14 days of the Contractor’s appointment.
Clause 7.2  Form of Time Programme

The time programme shall be provided in the form of an understandable Gantt chart, or similar.

Clause 7.4  Amount Payable for Failure to Complete

The amount payable shall be calculated as \( \frac{1}{14} \) of a percent of the contract amount per day, to a maximum of 5% of the contract amount.

Clause 9.1 & 11.5  Period for Notifying Defects

365 days, calculated from the date stated in the notice under Sub-Clause 8.2.

Clause 10.2  Variation Procedure – Day-work rates

Day-work rates shall be supplied by the Contractor to be utilised to calculate variations not covered by the itemised rates in the Schedule of Prices and Rates.

Clause 11.1  Valuation of the Works

The Works shall be valued and priced as a lump sum contract, with a schedule of rates

Clause 11.2  Percentage Value of Material & Plant

The relative values shall be based on the itemised price schedule, as per Part 7 of the tender document

Clause 11.3  Percentage of Retention

The % of retention shall be 10% throughout, until Practical Completion and Handover, at which point it shall be reduced to 2.5%. It shall then remain at 2.5% until Final Handover after the 365 day Defects Period.

Clause 11.7  Currency of Payment:

Payments shall be made in EURO.

Clause 11.8  Rates of Interest:
The rate of interest for delayed payment shall be calculated at the current SA prime bank rate + 1%, per annum.

Clause 14.1 Insurance of Works:

The Contractor shall arrange for full insurance of the works, as follows:
The Works, plant & material: Amount as per the Agreement + 15%
Own equipment: Full replacement cost
Third Party Injury to persons and damage to property: Min. EUR 1 000 000
Workers and Labour: As required by labour law of the particular country and agreements

Clause 15.3 Arbitration

In case of arbitration the parties agree that:
The rules of the United Nations Commission on International Trade Law (UNCITRAL) shall apply;
The Appointing Authority shall be the National Construction Industry Council of Malawi (NCIC), or his nominee at the request of either party.;
The Place of Arbitration shall be Mzuzu, Malawi
The procedures to be followed will be as set out in the Rules for Adjudication as per the main Conditions of Contract, as referred to in Clause 15.1

Clause 15, 16 and 30 Defects Liability period:

Defects Liability Period is Twelve Calendar Months extended to include a full rainy season.

Clause 20(A) Percentage to cover Professional fees

Fifteen Percent

Clause 21 Date of Possession and Date of Completion

To be agreed at contract signing

Clause 22 Liquidated and Ascertained Damages

contract sum X 25%

365 Days per day or part thereof

Clause 26 Period of delay

Three Months
Clause 27(g) Prime Cost Sum for which the contractor desires to tender

Electrical Construction

Clause 30(1) Period of Interim Certificate

One Month

Clause 30(1) Period of Honouring of Certificates

Thirty days from presentation

Clause 30(3) Percentage Certified Value Retained

10%

Clause 30(3) Limit of Retention Fund

5%

Clause 30(4B) Name of Bank or Building Society

KfW, Frankfurt am Main BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00,

Period of Final Measurement and Valuation

6 months from day named in the Certificate of Practical Completion of Works.
Particular Conditions:

Clause PC1 Compliance with Labour Law:
All relevant labour legislation in the country of operation shall be complied with.

Clause PC2 Advance and Progress Payments:
Advance payment of 10% of the contract amount will be made against a Bank Guarantee in the currency of the bid and in the form of unconditional bank guarantee in the original format as provided in Annex E. No progress payments shall be made until equipment is delivered to site. Tenderers shall note that payment for equipment delivered to site, but uncommissioned, will not exceed 70% of the itemised amounts as stated in the Price Schedules.

Clause PC3 Payment in Foreign Currencies:
The amounts relevant for foreign exchange payments are to be listed in the Price Schedules, if any.

Clause PC4 Changes in Cost and Legislation:
Changes in labour costs due to reasons other than statutory shall not cause any contract price variation.

Should any changes in legislation affect the contract price, the contractor shall be required to provide documentary proof.

Clause PC5 Customs and Import Duties:
Payment of import and customs duties shall be the responsibility of the Contractor. Any statutory induced variation of these rates shall cause adjustment in the contract price. Variation shall be effected on the basis of documentary proof.

The Employer will not be liable to pay any import, customs and excise duties, taxes and levies included in the contract price. Such import, customs and excise duties, taxes and levies, if included in the contract price will be paid or exempted by the Malawi authorities.

Clause PC6 Demonstrate Performance
The Contractor shall be required to demonstrate satisfactory performance of all components working together as a complete system, before the engineer will be prepared to accept the equipment as being to specification.

Tenderers shall state categorically, whether or not, the equipment offered is precisely in accordance with this specification. If there is any departure there from whatsoever, either in content or in operation, Tenderers shall provide a statement with their offers detailing each and every respect in which the equipment offered differs from this specification.

Clause PC7 Termination of Acceptance Tests
No maintenance, repair or adjustment of any item under test will be permitted during its test period. Should maintenance, repair of adjustment of any equipment item become essential and have to be done during the overall test the test on that equipment item will be terminated and it will then be recommenced for the item after repair or adjustment. Such recommenced tests on equipment item shall run for the full test period, starting again from the recommencement of the test on the item in question.

Should the failure, however, of the equipment under test be attributed to one of the following conditions, the test will be resumed, as soon as the equipment if repaired and rendered operational; then credit will be given for the satisfactory operational period, prior to failure:

(a) Failure due to an abnormally extended period of lack of sunshine, if a solar charger issued as a source of power to charge the battery supply for the equipment.
(b) Failure due to malicious damage by persons known or unknown.

(c) Failure of equipment arising as the result of a direct lightning strike on the structure in which it is installed.

Where the failure of the equipment under test cannot be attributed to any of the above conditions, the test will be recommended anew, without any credit being allowed for prior satisfactory performance, as soon as the equipment has been repaired and rendered fully operational again.

If the test period on an item of equipment has to be terminated for the third time, and the reason for the failure cannot be attributed to any of the above conditions, the Engineer may reject the equipment and insist on replacement by equipment conforming to specification.

PC8 Test Certificates
Certificates of all tests on materials and components are to be forwarded to the Consultant, as the Employer’s representative, immediately on completion of the tests.

PC9 Deviations from Specifications
Should it be found, at any stage in the provision of these services, that the equipment supplied differs in any respect from what is specified, or that any installation, as a whole or in part, does not provide the specified performance, save that the contractor had unequivocally proclaimed in writing in his tender offer each and every departure from the specification by his equipment or in its performance and, save that such departure(s) was (were) accepted by the Engineer in his adjudication, then none of such equipment will be accepted and it may be returned to the Contractor at his expense. It shall then be modified to make it comply in all respects and, until this has been done to the complete satisfaction of the Engineer, no acceptance test will be allowed to commence, or, if one has already started, to continue.

PC10 Cost of Repair
During the contract period of maintenance, the Contractor shall accept the full cost of replacing or repairing all items of equipment, which fail for any reason whatsoever which cannot properly, in the engineer’s opinion, be attributed to fair wear and tear.

PC11 Sub-Contractors and Origin of Equipment
The Contractor will be held responsible for all the equipment supplied and the Engineer will not negotiate on any matter with a Sub-Contractor. Contractors shall state the make, suppliers and countries of origin of all major items of equipment purchased for the installation.

PC12 Prejudicing of Rights
No sum paid on account by the Employer shall affect or prejudice his rights against the Contractor or relieve the Contractor of any of his obligations for the due fulfilment of the Contract and the acceptance by the Contractor of any such sum shall not affect or prejudice the rights of the Contractor against the Employer.

PC13 Inspection Charges
Any charges tendered for checking and reporting to the Engineer on the performances of the equipment installed, which the Contractor shall carry out during the contract maintenance period will be paid after the inspection report has been received by the Engineer. If the Contractor does not provide a figure for these services in his tender offer, then it shall be assumed that the cost involved has been included in the tender offer.

PC14 Documentary Evidence
Documentary evidence to the satisfaction of the Employer of any changes which occur shall be submitted by the Contractor together with proof of the effect such changes have upon the Contract Sum.
PART 3.3: Occupational health and safety conditions

1. The Contractor shall do his due diligence with regards to occupational health and safety requirements for the country of Malawi. The Contractor shall ensure that he familiarises himself with the requirements of the applicable occupational health and safety laws relevant to Malawi and that he, his employees, and any sub-contractors, comply with them.

2. Personal protective equipment shall be issued by the contractor as required and shall be worn at all times.

3. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on, the premises.

4. It shall be noted that the area where the contract is to be executed is an endemic Malaria region. The Contractor shall take all due care that his employees are duly informed about the risk and precautions required and shall provide the necessary clothing, repellents, prophylaxis, as might be required upon medical advice.

5. It shall similarly be noted that HIV/AIDS and Typanosomiasis present a general and common risk in the particular area. The Contractor shall similar ensure that his employees are duly informed about the risks and precautions required.

6. The area where the contract is to be executed is home to snakes and wild animals such as elephants, lions and hyenas. The Contractor shall ensure that his employees are duly informed about the risks and precautions required.

7. The contractor shall assume the responsibility in terms of the occupational health and safety conditions.

8. All work performed on the employer’s premises shall be performed under the close supervision of the contractor’s employees who are to be trained to understand the hazards associated with any work that the contractor performs on the employer’s premises.

9. The contractor shall appoint a competent person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

10. Discipline in the interests of occupational health and safety shall be strictly enforced.

11. Written safe working procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

12. No unsafe equipment/machinery/articles or substances shall be used on the premises.

13. All incidents related to health and safety issues shall be reported by the contractor to the department of labour and the employer.

14. The employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of the relevant laws and into any incident involving a contractor and/or his employees and/or his sub-contractor/s.

15. No use shall be made of any machinery / plant / equipment / substance / personal protective equipment or any other article of the employer without prior arrangement and written approval.

16. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the employer.
PART 3.4: Form of Contract

The General Conditions of Contract applicable to this contract will be the FIDIC Short Form of Contract, The Green Book (1999), as published by, and obtainable from, the International Federation of Consulting Engineers.
PART 4: STANDARD SPECIFICATIONS

Contents

Part 4.1 Standard Specifications for General Requirements and Procedures
Part 4.2 Standard Specifications for the Design, Development,
Production and Installation of Electronic Circuits and Systems
PART 4.1: Standard specification for general requirements and Procedures

Contents

1. General Information
2. Reference Specification
3. Statutory and Regulatory Requirements
4. Material and Workmanship
5. Project Management and Programming
6. As-Built Drawings
7. Operating and Maintenance Manuals
1. **GENERAL INFORMATION**

1.1 This Specification covers the General Requirements regarding material, equipment, construction, testing, commissioning and maintenance of the construction.

1.2 The complete construction shall comply with the requirements of this Specification. Should any discrepancies or contradictions exist between this Specification and the Detail Technical Specification, then the latter shall be implemented and the discrepancy brought to the notice of the Engineer in writing. Should any discrepancies appear between written Specifications, Tenderers shall bring this to the notice of the Engineer in writing.

1.3 All written parts together with other Documents form part of this Specification.

1.4 **Storage of Materials:**
   The Contractor shall provide the necessary storage facilities to ensure that all material and equipment is safely stored and protected against any possible loss or damage.

1.5 **Site Office:**
   A site office is a requirement under this contract. The Contractor shall provide such site office and all other necessary facilities required including Clerk of works office for the proper execution of this Contract. For sizes, etc, the contractor should refer to section one of the Bills of Quantities.

2. **REFERENCE SPECIFICATION**

2.1 The latest revision of any Specification or Code issued by the SABS or other Standards referred to in this Specification, will be applicable.

2.2 The SI (“Le Système International d’Unités”) - Metric System of Units will apply. Refer to SANS - M33A.

3. **STATUTORY AND REGULATORY REQUIREMENTS**

3.1 The Contractor shall ensure that the construction, including all equipment used, is designed, installed and maintained in compliance with the following regulations:

   a) All occupational health and safety and all labour laws required by the country of Malawi.

   b) All on-site requirements and regulation as laid down by the relevant authorities regarding safety, building, electrical, fire, gas, water, traffic and health requirements.

3.2 The latest revision or addition to the abovementioned regulations will apply.

3.3 The Contractor shall exempt the Employer from any claims, losses or expenditures which may rise as a result of the Contractor’s negligence or failure to comply with the abovementioned regulations.

3.4 The abovementioned regulations shall overrule this Specification. However, the Contractor shall not proceed with variations to the construction in order to comply with these regulations, without obtaining written approval thereof from the Engineer.

3.5 The Contractor shall be responsible for all notifications and payments required by any Authority for inspections, tests and supply of any service required for this construction. The
Tenderers are therefore required to fully acquaint themselves with these requirements prior to Tendering.

3.6 The Contractor shall supply and install all notices and warning signs that are required by relevant laws or regulations to the full approval of the Engineer and the applicable authorities. All uncertainties of any such requirements shall be clarified prior to tendering. The cost of all such notices shall be allowed for in the Schedule of Prices or Bills of Quantities, whichever is applicable. Should a separate item not exist in these schedules, the Tenderer shall insert such an item in the schedules, failure to do this shall imply that the cost of such notices have been allowed for in the unit cost of other associate items.

4. MATERIALS AND WORKMANSHIP

4.1 All material and equipment for this construction shall be new, undamaged and of the highest quality as specified.

4.2 All equipment and material shall be of a suitable quality to withstand the conditions on Site. The mentioned conditions including weather conditions and conditions during construction and normal use of the equipment. Where the quality of the equipment is not suitable to withstand the conditions on Site, such equipment shall be protected by the Sub-Contractor for the period until the conditions on site have changed to the situation where additional protection is no longer required.

4.3 The labour used by the Contractor on this construction shall at all times be adequately qualified and experienced for the particular task and shall execute the work in a professional manner to the full satisfaction of the Engineer.

4.4 The Contractor shall obtain the engineer’s approval of all major equipment, prior to placing orders and shall, if requested to do so, provide samples of any material and equipment.

4.5 Under no circumstances may any materials or equipment be ordered or installed other than the equipment offered in the respective Schedules of Information, without obtaining the written approval thereof from the Engineer.

5. PROJECT MANAGEMENT AND PROGRAMMING

The Contractor shall at all times ensure that he has the necessary experience and expertise for the successful internal project management, programming and reporting of the total project.

The programme for the carrying out of the Works shall be submitted in detailed form, covering all significant operations and shall be presented in the form of a bar chart and submitted to the TMU / Consultant within 1 week (7 days) from date of appointment.

The Contractor’s programme shall list each scheduled item of equipment in the Contract and indicate periods for:

- Preparation
- Ordering
- Delivery
- Construction and Installation on Site
- Test on Completion
- Commissioning

The programme shall furthermore clearly indicate the required cashflow, as well as the full details of the planned manpower requirements throughout the project.
The programme shall be updated regularly and the required copies shall be supplied to the Engineer, at least one week prior to each meeting.

A written progress report, clearly indicating the latest progress as well as any deviations from the approved programme, complete with proposals for corrective action, shall be submitted together with the above programme at least one week prior to each meeting.

All procedures to be followed during the execution of the Contract will be determined at a briefing meeting by all concerned parties shortly after the awarding of the Contract. This may take place in the form of a telecom.

6. **“AS-BUILT” DRAWINGS**

Drawings shall be updated as work progresses in order that the “As-Built” drawings on completion reflect the final construction.

The drawings shall be sufficient in detail to enable the Employer’s staff to maintain, dismantle, reassemble and adjust all parts of the works.

Three (3) sets of paper prints and 1 complete set of plastic transparent copies shall be supplied to the Engineer as part of the O & M Manual.

7. **OPERATING AND MAINTENANCE MANUALS**

The Contractor shall prepare and supply O & M manuals for the successful operation and maintenance of the Construction.

The manual shall include (but not be limited to):

a) A list of recommended servicing tools and specialist equipment.

b) A list of spares to be supplied by the Contractor to cover the period of warranty.

c) A priced list of recommended spares necessary for a period of 2 years of operation.

d) A list giving the name and address of the local agent for each item of equipment.

e) A preventative maintenance programme for all equipment.

A draft copy shall be submitted to the TMU / Consultant prior to commencement of commissioning.

Prior to Handing-over the Construction to the Employer, the Contractor shall supply 3 additional manuals which have been updated and include all commissioning data as “As-Built” drawings.

The TMU / Consultant will not issue an “Acceptance Certificate” until in possession of all the approved O & M manuals as well as the approved “as-built” drawings called for in Clause 6 above.

The Construction will not be certified by the consultant as more than 90% completed, until all manuals and “as-built” drawings have been received, therefore resulting in a minimum of 10% of the total Contract sum.

8. **INSPECTION, TESTING, COMMISSIONING AND HANDING OVER**

8.1 **Factory Inspection**

After completion of manufacturing, the Contractor shall fully assemble and test the entire installation as a system, at his premises. Upon completion of these tests all tests shall be repeated in the presence of the Engineer. The Engineer will require a minimum of 2 weeks’ notice prior to these being carried out. Equipment will not be accepted on site, without the Factory Acceptance tests being successfully conducted.
8.2 **First Delivery Inspection – Form A**

After the completion of the installation, the Contractor shall carry out his own internal quality control and functional checks of the installation.

Subsequent to these tests being successful, the engineer will be notified and a first delivery inspection carried out on site.

During the first delivery inspection, all unsatisfactory or outstanding items will be listed. Should the engineer, during the inspection, find that to his discretion the number of outstanding or defective items exceed a total of ten (10), the Contractor will have to request a re-inspection once he has satisfied himself that all outstanding work has been successfully completed.

The Engineer has the right to claim any time and travelling re-inspection costs incurred by him from the Contractor, due to the Contractors’ failure to ensure an adequate stage of completion of the installation.

Following a successful first delivery inspection, a “Form A” will be issued to this effect. A list stating any minor defects will be attached to “Form A”. At this stage, a reasonable time period will be agreed upon by the Engineer and contractor for any required rectification or completion work.

8.3 **Acceptance or Handover Certificate - Form B**

Once the Engineer has received written notice from the Contractor, a final commissioning and handover inspection will be arranged. Such notification from the Contractor shall not be received after expiry of the abovementioned time period.

All site testing specified in the relevant “Standard Specifications” of the various components as well as all commissioning activities shall be carried out in close co-operation with the Engineer.

All testing and commissioning shall be carried out in the presence of the Engineer or his duly authorised representative and shall at all times be thorough and in strict accordance with the specified requirements and approved procedures. All tests carried out without the engineer being duly notified, will be regarded as unofficial and may at the discretion of the Engineer have to be repeated at the cost of the Contractor.

After the satisfactory completion of all tests, acceptance of items as per previously rectified and subject to all the approved O&M manuals and relevant “as-built” drawings being in the possession of the Engineer, an Acceptance Certificate - “Form B” will be issued to the Contractor, which in turn shall signify the commencement of the retention and guarantee period. There shall be no outstanding items at this stage.

A further requirement prior to the issuing of “Form B”, will be the completion of a Training Course for the operators and maintenance staff of the Employer, by the Contractor, on the proper operation and maintenance of the plant.

8.4 **Contract Completion Acceptance Certificate - Form C**

After the expiring of the guarantee period the Engineer will issue a “Completion Certificate - Form C” provided that the Contractor had fulfilled his obligations during this period and that all latent defect items have been rectified.

9 **OPERATOR TRAINING**

9.1 On the completion of all tests to the Engineer’s satisfaction the Contractor shall continue to be responsible for the complete operation and maintenance of the plant for a further period of three weeks during which time instructions shall be given to the Employer’s staff on the proper operation and maintenance of the plant.

Training shall be structured, formal and be done by reference to the operational and maintenance manuals.
9.2 The operation and maintenance of the plant for the duration of the instruction period shall not in any way relieve the Contractor of his responsibility under the terms of Contract.

10. TOOLS AND EQUIPMENT
10.1 The Contractor shall provide all tools and equipment necessary for the proper efficient execution of the work.
10.2 No extra payment will be made for the Contractor’s plant, labour and equipment to complete the work specified.

11. MAINTENANCE TOOLS
11.1 The Contractor shall provide one complete set of all special tools required for testing, dismantling or operating of all items of equipment.
11.2 Duplicate keys shall be provided for all control panels, instrument locks etc.

12. GUARANTEE PERIOD
The Contractor is required to guarantee the complete installation against defective material and workmanship for a minimum period of 12 months after the Acceptance Certificate - “Form B” has been issued by the Engineer. During this period the Contractor will be required to rectify or replace all defective items at his cost.

13. MAINTENANCE PERIOD
The contractor shall comprehensively maintain the installation as part of this Contract for a minimum period of 12 months after the Acceptance Certificate - “Form B” has been issued by the Engineer.

The contractor shall submit a maintenance programme to the Engineer for approval and shall allow for a bi-monthly maintenance visit during this period.

All maintenance shall be done with the attendance of the Employer’s responsible staff, as part of their continued training and involvement with the system. No repairs or maintenance shall be carried out without their knowledge.

Only consumable items such as water, electricity etc. will be paid by the Employer, while all other costs will be for the account of the Contractor and shall be allowed for in the unit costs in the Schedule of Prices.
# FIRST DELIVERY CERTIFICATE - FORM A

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>........................................................................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTALLATION</td>
<td>........................................................................................................</td>
</tr>
<tr>
<td>PORTION</td>
<td>........................................................................................................</td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>........................................................................................................</td>
</tr>
<tr>
<td>REF NO.</td>
<td>........................................................................................................</td>
</tr>
<tr>
<td>DATE</td>
<td>........................................................................................................</td>
</tr>
</tbody>
</table>

With the exception of those items listed on the attached form, we hereby certify the installation is complete and ready for testing and commissioning.

Outstanding items shall be rectified or completed by:

Date: .................................

SIGNED:

........................................................................................................  ........................................................................................................
For Contractor  Date

........................................................................................................  ........................................................................................................
For Engineer  Date

........................................................................................................  ........................................................................................................
For Employer  Date
ACCEPTANCE or HANDOVER CERTIFICATE - FORM B

PROJECT : .................................................................

INSTALLATION : ...........................................................

CONTRACTOR : .............................................................

REF NO. : ........................................................................

1. It is hereby certified that:
   1.1 The construction and commissioning of the installation has been completed to the Engineer’s satisfaction.
   1.2 Two copies of the operating and maintenance manuals complete with “As-built drawings” have been handed over to the Employer.
   1.3 The Employers’ personnel have been trained by the Contractor in respect to the operating and maintenance procedures of the installation.

2. The installation will be taken over by the Employer on ....................... from which date the Employer will be responsible for the operation of the installation and from which date he will arrange for the necessary insurance.

3. The retention, guarantee and maintenance periods come into effect as from this date and will terminate on the following dates:
   Retention period terminates on ................................................
   Guarantee and Maintenance period terminates on ..........................

   Admission to the installation for retention work shall be under full control and authority of the employer and the Contractor shall approach the Employer in order to make arrangements for admission for retention work during the Guarantee and Maintenance period.

4. The Contractor undertakes to fulfil all Contractual obligations punctually during the guarantee and maintenance period.

SIGNED:

.......................................................... ..............................................
For Contractor Date

.......................................................... ..............................................
For Engineer Date

.......................................................... ..............................................
For Employer Date
COMPLETION CERTIFICATE - FORM C

PROJECT : ...............................................................

INSTALLATION : ............................................................

CONTRACTOR : ............................................................

REF NO. : ...............................................................

It is hereby certified that:

1. The full Guarantee Maintenance period for the installation has expired on ........................................ and that the Employer is fully responsible for the maintenance of the installation as from this date.

2. The installation has been re-inspected and all outstanding items and defects have been completely rectified.

3. The Contractor has satisfactorily completed all his contractual commitments in terms of the Specification and Conditions of Contract and the Installation can be regarded as “Complete”.

4. Within seven days of issuing of this Completion Certificate, the Employer will hand back to the Contractor the Surety Bond provided by him for the successful completion of the Installation.

SIGNED:

............................................................
For Contractor            Date
............................................................
For Engineer              Date
............................................................
For Employer              Date
PART 5: PROJECT SPECIFICATIONS

Contents

1. Purpose of construction
2. Scope of work
3. Applicable standards and approval
4. Discrepancies, conflicts and ambiguities
5. Overall design
6. Completion schedule
1. PURPOSE OF CONSTRUCTION

Size and Location

Vwaza Marsh Wildlife Reserve occupies a tract of diverse terrain in Northern Malawi. Its area is 986 km². The reserve comprises a region of hills and pediments in the east, and a region of wetland and alluvium in the west. It is centred upon 11° 00’S, 33° 28’ E. The reserve lies partly in the Rumphi and partly in the Mzimba District of the Northern Region. Its western and part of its northern boundary coincides with the Malawi – Zambia border and is almost contiguous with Lundazi Forest Reserve except for the road that forms the international boundary. Vwaza Marsh Wildlife Reserve is a component of the Malawi-Zambia Trans frontier Conservation Area.

Surrounding Land Use

Land outside the reserve on Malawian side is mostly used for agriculture by smallholder farmers on land occupied according to customary tenure (Customary Land) or medium to large scale commercial farmers on leasehold land (Estate Land). Of the land available about 40% is suitable for agriculture and about 20% of this is occupied by estates. Most of the land adjacent to Vwaza in Zambia is the Lundazi Forest Reserve. There are a few small villages in the northwest adjacent to Mowa. The main crops grown are maize and tobacco with some beans and groundnuts.

Problem Animal Control

Communities report continual depredations of their crops by wildlife from the reserve, particularly hippo in the south, monkeys, baboons, wild pigs and elephants around the reserve. Crop protection methods currently employed do not provide effective service to border zone communities. However, extension workers placed at strategic out posts are able to respond to most of the requests. Main problem species are mainly elephants, wild pigs and hippos. The solar powered electrified fence on the eastern and southern boundary of the reserve provide a good and effective protection of farmlands and people around the reserve.

The objective of electrified game fence is to reduce Human-Wildlife Conflict (HWC) around the reserve.

2. SCOPE OF WORK

The Fence Contractor is expected to undertake the following tasks:

a) erect and supervise the erection of an electrified game proof fence of approximately 70km in length on the Malawian side of the reserve, see distances marked in yellow on the Vwaza Marsh Wildlife Reserve map.

b) train a fencing team comprising of both park staff and local community members in electric fence construction and maintenance. The training will ensure skills transfer to members of DNPW and the communities so that they can monitor and supervise the fence construction in the absence of the Fence Contractor, as well as supervise the maintenance of the fence going forward.

c) Identify and familiarise himself with the boundaries of the reserve and actual fence line as per attached map.

d) Conduct an inventory of material required as per the fence specifications.

e) Liaise closely with the Department of National Parks & Wildlife and the Nyika - Vwaza Association which is a community-based organization working in collaboration with the department on the conservation and management of the reserve for the recruitment of locally sourced working teams. The Fence Contractor may however make use of his core team of supervisors.
f) Manage and supervise the community working team to bush clear the boundaries in preparation for fencing if not already cleared at start of construction.

g) ensure that there is at any time supervision over all the teams.

Further the Contractor shall ensure compliance to all environmental and social safeguards during the construction phase. These shall include but not limited to:

a) Prior permission shall be obtained from the Reserve Manager from DNPW for the cutting of any trees on the fence line and adjacent tracks with a diameter of more than 100cm. The cutting of any other trees is not permitted unless permission is granted.

b) All the waste generated by the construction team shall be disposed of in a waste pit at the camping area. The waste pit shall be at least 1,5m deep. The Fence Contractor shall ensure that the waste pit and adjacent area is kept clean and in a neat state. All the waste generated along the fence shall be carted back to the camp for appropriate disposal. Hazardous waste (e.g., paint and fuel containers) shall be removed from site.

c) A toilet shall be constructed at the main camping area for use by the fencing staff when at camp. During on-site construction shall human waste be appropriately buried by digging a hole with a spade and covered.

d) Prior approval shall be obtained from the Reserve Manager from DNPW for the collection of fire wood from the trees cut during fence line clearing.

e) All the fencing staff shall refrain from any poaching activities.

f) The supervisors shall ensure there is minimal noise during construction to avoid disturbing animals and the surrounding communities.

g) Fire places, whether at the main camping area or on site, must be made secure to prevent unwanted and/or run away fires.

h) The contractor shall ensure that off-cuts from the fence wires are collected and disposed of by the park authority to avoid being used for snaring in the park.

i) The Fence Contractor should take cognizance that he will operate in tsetse infested areas and must act accordingly.

j) Elephants are also present in the area and workers must be made aware of this potential risk.

k) The Fence Contractor should also have a first aid kit on site with at least one suitably qualified person to administer first aid.

2.1 **FENCE SPECIFICATION**

2.1.1 **PATROL ROAD:**

An access/patrol road needs to be opened on both sides of the fence. The total width shouldn’t exceed 7m, allowing 3.5m per side. Due consideration must be given to the removal of trees with specific attention and focus on the sensitivity of this matter. Prior permission must be obtained from the Reserve Manager to remove trees with a diameter of more than 100cm. Stumps must be completely removed to allow for unhindered vehicle access.

2.1.2 **THE FENCE:**

The earmarked electrified fence will be 1.85 m high, the bottom part consisting of Veldspan with an approximate height of 1,838 m. The Veldspan will be secured on top and tied to a high tensile steel...
wire. The fence will be constructed from SABS certified products. All wire to be used must be fully galvanised. See Bill of Quantities under Part 6 below.

2.1.3.

2.1.5. Y Standards must be used to anchor the fence where necessary to prevent upward movement in lower places. Anchor by means of driving a Y Standard into the ground for a depth of at least 1m and tie to the intermediates. It is expected from the fence contractor to secure all the places where the fence is pulled upwards.

2.1.5.1 MAIN GATES

Provision must be made for two main gates at Kazuni and Kawiya Camps.

Each gate or entry point will consist of two double gates.

Both gates will be supported by two double H straining blocks, affixed with cement.

Hot dipped galvanised single vehicle gates 1.85 high and 2.0m wide, of 42 x 2mm pipe, covered with 63mm x 63mm x 2.5mm diamond mesh, with 8mm x 700mm chain and 60mm padlock must be installed at approved access points as indicated by the Client.

All padlocks must be keyed alike.

2.1.5.2 RESOURCE USE GATES

Pedestrian gates shall be provided at strategic places at a preferable interval of 5 kilometres to allow resource users access resources such as water under the resource use program for the community beneficiation. Specifications as per BoQs Part 6

2.1.6. ELECTRICITY

As per BoQ under part 6

2.1.7 WATER CROSSING

The crossing of the two points on the South Rukuru River poses a potential challenge and Fence contractors should advise on suitable strategies to overcome this barrier.

2.1.8 EXCESS MATERIAL

All excess material upon project completion will remain the property of the DNPW and shall be handed over with a handover notes.

3. APPLICABLE STANDARDS AND APPROVAL

3.1 All standards as set out in Part 4.1, shall apply.

4. DISCREPANCIES, CONFLICTS AND AMBIGUITIES

Any discrepancy or conflict between this specification and any aspect of one or more of the standards as mentioned under paragraph 3 above, shall be brought to the notice of the TMU
during the tender period, or mentioned in the appropriate schedule of deviations. No claim based on such discrepancies will be considered after awarding of the Contract.

5. OVERALL DESIGN

5.1 Site Location

The project is located at Vwaza Marsh Wildlife Reserve and is accessible from Rumphi preferably by 4 x 4 vehicle.

5.2 Infrastructure Specification

The design of the electric game fence is in accordance with DNPW human wildlife conflict mitigation policy and the specifications are as contained in the attached drawings and Bills of Quantities.

6. COMPLETION SCHEDULE

Tenderers shall provide a realistic completion schedule (see Part 2 of this document). The time schedule offered by the tenderer, shall be taken into consideration during adjudication.
PART 6: BILLS OF QUANTITIES

Contents

6.1 General Notes
6.2 Pricing Schedule

6.1 General Notes

1. PRICING OF BILLS OF QUANTITIES

The contractor is to allow opposite each item for all costs in connection therewith.

Items left unpriced will be deemed to be covered in prices against other items throughout these Bills of Quantities and no claims for any extras arising out of the contract’s omission to price any items will be entertained.

Prices for plant, temporary works, electrical supplies, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.

2. PAYMENT FOR MATERIALS OFF SITE

Tenderers are to note that the Employer will NOT authorize under any circumstances payment for materials held for the project off site.

3. METHOD OF MEASUREMENT

Except where otherwise stated, these Bills of Quantities have been prepared in accordance with the “Standard System of Measurement Building Work” Sixth Edition 1991 (as currently amended).

4. EQUAL AND APPROVED

Whenever a proprietary article or the exact supplier of an article has been specified, tenderers may obtain an alternative to the specification provided the alternative is equal and approved by the Engineer.

5. FIXED PRICE

The contract is a fixed price tender and not subject to post contract cost escalation in respect of materials. Further, no adjustment will be made for currency exchange rate variations. All cost related to same are deemed included in the tender.

Statutory labour and fuel increases only will be recoverable on proven cost basis terms of clause 32A

6. WITHHOLDING TAX

The Contractor shall be deemed to have allowed in the rates and prices in the Bills of Quantities for Withholding Tax all in accordance with the provisions of Malawi Taxation Act

7. VALUE ADDED TAX

The tendered amount must EXCLUDE VAT and all other import taxes
6.2 Pricing Schedule

Scope: Supply materials and construct 70 Km of 1.85-metre-high game fence with offset electrification (specification compliancy as per SANS 10222-3) – Vwaza Reserve Malawi

<table>
<thead>
<tr>
<th>Item</th>
<th>Construction Specification:</th>
<th>Per 70 km</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>STRAINING POST: 2.7m x 114x3mm with 1600mm internal weld on bracket, 450mm internal weld on bracket and anti-climb bracket spaced according to terrain with a maximum 200m between straining post.</td>
<td>550</td>
</tr>
<tr>
<td>2</td>
<td>GATE POST: 114x2.7x3mm (pre-drilled for gate hangar &amp; chain locks).</td>
<td>40</td>
</tr>
<tr>
<td>3</td>
<td>INTERMEDIATE POST: 2.7mx114x3mm with anti-climb bracket to be installed between straining poles (depending on terrain with a maximum of 200m between i/post).</td>
<td>350</td>
</tr>
<tr>
<td>4</td>
<td>HANDY BAR: 12mm x 1 m galvanized</td>
<td>110</td>
</tr>
<tr>
<td>5</td>
<td>NUT: 12mm galvanized</td>
<td>1200</td>
</tr>
<tr>
<td>6</td>
<td>STAY: 2.7mx50x2.5mm (two per straining pole – one per gate pole).</td>
<td>1100</td>
</tr>
<tr>
<td>7</td>
<td>Y STANDARD: 2450mm (Mittal) installation at 10 metre intervals.</td>
<td>6500</td>
</tr>
<tr>
<td>8</td>
<td>FENCE MESH: (bonnox/field fence type or equivalent) – 1830x150x13mm fully galvanized.</td>
<td>710</td>
</tr>
<tr>
<td>9</td>
<td>DROPPER: 1850mm steel droppers for installation at 2 metre intervals.</td>
<td>29 000</td>
</tr>
<tr>
<td>10</td>
<td>BINDING WIRE: 2.0mm fully galvanized</td>
<td>70</td>
</tr>
<tr>
<td>11</td>
<td>GATE: 4200 x 1900m single swing HD gate with live/earth / live wires installed to top of gate</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>GATE PEDESTRIAN: 900x 1900 with live/earth/live wires installed to top of gate.</td>
<td>10</td>
</tr>
<tr>
<td>13</td>
<td>GATE LOCK: 50mm keyed alike 50mm</td>
<td>20</td>
</tr>
<tr>
<td>14</td>
<td>CONCRETE HARDENER</td>
<td>150</td>
</tr>
<tr>
<td>B</td>
<td>Electrification Specification of above fence</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Offset Brackets: Installed at 10 metre intervals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>INTERNAL:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Two Double medium offset bracket</td>
<td>13,000</td>
</tr>
<tr>
<td></td>
<td>- One triple medium offset bracket</td>
<td>6500</td>
</tr>
<tr>
<td></td>
<td>- Elephant bracket with fire GFT bobbin</td>
<td>6500</td>
</tr>
<tr>
<td></td>
<td>EXTERNAL:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- One triple medium offset bracket installed.</td>
<td>6500</td>
</tr>
<tr>
<td></td>
<td>- Offset bracket double short</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td>- Offset Bracket triple short</td>
<td>200</td>
</tr>
<tr>
<td>2</td>
<td>STEEL WIRE: 50Kg high strain 2.24mm fully galvanized</td>
<td>510</td>
</tr>
<tr>
<td>3</td>
<td>BOBBIN INSULATOR: Large GFT (fire resistant)</td>
<td>44 000</td>
</tr>
<tr>
<td>4</td>
<td>COMBI STRAIN INSULATOR: with large GFT bobbin</td>
<td>4200</td>
</tr>
<tr>
<td>5</td>
<td>STRAIN INSULATOR: GFT (fire resistant)</td>
<td>4200</td>
</tr>
<tr>
<td>6</td>
<td>DONALD TENSIONER:</td>
<td>3000</td>
</tr>
<tr>
<td>7</td>
<td>NAIL ON INSULATOR: white plastic</td>
<td>1000</td>
</tr>
<tr>
<td>8</td>
<td>LIVE/EARTH SPACER: Spacers for installation onto live/earth wires at 3.3 metre intervals.</td>
<td>100000</td>
</tr>
<tr>
<td>9</td>
<td>ENERGISER STATIONS: 18 x solar powered energizer stations to be installed. Each station to consist of the following:</td>
<td></td>
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<tr>
<td></td>
<td>- 1 x JVA16 energiser</td>
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<tr>
<td></td>
<td>- 2 x 100 amp hr solar battery</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 1 x 180-watt solar panel built into frame</td>
<td></td>
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<tr>
<td></td>
<td>- 1 x 20-amp regulator</td>
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<tr>
<td></td>
<td>- All the above energiser equipment to be installed into a medium free standing steel medium game shock box with backing board, key switch, keyed alike lock and 1 x adjustable lightening diverter with choke.</td>
<td>18</td>
</tr>
<tr>
<td>10</td>
<td>EARTH PEG: Earth grid of 15 earth pegs 2000mm x 19mm fully galvanized to be installed at energizer station and 1 per 100 metres on the fence line and 1 per gate.</td>
<td>990</td>
</tr>
<tr>
<td>11</td>
<td>WARNING SIGN: To be installed at 100 metre intervals and 3 per gate.</td>
<td>800</td>
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<tr>
<td>12</td>
<td>LINE CLAMP: HD Galvanized – (Bridging &amp; connections)</td>
<td>7000</td>
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<tr>
<td>13</td>
<td>HT CABLE: 2.5mm double insulated 400m</td>
<td>8</td>
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<td>14</td>
<td>POLY PIPE: 25mm (100m roll)</td>
<td>10</td>
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<td>15</td>
<td>FLOOD GATE CONTROLLER: to be installed at minor river crossings to ensure continuation of power during wet cycles.</td>
<td>15</td>
</tr>
<tr>
<td>16</td>
<td>FENCE DIRECTIONAL TESTER: for maintenance</td>
<td>10</td>
</tr>
<tr>
<td>17</td>
<td>CONTAINER: – 6 metre 2nd hand containers to be offloaded in Vwaza and remain the property of the client.</td>
<td>2</td>
</tr>
<tr>
<td>18</td>
<td>CONTAINER JACK: – for offloading of container and to remain the property of the client</td>
<td>1</td>
</tr>
<tr>
<td>19</td>
<td>SPARES:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>JVA 16 Energizer</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>DC fan</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>20 amp regulator</td>
<td>2</td>
</tr>
<tr>
<td>20</td>
<td>SITE ESTABLISHMENT:</td>
<td>1</td>
</tr>
<tr>
<td>21</td>
<td>CONSTRUCTION OF FENCE TO ABOVE SPECIFICATION:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clear and level 6-metre-wide fence line.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Construct 70000 metres 1.8-metre-high game fence with internal and external electrification. All poles to be planted with a 20mpa</td>
<td>1</td>
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<tr>
<td></td>
<td>concrete mix. All plant, sand, stone and cement to be included in this construction cost.</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>SITE FENCE: The supply of materials and construction of two 100x100 metre 17 strand steel &amp; barbed wire electrified site security fences to be powered by solar powered energizer stations with fence voltage alarm monitor and alarm.</td>
<td>2</td>
</tr>
<tr>
<td>23</td>
<td>FENCING TOOLS: Supply of complete set of fencing tools to be used in the construction of the fence – tools will remain the property of the client after completion.</td>
<td>1</td>
</tr>
<tr>
<td>24</td>
<td>TRANSPORTATION: Consolidation of all fencing goods &amp; tools, packaging, export, clearing and delivery to site in Malawi. SADC certificates to be issued for all SA Manufactured goods. In transit goods insurance to be taken out for each truck load prior to loading.</td>
<td>1</td>
</tr>
</tbody>
</table>