

ADDENDUM NUMBER ONE



TENDER REFERENCE NUMBER: SADC/3/5/1/49

TENDER TITLE: PROPOSED SADC STANDBY FORCE REGIONAL LOGISTICS DEPOT AT RASESA, BOTSWANA, TO ATTAIN INITIAL OPERATING CAPABILITY

DATE OF ISSUE: 02 August 2022

Purpose: The purpose of this addendum is to communicate changes to the bidding document as follows:

The Following addendum is issued referenced to Special Conditions of the draft SADC Works contract document in the tender document. This addendum No 1 must be attached and included during tender submissions. Please, refer to the form of Volume 1 : Section 2 : Returnable Documents : Record of addenda to tender documents.

1. Draft SADC Works Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The time period shall be 30 working days
2.4	The time period shall be 24 months
5.3	Clause 5.3 is deleted

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5.5	Clause 5.5 is deleted
5.6	Clause 5.6 is deleted
6.1(c)	clause 6.1 (c) is deleted
6.2 Option 1	<p>6.2 (a) (i) : Payment shall be made as follows :</p> <ul style="list-style-type: none"> • Payment shall be done on monthly basis and in accordance with the Bills of Quantities submitted by the contractor. Minimum amount of interim certificates is 10% of the contract sum. Normally payment will be effected within 45 days after submission of undisputed invoices. • An amount of 5% of the contract sum will be retain for a period of 12 months defects liability period. • 100% of the retention held will be released upon completion of the 12 months defects liability period. Defect liability period will commence after the issuance of practical completion certificate by the client SADC. • Amount of ascertained and liquidated damages will be 0.5% of the contract amount for each month delayed. Limit of ascertained and liquidated damages is 5% of the contract amount.
6.2 Option 1	6.2 (a) (ii) This is a Lump Sum Contract



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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.2 Option 1	<p>6.2 (b) This is a Lump Sum Contract</p> <p>There are no price adjustments; the rates are fixed for the duration of the contract.</p>
6.2. Option 2	<p>The clause in the General Conditions is deleted and replaced by:</p> <p>Not applicable. This is a Lump sum contract</p>
6.4 Option 1 (a)	<p>Payment shall be made in accordance with SC 6.2 (a) (i) (Option1 above) to the accounts of the members of the subcontractors of the Contractor as will be pointed out by the Contractor.</p>
6.4 Option 1 (b)	<p>There is no advance payment.</p>
6.4 Option 1	<p>6.4.1 (d) Interest due to late payment of fee invoices</p>

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Interest accrued due to late payment of fee invoices shall be paid on the following principle.</p> <ul style="list-style-type: none"> • Delay in payment of up to (60) sixty days after the submission of an undisputed invoice, shall attract no interest. • The sixty days period shall be counted after the lapse of 45 days payment period. • Delay in payment of over and above days , after the submission of undisputed invoice, shall attract a monthly simple interest of point five percent (0.5%) of the amount of that particular fee invoice which has been delayed • The maximum (limit) amount of simple interest, due to delay in payment a particular invoice can attract, is 5% of the total amount of that particular delayed fee invoice. • The interest due to late payment will be paid only if the Contractor claims for it. • Interest to be paid only during the duration of the Contract and before the issuance of final completion certificate. No interest payment is allowed to be claimed after the contract is closed.
6.4 Option 2)	<p>The article in the General Conditions is deleted and replaced by:</p> <p>No applicable. This is a Lump sum Contract</p>



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2. Ignore the form in Volume 1 : Section 3 Contract data : Dispute Adjudication agreement : Form of adjudicators appointment : FIDIC Red Book : There is nothing as FIDIC adjudicators appointment in this contract .The contract to be used in this project / tender is SADC Works Contract and not FIDIC . Also refer to clause 8.2 of the draft SADC Works Contract.

End of Addendum

Southern African Development Community
CBD Plot 54385
Phone: (267) 395 1863 | Fax: (267) 397-2 848