

Mobile Auctioneers (pty) Ltd

PROPERTIES FOR SALE

JWANENG : 5000sqm, ware house space, shed area, office shed area, two to lean-to areas, wall rendered rough plaster and paint rear section with 1.8 mesh fence with T/deed and valuation report P12M

Mogoditshane: 40x40m, 4x2 beds houses in one yard with T/deed P220 000.

Ramotswa: 40x40m Brick moldings with T/deed P25 000

Thamaga: 6487sqm, Piggery with lease P140 000

Mogoditshane: 1000sqm 21/2 house P135000

Extension 10: 1165sqm 3 beds, sitting, kitchen, toilet bath with T/deed

Block 9: 463sqm 21/2 house for sale with T/deed P145000

Block 8: 405sqm 21/2 house for sale with T/deed P150 000

Modipane: 40x40sqm 3 beds, sitting, lounge kitchen, bath P140 000

Modipane: 4899sqm 21/2 Lodge and camping site P50 000

Letlhakane East: 1190sqm General dealer and butcher P240 000

Lobatse Extension 26: 375sqm residential plot with title deed P35 000

Gamodudu: 10 hectares field plot (3km from Molepolole road)

Maun (Boseja): 900sqm residential plot P30 000

Mmopane: 1000sqm residential plot P35 000

Block 9: 463sqm 21/2 house for sale with T/deed P145000

Mogoditshane (Nkoyaphiri): 970sqm 21/2 residential plot P50 000

Mogoditshane (Block 7): 970sqm residential plot P50 000

Pilane: 1596sqm 3 commercial plots (Fruit juice and ice cream making) P50 000

Tlokweng (Block 4): 900sqm residential plot P45 000

Gaphatshwa: 12 hectares field plot P70 000

Gabane: 8 hectares field plot P150 000

Pitsane West: 40x40m 2 rooms P45 000

Tel: 3927634/40 Fax 3938390
Cell 71619999 / 72235856/71329815

HOUSES TO LET

Block 8: 3 beds, lounge, fitted kitchen, study room 2 toilets, 2 baths, walled with elec fence P2500

Block 8: 3 beds, lounge, fitted kitchen, study room 2 toilets, 2 baths, P3500

Block 8: 4 beds, lounge, fitted kitchen, study room 2 toilets, with TV room, walled P4500

Block 9: 4 beds, lounge, fitted kitchen, study room 2 toilets, 2 baths, with TV room, bar, walled P2500 - P3500

Kumakwane: 2 beds, sitting, kitchen with electric stove, bath with hot water, toilet P1000

Phase 4: Medium cost, 3 beds, sitting, kitchen, toilet, bath P2500

Phase 1: Medium cost 3 beds, sitting, kitchen, toilet, bath P2500

Broadhurst: Apartment Town houses with swimming pool and tennis court P5000-P6500

Phakalane: 3 beds, sitting,

TOYOTA TAZZ FOR SALE

Model: Toyota tazza 1.3
Year: 2003
Colour: silver
Mileage: 56 000km

P46.000 neg

Contact: 72370802

Psychic/Medium/Healer

Crystals,
Aromatherapy, Hot
Stone Treatment,
Herbalism, Nutrition

Call
Tanya 71262498

PTA: 0027829567629

Ellipse Project Administrator

We have a requirement for a qualified and experienced project administrator on Ellipse Software. At least 5 years hands on and administrative experience in an Ellipse environment is a stringent qualification. The incumbent will also be required to show skills in a training environment as one of the prime responsibilities in this position will be to train Botswana citizens on the Ellipse Systems.

All applicants must submit fully documented CVs by **31 March 2007 to: PO. Box 1826, Francistown, Botswana**

SALE! SALE! SALE!

Sale of Household items (electronic goods, utensils, clothing, and other items) at high commission of India, **Plot No.5375, President Drive, Gaborone on Saturday and Sunday starting at 10.00 am.**

LOSE WEIGHT FAST NATURALLY - 30KG/8 WEEKS

GO TO ORIENTAL TRADITIONAL CHINESE HERBAL HOMEOPATHIC CLINIC

No exercise - no side effects - acts like gastric by pass
- Remove big fat stomach women/men with massage
- turkish rubber oil + chinese herbal
- Penis enlargement
- Breast enlargement or firming Gel

For free consultation plus delivery call Sam Chou
or Lee Wang 74167994 Botswana
+27 0782157166 RSA

BIDP SHOP MOVES

Please be advised that starting from 19th March, 2007, BIDP shop will be moving from BWR offices to Plot 915, Phalane Close, Gaborone, behind KIA Motors at African Mall.

Further details contact: Secretary, BIDP
PO Box 827, Gaborone
Cell :7181 6811
Fax: 397 1181
Email: bidp@mega.bw



New Era College

SFB AUCTIONS

Re baba golo go ba teta bothe mo Botswana mo palabalong ya dikago.

www.property.co.bw

email: auctions@property.co.bw

Land line: +267 3919458

Comfort: +267 71557655

Shakes: +267 72108833

Offers Invited

Guide Price: P220 000 & above



Gaborone

Lot 4224, Bontleng. An opportunity to invest in one of Gaborone's oldest residential zoning. Consists of 5 b/room, 4 air-con, 2 kitchens. Ideal for investors. All on a 595m2 plot. **Private Instruction.**

Tlokweng

Guide Price: P150 000 & above



Thu 29 Mar 07 10:00am

Lot 1834, Well-meaning. Complete the yourself. 3 bedrooms master-en-suite, sunken lounge, dining, kitchen, 2-car garage, servants quarters, large yard.

Gaborone

Guide Price: P500 000 & above



Fri 30 Mar 07

10:00am

Lot 24845, Blk 9, next to Julia Molefe Clinic / Rainbow School. Newly built, 5 b/rooms m/ensuite, lounge, dining, fitted kitchen, wine cellar, aircons and a servants quarters. This is ideal for investors or as a family home.

Francistown

Guide Price: P150 000 & above



Fri 30 Mar 07

9:30am

"Monarch Goldmine Supermarket & Butchery" (Area 2). Buy to occupy or buy to rent. Well maintained large open plan shop (400m2) with, office, store-room, gated loading bay. Possible site for a national chain store or Chinese shop

AUCTION means

ACTION

Gantsi

Guide Price: P45 000 & above



Wed 25 Apr 07

10:00am

Lot 936, Bosele Ward. Behind Land/ Board/ Kgalagadi Arms Hotel. Undeveloped plot (1000m2), fenced on 3 sides, tarred road in front, electricity, water and phones nearby.

Gantsi

Guide Price: P40 000 & above



Wed 25 Apr 07

2:00pm

Portion 29 & 30 of Grasspan Farm 54-NK. Own piece of this famous farm Along Gantsi-Maun Road just outside Gantsi. Measures 13ha, fenced with a storage shed, kraals, crush.

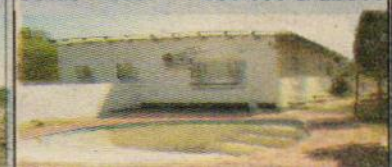
Kang

Guide Price: P100 000 & above



Mokolodi

Guide Price: P350 000 & above

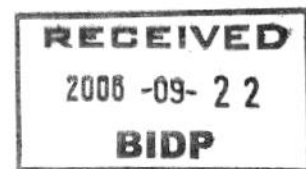


Botswana Institute of Development Professions

Financial Statements

For The Year Ended

30 June 2006



Botswana Institute of Development Professions
Financial Statements 30 June 2006
General Information

The Botswana Institute of Development Professions was formed in 1978 and is registered with the Registrar of Societies

Council Members

E Mazhani	President
B Hyde	Vice President
G Vlug	Treasure
D Young	Secretary
L Hutchings	Member
S Kentshitswe	Member
P Snah	Member
R Sergeant	Ex Officio
A Chiwila	Member
T Rantshilo	Member

Accountants

John Hinchliffe Consultants

Bankers

First National Bank of Botswana Limited, Lobatse Branch

Botswana Institute of Development Professions
Financial Statements 30 June 2006

<u>Contents</u>	<u>Page</u>
Report of the Accountants	3
Balance Sheet	4
Income Statement	5
Cashflow Statement	6
Accounting Policies	7
Notes to the Financial Statements	8 - 9

Trustees' Declaration and Approval of the Financial Statements

We confirm that we have made available all relevant records and information for the preparation of the annual financial statements set out on pages 4 - 9 which were approved by Botswana Institute of Development Professions Council on and are signed on it's behalf by :

.....)	
)	
)	
)	
.....)	Council Members

**Botswana Institute of Development Professions
Financial Statements 30 June 2006
Report of the Accountants**

In accordance with instructions given to us we have prepared, without carrying out an audit, the accounts set out on pages 4 - 9 from the accounting records of Botswana Institute of Development Professions from information and explanations supplied to us by the members of council

.....
John Hinchliffe Consultants

..... 2006

Botswana Institute of Development Professions
Financial Statements 30 June 2006
Balance Sheet as at 30 June 2006

	Notes	<u>2006</u> <u>Pula</u>	<u>2005</u> <u>Pula</u>
<u>ASSETS EMPLOYED</u>			
Non-current assets:			
Fixed Assets	2	0	0
		<u>0</u>	<u>0</u>
<u>Current Assets</u>			
Stock		3,700	3,700
Cash in hand and at Bank	5(b)	77,658	71,076
		<u>81,358</u>	<u>74,776</u>
<u>Current Liabilities</u>			
Trade and Other Payables	3	2,700	2,255
		<u>2,700</u>	<u>2,255</u>
Net Current Assets		78,660	72,521
		<u>78,660</u>	<u>72,523</u>
<u>FINANCED BY</u>			
Accumulated Surplus		69,890	63,752
Stock Revaluation Reserve		8,770	8,770
		<u>78,660</u>	<u>72,522</u>

These accounts have been approved by BIDP on

}
}
}
}

The notes on pages 8 to 9 form an integral part of these accounts.

Botswana Institute of Development Professions
Financial Statements 30 June 2006
Income Statement for the year ended 30 June 2006

	<u>Notes</u>	<u>2006</u> <u>Pula</u>	<u>2005</u> <u>Pula</u>
<u>Income</u>			
Subscriptions		9,541	9,813
Sale of Publications		24,052	14,196
Interest Received		4,228	3,780
Total Income		<u>37,821</u>	<u>27,789</u>
<u>Expenditure</u>			
Administrative Costs	4(a)	(30,591)	(13,475)
Finance Costs	4(b)	(1,092)	(463)
Total Expenses		<u>(31,683)</u>	<u>(13,939)</u>
Excess of Income over Expenditure		6,137	13,850
Accumulated Surplus at the beginning of the year		63,752	49,901
Accumulated Surplus at the end of the year		<u>69,890</u>	<u>63,752</u>

The notes on pages 8 to 9 form an integral part of these accounts.

Botswana Institute of Development Professions
Financial Statements 30 June 2006
Cash Flow Statement for the year ended 30 June 2006

		<u>2006</u>	<u>2005</u>
		<u>Pula</u>	<u>Pula</u>
Cash Flows from Operating Activities:			
Cash generated from operations	5(a)	6,582	13,516
Net Cash from Operating Activities		<u>6,582</u>	<u>13,516</u>
Net Increase		<u>6,582</u>	<u>13,516</u>
Cash at Beginning of the Year		71,075	57,559
Increase		6,582	13,516
At 30 June 2006	5(b)	<u><u>77,658</u></u>	<u><u>71,075</u></u>

Botswana Institute of Development Professions
Financial Statements 30 June 2006
Accounting Policies

1. Accounting Policies

The principal accounting policies adopted in the preparation of these accounts are set out below:

a) Basis of Preparation

The accounts are prepared in accordance with International Accounting Standards. The accounts are prepared under the historical cost convention as modified by the revaluation of certain property, plant and equipment, marketable securities and investment properties.

b) Turnover

Turnover represents subscriptions and other sources of income which are recognised on receipt of payment net of value added taxes and discounts. The organisation operates purely on a cash basis and does not grant credit for any aspect of its operations.

c) Foreign Currencies

Foreign currency transactions are accounted for at the exchange rates prevailing at the date of the transactions. Gains and losses resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies, are recognised in the profit and loss account.

d) Depreciation

Depreciation is charged over the estimated useful lives of the assets in equal annual installments to write off each asset over the following periods.

Furniture and Fittings	10 years
Office and Equipment	5 years

e) Stock

Stock and work in progress are valued by members of the Council at the lower of cost and net realisable value.

f) Stock Revaluation Reserve

Stocks of stationery for resale were previously not incorporated into the financial statements. They were brought in during the year ended 30 June 2001 at a valuation of 50 percent of their selling price and the stock revaluation reserve was created to reflect the introduction of the policy for accounting of stock.

Botswana Institute of Development Professions
Financial Statements 30 June 2006
Notes to the Financial Statements

2. Fixed Assets

	<u>Office Equipment</u>	<u>Furniture & Fittings</u>	<u>Total</u>
<u>Cost</u>	<u>Pula</u>	<u>Pula</u>	<u>Pula</u>
1 July 2005	5,887	845	6,732
30 June 2006	<u>5,887</u>	<u>845</u>	<u>6,732</u>
<u>Depreciation</u>			
1 July 2005	5,887	845	6,732
Charge for year	0	0	0
30 June 2006	<u>5,887</u>	<u>845</u>	<u>6,732</u>
<u>Net Book Value</u>			
30 June 2006	<u>0</u>	<u>0</u>	<u>0</u>
30 June 2005	<u>0</u>	<u>0</u>	<u>0</u>

3. Trade and Other Payables

	<u>2006 Pula</u>	<u>2005 Pula</u>
Accounting Fee Accrual	<u>2,700</u>	<u>2,255</u>

4. Details of Operating Expenses

a) Administrative Costs

Accounting Fees	2,953	2,400
Advertising	3,410	0
Functions	3,711	1,674
Legal Fees	0	3,255
Printing and Stationery	2,138	627
Publications Costs	6,211	1,137
Secretarial Fees	8,602	3,282
Subscriptions	3,566	1,100
	<u>30,591</u>	<u>13,475</u>

Botswana Institute of Development Professions
Financial Statements 30 June 2006
Notes to the Financial Statements

	<u>2006</u> <u>Pula</u>	<u>2005</u> <u>Pula</u>
b) <u>Finance Costs</u>		
Bank Charges	1,092	463
Depreciation	0	0
	<u>1,092</u>	<u>463</u>

5. Notes to the Cash Flow Statement

a)	Reconciliation of profit before tax and extraordinary items to cash generated from operations:		
	Surplus before tax and interest	6,137	13,850
	Add; Depreciation (note 2)	0	0
	Changes in working capital (excluding the effects of acquisition and disposal)		
	(Increase) / decrease in stock	0	(700)
	(Increase) / decrease in debtors and prepayments		110
	Increase / (decrease) in Accounts Payable	<u>445</u>	<u>255</u>
	Cash Generated from Operations	<u>6,582</u>	<u>13,516</u>
(b)	<u>Cash and Cash Equivalents</u>		
	Current Account - FNB	76,238	15,768
	Petty Cash	1,420	308
	Fixed Deposits - FNB	<u>0</u>	<u>55,000</u>
	Cash and Cash Equivalents as at 30 June 2006	<u>77,658</u>	<u>71,076</u>



TRAINING NOTES

INTRODUCTION TO THE NEC FAMILY OF CONTRACT DOCUMENTS

© **Andrew Baird 2004**
Engineering Contract Strategies
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2157 South Africa
Tel +27 11 803 3008, Fax +27 11 803 3009
bairda@iafrica.com

Presenter:

ANDREW BAIRD

Pr Eng., C.Eng(UK), BSc(Hons), FICE, M(SA)ICE, MAPM, MPMISA.

EXECUTIVE MEMBER, ENGINEERING CONTRACT STRATEGIES CC

Andrew Baird was educated and graduated as a Civil Engineer in the UK in 1963. He has worked for Consulting Engineers in London, California and South Africa on major projects such as the Orange-Fish Tunnel, Middle Fork American River project and a four-year period designing harbours and industrial plants for Colonel Gaddafi.

He tried his hand at factory management in 1972 only to be made Group Technical Manager of all 18 factories in Southern Africa in 1974 for a General Mining piping company.

He has worked for contractors, Kier Limited in the UK on power stations, for Murray and Roberts in South Africa on prestressed concrete structures and for managing contractor Fluor as head of their contracts department in Manchester (UK) before finally settling in South Africa with Eskom in 1982. Since then he has been a project engineer, then project manager on Eskom's power plants and Corporate Consultant for contract management affairs from 1989 until taking early voluntary retirement in 1997. The consultancy to Eskom is still in operation, but part time and from an external base.

He has campaigned for a single multi-discipline form of contract for many years, first developing one specifically for Eskom in 1990 but, with Eskom's support, abandoning this when invited to join The Institution of Civil Engineers' drafting team and Working Group for the international New Engineering Contract system of documents.

Andrew now practices as an independent Consulting Engineer specialising in professional services on contracts from contract conception to close out, including dispute resolution. He is also a consultant to the South African Government's Procurement Reform Task Team and member of a FIDIC dispute review board for a large Botswana project.

Andrew is one of the very few specialist engineering consultants whose services are sought at executive level by clients, professionals and contractors in the building, process plant, power utility and major multi discipline project sectors of the Engineering and Construction industry.

His clients include UK, South African and Botswana Government agencies, professional project managers in the building industry, ABSA Bank, managing contractors in the process plant industry, Eskom and UK power utilities, international firms of consulting engineers and UK law firms.

He has published papers in several international journals including the International Construction Law Review, and is co-author of the book, "NEC & Partnering; The Guide to Building Winning Teams". He has staged two major international conferences as well as public seminars in UK, Holland and South Africa, and lectures by invitation in many local Universities.

He has been an invited speaker at numerous conferences including INTERNET 90 in Vienna, the Kings College London Eighth Annual Construction Conference on Commercial Dispute Resolution in 1995 and keynote speaker at the Construction Industry Federation of Zimbabwe Annual Congress in 1997. Andrew represented the Institution of Civil Engineers in 1999 at the invitation of the Chinese Ministry of Construction for the introduction in China of the NEC system, and when invited by the World Bank for discussions on NEC in Washington in 2004. In 2002 Andrew was invited to participate as a member of an international panel of speakers at the International Bar Association's annual conference in Durban on the subject of project alliances, and designed and presented two dispute avoidance seminars in Nepal for the UK funding agency, DFID.

SERVICES PROVIDED BY ENGINEERING CONTRACT STRATEGIES (ECS):

Assistance to clients relating to contractual arrangements & strategies for all types of procurement, and project execution.

Provision of "model documents" for use with any of the NEC family of contracts.

Advice, facilitation or preparation of tender and contract documents for main and subcontracts in the engineering and construction industry, including professional services.

Advisory services during contract administration; for dispute avoidance and independent assessments. Contract performance audits and post project reviews.

Adjudication and dispute resolution.

Training courses on a staged basis for a clear progression of knowledge, understanding and practical application of any of the NEC or new FIDIC contracts.

The information presented in this seminar and in the accompanying notes is believed to be based upon the best available information. While every effort has been made to ensure the accuracy of all information neither the organisers, the presenters nor any of the organiser's staff make any representations or warranties in regard to the accuracy of the contents hereof.

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The views expressed herein are the personal views of the presenters and do not necessarily reflect the views of the NEC Panel or any other organisation.

Contents

THE NEC FAMILY, CONTRACT STRATEGIES & ROLE PLAYERS	5
1. WHY THE NEC, HOW DOES IT WORK & WHO IS USING IT	5
1.1. How the NEC came about.....	5
1.2. What the New Engineering Contract (NEC) system tries to do.....	5
1.3. Who is using the NEC?	7
1.4. Overview of the NEC system	8
1.5. The NEC Engineering and Construction Contract 2 nd Edition 1995 (ECC2)	9
1.6. The Engineering and Construction Subcontract 2nd Edition 1995 (ECS)	9
1.7. The NEC Engineering & Construction Short Contract 1 st Edition 1999 (ECSC1)....	10
1.8. The NEC Engineering & Construction Short Subcontract 1 st Edition 2001 (ECSS) ..	10
1.9. The NEC Professional Services Contract 2 nd Edition 1998 (PSC2).....	10
1.10. The NEC Term Services Contract 1 st Edition 2004	11
1.11. The NEC Adjudicator's Contract 2 nd Edition 1998	11
1.12. Selecting the main and secondary options for NEC based contracts	11
1.13. Characteristics of different contracting strategies.....	14
1.14. NEC contracts in the context of the total procurement activity: Four Key Issues.	14
2. PROJECT STRATEGIES AND ROLE PLAYERS IN THE NEC SYSTEM	15
2.1. Project strategies.....	15
2.2. Parties & role players	20
2.3. The culture issue	24

THE NEC FAMILY, CONTRACT STRATEGIES & ROLE PLAYERS

1. WHY THE NEC, HOW DOES IT WORK & WHO IS USING IT

1.1. How the NEC came about

1.1.1. In September 1985 the Council of the London based Institution of Civil Engineers, the senior and oldest Chartered Engineering Institution in the world, approved a recommendation from its Legal Affairs Committee 'to lead a fundamental review of alternative contract strategies for engineering design and construction with the objective of identifying the needs for good practice'.

1.1.2. This recommendation arose out of the belief of many engineering and construction professionals that there was an urgent need for a whole new approach to contracting, in line with modern approaches to project management. As a result, we now have a series of integrated and modern contracts for Engineering and Construction projects called the New Engineering Contract family of contracts, or "NEC" for short. The family is soon to be extended to provide a contract suitable for appointing a contractor to operate and maintain the completed project, or any other property or facility.

1.2. What the New Engineering Contract (NEC) system tries to do

1.2.1. Traditional contracts have tended to set out legal obligations and rights of the parties expressed in such a way that the contracts are often only consulted when things go wrong. "The contract-is-in-the-drawer" syndrome. The style of drafting causes contract role players to work solely in their own interests,

1.2.2. NEC says it is too late to intervene once things have gone wrong. The NEC contracts set down procedures based on best practice in project management. These procedures are designed to motivate the parties to work together as a team to shrink risk and plan ahead. In this way known change can be assessed before it is undertaken, and surprises can be dealt with quickly to mitigate their effect on time and out-turn cost to the customer. Control and the exercise of choices are only possible over what has not yet been done. It is not possible to control that which has already been done; only the consequences can be managed.

1.2.3. Each of the NEC contracts has the following features:

- Its use stimulates good management of the relationship between the parties to the contract and, hence, good management in the execution of the work.
- It can be used in a wide variety of commercial situations for a wide variety of types of work and in any location.
- It is a clear and simple document – using language and a structure which are straightforward and easily understood.

1.2.4. The following principles are incorporated into most¹ of the NEC contracts:

¹ The short contracts in the family may not have all of these features.

- The minimum number of words is used expressed in ordinary everyday English, using short sentences wherever possible. The contracts contain no cross referencing of clauses.
- There is a clear division of function and responsibility, which helps accountability and motivates people to play their part.
- There is no provision for nominated subcontracts, which often cloud responsibility of the parties to the main contract.
- Risk can be allocated in many different ways, through the use of main and secondary options. This allows the parties to select the option which best fits their particular risk circumstances, - a far cry from the pinch points which can lead to disputes arising when there is a lack of fit.
- Communications and actions under the contract are designed so that there are no 'open ends' or conflicts, which allow problems to remain unsettled or new problems to arise as a result of the delay. Most actions have specified time periods for their completion. Each contract is available in Flow Charted form.
- Where an agent is appointed to act on behalf of the client, the agent acts entirely in the client's interest and does not have a quasi-judicial responsibility as between the parties. The contractor or consultant is protected through the services of a pre-appointed independent third party adjudicator.
- Early warning of possible change to time and cost is an obligation on both parties, and there are severe financial sanctions on the contractor who fails to do so.
- Many of the detailed procedures rely on an up-to-date and realistic programme being maintained. Programme requirements are comprehensive and include method statements.
- Each party stands by the information that it provides and stands to compensate the other when changes to that information result in cost to the receiving party.
- Defects can only arise from non-compliance with information provided in the contract, and not from some implied or unspecified criteria. This motivates the client to provide a high standard of information. The contractor is obligated to correct Defects whether notified or not.
- Payment procedures are designed to encourage early payment thus minimising financing costs down the contractual chain, and assuring the life-blood of adequate cash flow to the contractor or consultant.
- Change management procedures are designed to enable a forecast of the effect of change before it happens and to provide the client with choices.
- Either party can provide insurance to cover some of the contractor's risks, however limitation of liabilities which are jurisdiction specific need to be addressed in additional conditions of contract.
- The modern process of adjudication by an independent third party is used as the mandatory first line dispute resolution procedure. The adjudicator's decision is final

and binding unless and until later settled by agreement or resolved by either arbitration or court.

- There is a considerable range of options which can be selected for dealing with cost inflation, bonuses, risk sharing incentives, payments in other currencies, retention, delay damages, sectional completion and provision of bonds or guarantees.

1.3. Who is using the NEC?

- 1.3.1. Since it was first introduced in 1993, NEC has appealed to client bodies with substantial capital expenditure programmes across a range of disciplines. Client bodies engaged in multi-disciplinary projects were, until that time, forced to use in-house bespoke forms of contract because it was simply not practical to use the plethora of discipline based contracts made available by professional bodies on the same project. In South Africa, Eskom and Sasol and Umgeni Water were quick to take the NEC as their standard way of contracting for new works and maintenance projects. Similarly in UK, power and water utilities also adopted it as their system of choice, along with some big name property developers such as British Airports Authority (BAA), and Sainsbury.
- 1.3.2. Soon, even single discipline project clients turned to this contract as the benefits became clear and initial fears (expressed mainly by the legal profession) proved unfounded. Single discipline project clients such as UK's Highways Agency and Department of the Environment adopted NEC. In South Africa similar views were held by senior management of ABSA Bank, Johannesburg Housing Company and some contractors acting as property developers in their own right.
- 1.3.3. Consulting Engineers, Architects and Project Managers wishing to offer their clients a higher standard of service suggested the NEC system be used, even at a higher initial cost to their client over traditional systems. When the benefits of on time and within budget project delivery were clearly demonstrated the higher initial cost was soon forgotten².
- 1.3.4. Early growth in use of NEC coincided with national initiatives in both UK and South Africa for substantial reform of the engineering and construction industry. In UK the 1994 Latham Report, *Constructing the Team* recommended that NEC become the standard contract for the industry because it contained all the attributes of a modern contract and facilitated most of the Latham recommendations for reform. In South Africa joint initiatives of the Departments of Public Works and Finance through the Procurement Reform Task Team and various industry-wide Focus Groups since then, have resulted in the CIDB (Construction Industry Development Board) including NEC as one of its four systems recommended for use by all organs of state. The other three systems are now copying many of the NEC's features.
- 1.3.5. In UK almost all infrastructure work is now procured using the NEC and the membership list of the NEC Users Group reads like a Who's Who of the construction industry with most blue chip companies involved in the industry as corporate members. Recent (2003) converts in the building construction sector include Telereal (the real estate arm of the Post Office and BT) and National Health Estates. A 2003 survey by law firm, Denton Wilde Sapte, concluded that the NEC, 'is on course to establish itself across the UK construction and civil engineering industries as the standard form contract of choice'. All eyes are on the NEC's largest challenge to date, the £5.7 Billion Channel Tunnel Rail Link

² The ABSA Bank R400M Towers North Project was completed 4% under budget and with no extension of time in spite of nearly 1000 compensation events (variations).

project. The successful on time and on budget completion of Section 1 was attributed to the use of the NEC system, and on the strength of this the Bankers released the funding for go ahead of the much larger Section 2.

- 1.3.6. International application other than South Africa is scattered throughout the world with notable projects in Hong Kong, Dubai, Caribbean countries, a road project in Russia, and building projects in Mozambique, Tanzania and Zambia. The South African influence has spread to projects in Botswana and Zimbabwe. It is known that trials are being considered in New Zealand and Australia.
- 1.3.7. Although World Bank and other lending agencies claim to mandate a mix of the old and new FIDIC system, this monopolistic approach is presently being challenged by several professional bodies who argue that the World Banks' own stated policy of open, fair and transparent competition is undermined by the exclusive use of a single system of standard form contracts. The World Banks' Smaller Works Contract (for works of under US\$10M) is an early version of the NEC system, and is being used extensively throughout the world.

1.4. Overview of the NEC system

- 1.4.1. Contracts within the NEC family published to date (May 2003) are:
 - The Engineering & Construction Contract, (ECC) 2nd Edition Nov 1995 that has nine accompanying documents itemised below.
 - The Engineering and Construction Subcontract (ECS), 2nd Edition Nov 1995
 - The Professional Services Contract (PSC) 2nd Edition June 1998,
 - The Adjudicator's Contract (AC), 2nd Edition June 1998,
 - The NEC Engineering and Construction Short Contract (ECSC) 1st Edition July 1999, and
 - The NEC Engineering & Construction Short Subcontract 1st Edition 2001 (ECSS)

Documents within the family in an advanced state of drafting (names yet to be finalised) are:

- The NEC Term Services Contract (TSC) suitable for operation and maintenance of existing assets by a contractor for a period (term) of time, to be published later in 2004. [Note : This would replace Option Alpha currently being used by Eskom]
- The NEC Supply Contract suitable for international procurement of goods and heavy plant. The drafting panel have a completed first draft available but no consideration has yet been given to publication of this draft.

- 1.4.2. Format is common to all NEC contracts. The Core Clauses always apply and sections within the Core Clauses of each family member have the same title in nearly all cases. For example Section 3 always deals with "Time" and Section 6 with "Compensation events". There are only nine Sections. The documentation included in each family member is extensive, as demonstrated by that which is available for the ECC.
- 1.4.3. Like most standard forms, NEC contracts become part of a working contract by reference. This is done in the opening statement in Contract Data that states which NEC contract applies together with the main and secondary options that have been chosen from it.
- 1.4.4. The published document is NOT issued with either an enquiry or a contract and may not be photocopied for any reason. The condition attached to its use (by reference as stated above) is that each party to an NEC contract must be in possession of a published original document. Once purchased, that same document can be referred to for an infinite

number of contracts and any party using it. From time to time new editions are published on the basis of feedback received and this would be when new copies may be purchased.

- 1.4.5. At this stage only the ECC, its Guidance Notes and Flow Charts are available in electronic format. The software, called NECD, can be obtained directly from the publishers, Thomas Telford in UK, on the basis of an annual licence fee per computer. Developments in the field of e-distribution of documents are accelerating and this will have a major impact on the distribution of all standard form contracts in the next 10 years.
- 1.4.6. There are Web based software applications available under licence for compiling contract documents³ and administering change under the ECC⁴, the latter having become the norm on many major projects in the UK.

1.5. The NEC Engineering and Construction Contract 2nd Edition 1995 (ECC2)⁵

- 1.5.1. The complete contract is in a single document, "the Black Book", which contains all the clauses and schedules comprising the ECC including
- core clauses - common to all contracts,
 - clauses for each of the main options A to F - one of which should be chosen for a particular contract⁶,
 - clauses for each of the secondary options G to Z - each available, if required, for a particular contract,
 - Schedule of Cost Components, applicable to main options A to E (providing two methods of computing cost), and
 - Contract Data formats parts one for completion by the *Employer* and part two for completion by the *Contractor*.
- 1.5.2. The ECC Flow Charts (blue cover) show the procedural logic on which the ECC is based. They are available for reference in conjunction with the guidance notes.
- 1.5.3. The ECC Guidance notes (the Brown Book) explain the background to the ECC, the reasons for some of the provisions and provide guidance on how to use it.
- 1.5.4. The Six Merged versions of ECC (with dark green covers) include the clauses for the relevant main option located in their appropriate places amongst the core clauses. Thus, the conditions for each main option can be read together. The main option clauses are in bold print for easy identification.

1.6. The Engineering and Construction Subcontract 2nd Edition 1995 (ECS)

- 1.6.1. This complete contract is in a single document (purple cover) and is a back-to-back subcontract for use by contractors working under the ECC with their subcontractors. It contains the same options as ECC except that the Option F Management Contract is not used. Some of the time periods differ in order to that the *Contractor* can perform his duties under ECC timeously, per his own contract.

³ Contact Alain Jacquet at SABEeX on 011 402 4072 or ajacquet@sabeex.co.za

⁴ Contact Andrew Baird at ECS on 011 803 3008 or bairda@iafrica.com

⁵ The Third Edition of the ECC is due for publication before the end of 2004. It will contain improvements based on feedback in use but no radical changes from ECC2.

⁶ Eskom is using Option Alpha in place of options A to F for term maintenance contracts, until the NEC Term Services Contract is approved for use.

1.7. The NEC Engineering & Construction Short Contract 1st Edition 1999 (ECSC1)

1.7.1. This contract may be used as an alternative to the NEC Engineering and Construction Contract (ECC) and is for use with contracts which:

- Do not require sophisticated management techniques,
- Comprise straightforward work and
- Impose only low risks on both the *Employer* and the *Contractor*.

Users choosing between the ECSC and the ECC should base their choice purely on the level of complexity of the work required and the level of the risk to each of the Parties. It is not a shortened version of ECC although much of the text is similar. Some of the procedures are different to ECC and more aligned with the above stated circumstances.

1.7.2. The complete NEC Engineering & Construction Short Contract 1st Edition 1999 (ECSC) is in one volume (dark blue cover) that contains templates of the forms required to make up a completed contract document. There are no main or secondary option clauses to choose from, however by completing the Price List three different ways, it can be used for contracts based on either an activity schedule, or bill of quantities, or schedule of rates.

1.7.3. Comprehensive Guidance Notes are available for ECSC. These are in a single document that also contains Flow Charts of each clause in the conditions of contract. There are also examples of how each form is to be completed.

1.8. The NEC Engineering & Construction Short Subcontract 1st Edition 2001 (ECSS)

1.8.1. This contract is a back-to-back subcontract of the ECSC and would be used by contractors either as an alternative to the ECS, or as a subcontract to the ECSC.

1.9. The NEC Professional Services Contract 2nd Edition 1998 (PSC2)

1.9.1. Professional services of almost any kind can be procured using the NEC Professional Services Contract. This contract is between the *Employer* and *Consultant* whose names are stated in Contract Data. This does not presume that the *Consultant* is in private practice or indeed in the engineering profession. The contract identifies the liability he carries for the services he provides. The Term Option provides for out-sourcing of professional staff for an agreed period of time.

1.9.2. The complete contract is in a single document (the Orange Book) which contains all the clauses and schedules comprising the PSC2 including

- core clauses - common to all contracts,
- clauses for each of the main options A, C, E and G (B, D, and F not used) - one of which should be chosen for a particular contract,
- clauses for each of the secondary options X1 to X11 - each available, if required, for a particular contract, and
- Contract Data formats parts one for completion by the *Employer* and part two for completion by the *Consultant*.

1.9.3. The Professional Services Contract Guidance Notes and Flow Charts (with a mauve cover) provides in one document guidance on contract strategy, explanatory notes for each clause in the PSC2, the basis for appointment of a *Consultant* and Flow Charts for

each clause. There is also guidance on preparing sub-consultancy agreements either to the PSC itself or to other members of the NEC family, such as the ECC.

1.10. The NEC Term Services Contract 1st Edition 2004

1.10.1. This is a contract for a *Contractor* to provide a *service* to an *Employer* from a *starting date* and throughout a *service period*. The service can be provided continuously or on a Task-by-Task call off basis. The complete contract in a single document will provide:

- Core clauses – common to all contracts,
- Clauses for each of the main options A, C and E (B, D, and F not used).
- Clauses for each of the secondary options X1, X4, X12, X13 and X21;
- Contract Data formats parts one for completion by the *Employer* and part two for completion by the *Contractor*.

The *services* may include cleaning, painting, general maintenance of a nuclear power plant and even operation of an existing facility such as a conveyor system or coal handling plant, or even provision of commercial television programmes in a region for a period of time. The TSC is not a contract for a project, however a modest amount of improving and renewal of an asset can sensibly be included in a TSC contract. The TSC is also designed to be used for Privately Funded Infrastructure (PFI) activity, usually alone or alongside the ECC.

1.11. The NEC Adjudicator's Contract 2nd Edition 1998

1.11.1. This is a three Party contract between the Parties to a contract for works, services, or supply and an independent adjudicator. Adjudication is first line dispute resolution which is mandatory in all NEC based contracts. The *Adjudicator's* decision is enforceable as a matter of contractual obligation, and the *Adjudicator* is not held liable for his decision. He acts for both parties and is paid equally by them.

1.11.2. The NEC Adjudicator's Contract (which has a bright Green cover) is available together with its Guidance Notes and Form of Agreement and Contract Data both of which are required to be completed for all NEC contracts.

1.12. Selecting the main and secondary options for NEC based contracts

1.12.1. The basis for selecting each of the main options A to G is best illustrated in the schedule which follows. It would be meaningless to state, here, rules which are to be applied in selecting the most appropriate contract. There are no such rules and all will depend on factors such as the nature of the work, the risk characteristics, the parties to the contract, other role players, design obligations etc. Perhaps the best guidance available is that the priced options A and B should not be used when the scope of work is not well defined. There is a misconception, particularly amongst financial managers, that greater certainty of outcome price is only possible if options A and B are used. However the opposite is likely to be the case when work scopes are ill defined, with substantial numbers of compensation events and a high possibility of disputes arising. By far the most used option in all UK infrastructure projects is option C, Target Cost with activity schedule.

1.12.2. Selecting secondary options is very much a matter of commercial choice and overall guidance is difficult to provide. What can be said, however, is that one should err on the side of selecting fewer secondary options rather than selecting too many. The function of each of the secondary options is obvious from the contracts themselves but more information is available in each contract's Guidance Notes.

1.12.3. The process of selecting clauses in the ECC2 is as shown in Fig 1. The process in ECS2, PSC2 and TSC1 is the same. (Choices are not required to be made when using ECSC and ECSS as the 'options' most applicable to their applications are already merged into the basic core clauses).

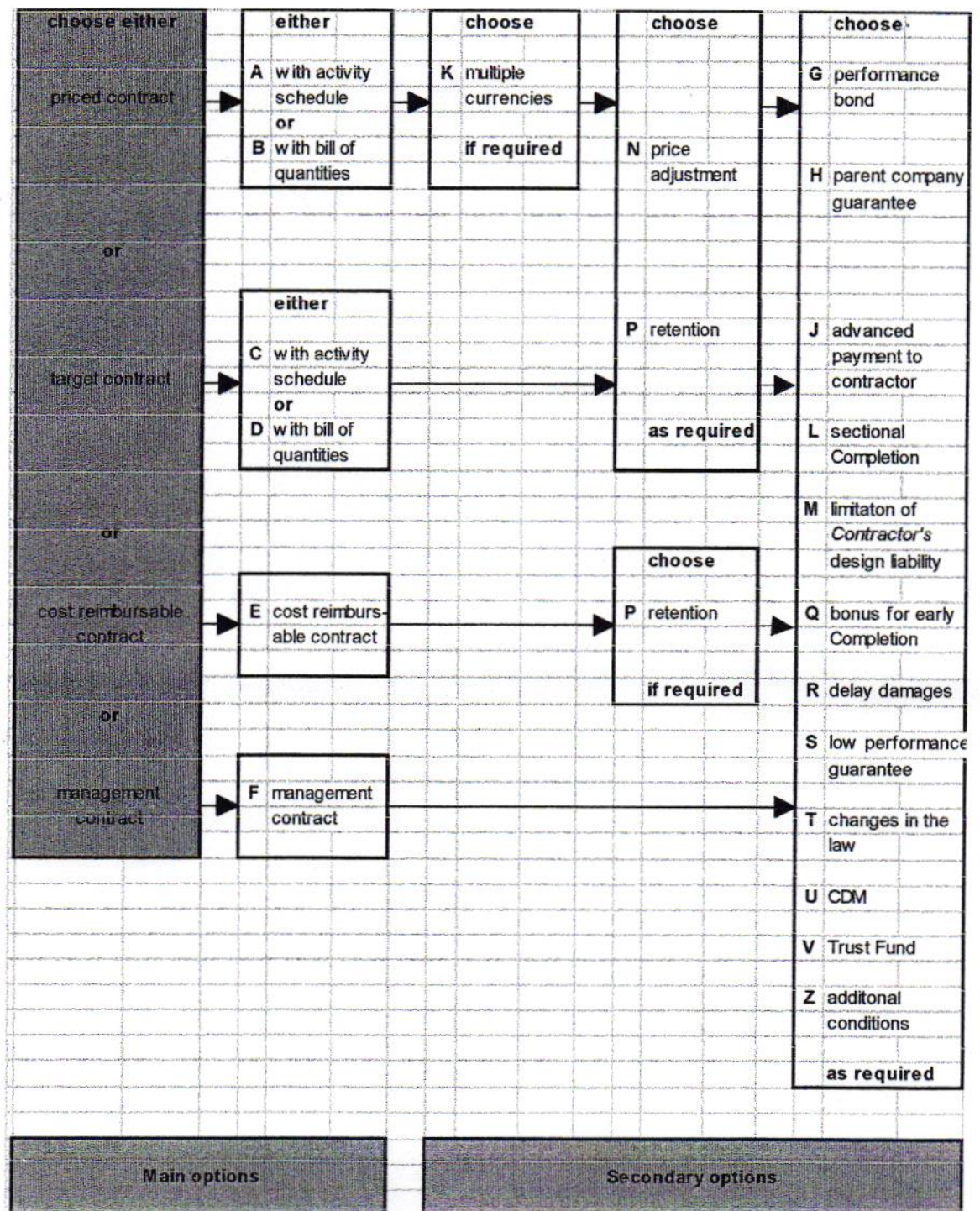


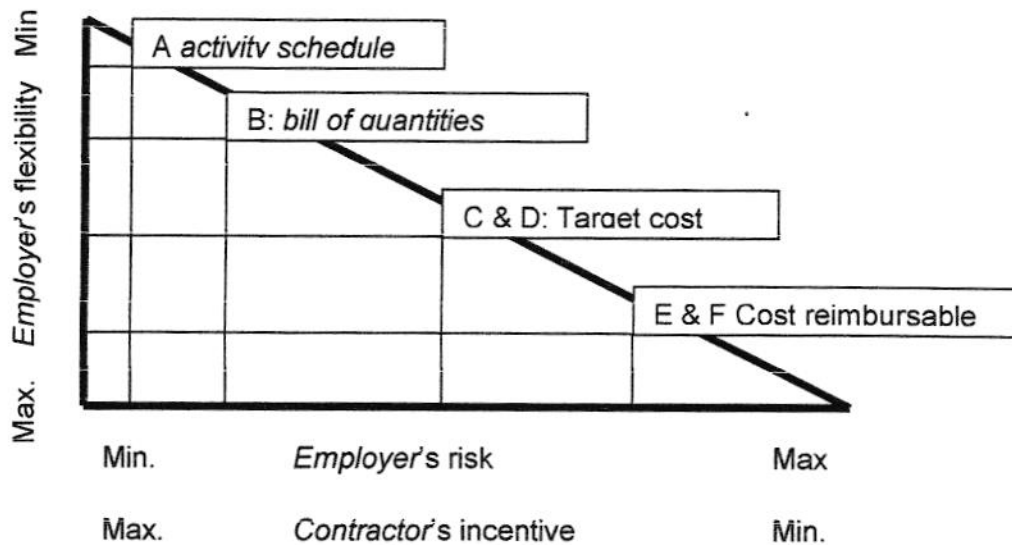
Fig 1: Process for selecting main and Secondary Options

Schedule of main options in NEC contracts, the type of contract and suggested basis for selection of each option.

Option	Name	Type of contract and when used
A	Priced contract with activity schedule used in ECC; ECS; PSC; TSC.	Effectively a lump sum contract - Contractor / Consultant takes the bulk of the financial risk. The Employer carries some risk through the compensation event procedure which includes Employer's risks identified in Section 8. Only used when scope of work at tender stage is fully known and capable of being priced and programmed.
B	Priced contract with bill of quantities used in ECC; ECS.	A re-measurement contract - transfers a little more of the risk to the Employer who takes a risk of his quantity assessment being changed in final construction. Preferable to have scope of work completely described at tender stage, even if changed later.
C	Target contract with activity schedule used in ECC; ECS; PSC; TSC	The target options allow for a spread of risk between the priced and cost reimbursable extremes. Adjusting the target share as between Employer and Contractor will vary the risk between one principally carried by the Employer to one principally carried by the Contractor, and to any stage in between those extremes. Used when fairly good estimates of scope and price can be made at tender stage, but likelihood of change after award is high. Needs good resources to manage, and open book accounting.
D	Target contract with bill of quantities used in ECC; ECS;	
E	Cost reimbursable contract used in ECC; ECS; PSC; TSC	The Employer is taking the bulk of the risk but has complete flexibility. The Contractor / Consultant carries some risk as he has to allow for the "disallowed costs". Used with contractors mainly on maintenance, refurbishment or emergency contracts when scope of work cannot be defined or described at award stage. Used with consultants when work is done on an ad hoc basis or has a high research component.
F	Management contract used in ECC only	A cost reimbursable contract as the Contractor is paid Actual Cost plus percentage fee. Intention is that contractor only manages the work of others to whom he will subcontract work using any of the other main options. Ideal if Employer has no resources, or lacks knowledge of the industry.
G	Term contract used in PSC only	In effect a cost reimbursable contract as Consultant is only used when Employer requires work to be done. Typical work and resource items are pre priced in a Price List and ones used are selected for each Task undertaken during the term of the contract. Each Task is effectively a lump sum price.
	Price List used in ECSC; ECSS only	Price List can be filled in three ways to provide either a priced activity schedule (Op A), bill of quantities (Op B), or schedule of rates (Op E) contract.

NOTE: This guidance is very general and each project will have its unique set of circumstances. Please seek advice from recognised NEC experts regarding contract strategy for particular circumstances.

1.13. Characteristics of different contracting strategies



1.14. NEC contracts in the context of the total procurement activity: Four Key Issues.

1.14.1. There are four Key Issues that should be given equal importance and attention in any procurement activity. They are:

- Procurement Strategy (plan for management of procurement activity and risk sharing)
- Contract Development (what the contract should look like, contain, and to what quality)
- People skills and experience, (people build projects, not pieces of paper) and
- Contract Management (the philosophy and key procedures within each NEC contract.)

1.14.2. Although NEC is only the system that prescribes how contracts are managed, (the last of the above Key Issues) it has considerable influence on the other three Key Issues. For example:

- The range of main options available in the NEC system determines the extent of procurement strategies available.
- The contracts making reference to an NEC form must be developed so that they are compatible with it otherwise ambiguity and inconsistency may arise, leading to disputes.
- The people using NEC contracts need to be sufficiently capable of doing so otherwise the desirable philosophies outlined in 1.2.4 above will not be realised.

1.14.3. However knowledgeable a person may be of any particular NEC contract, a lack of capability and attention to the other three Key Issues will prevent the attaining of the desired outcome.

1.14.4. It is all too easy to blame the contract system when things go wrong, when in reality it is not the contract at all, but insufficient attention to the Key Issues, or not performing the actions which the contract requires and within the time required. The 'people' factor is the source of many disputes. There are very few cases of disputes arising solely from any particular clause in standard form contracts generally.

2. PROJECT STRATEGIES AND ROLE PLAYERS IN THE NEC SYSTEM

2.1. Project strategies

2.1.1. Unlike the FIDIC system, NEC is designed to be applied to almost any project strategy including the traditional single main construction contract with design by employer's separate design team, design and construct by contractor, EPC turnkey, construction management, management contracting and full mature partnering strategies.

2.1.2. Single Main contract.

In the single main construction contract strategy, project organisation assumed in the ECC involves the participants shown in Fig 2. The ECC is used for the contract between the *Employer* and the *Contractor*. The ECS may be used for the *Contractor's* subcontracts. The NEC Professional Services Contract (PSC) is used for contracts with the *Project Manager*, the designers, or the *Supervisor*. The NEC Adjudicator's Contract is used for the contract between the *Employer* and *Contractor* (jointly) and the *Adjudicator*. It may also be used in subcontracts using the ECS, in the NEC Professional Service Contract and with the Engineering and Construction Short Contract (ECSC).

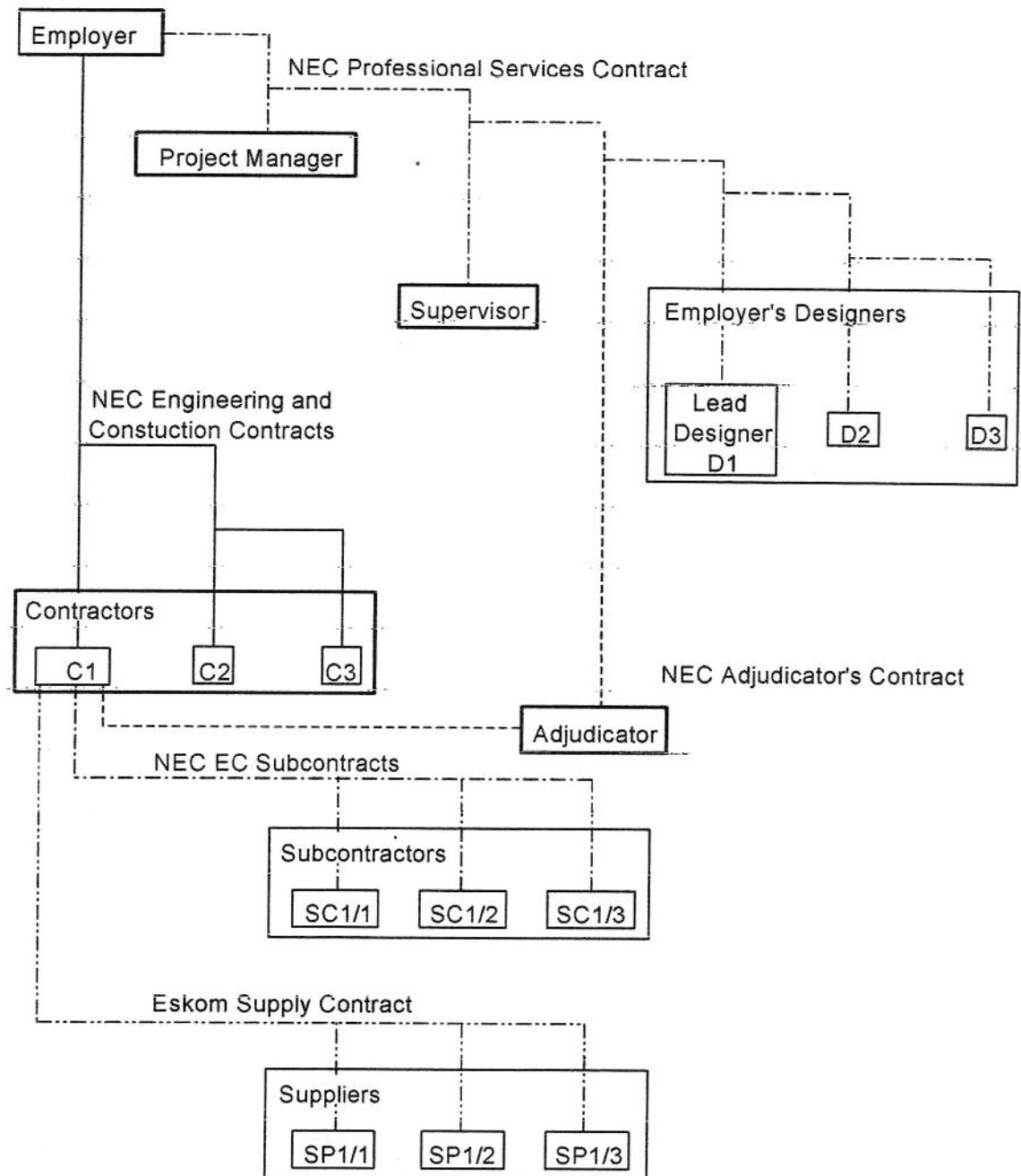
2.1.3. Construction management

Although there is a wide spectrum of opinion regarding what construction management is, most professionals and firms operating as professional construction managers are providing management services carried out during the predesign, design and construction phases. These services provide control of time and cost in the construction of a new facility. In construction management type contracts, one firm is retained to coordinate all activities from concept design through to acceptance of the facility. The firm has the function of a traffic cop or enforcer, controlling the flow of information among parties active on the project. The CM establishes the procedures for award of all contracts to architect, engineer, principal suppliers, and so called trade contractors⁷. One of the trade contractors, usually the contractor for the main civil works and structure, is often required to provide access, coordination and handling facilities on behalf of the employer for the other trade contractors.

2.1.4. Construction Management and the NEC

Using the NEC system, the *Employer* would appoint a contractor or firm of professional project managers to act in the role of Construction Manager. This would be done under the NEC Professional Services Contract. The Construction Manager would then act as the *Project Manager* in each of the construction (trade) contracts, and as the *Employer's* Agent in each of the professional services contracts. He advises the *Employer* on placing trade or construction contracts using one of the main options for each contract. A typical project arrangement would be as shown in Figure 3.

⁷ Daniel W Halpin and Ronald W Woodhead, *Construction Management*, John Wiley & Sons, USA 1980



Notes:

- 1 This diagram shows the adjudicator appointed in connection with the contract between the Employer and Contractor C1. The same or a different adjudicator might be appointed for contracts with other Contractors or indeed for contracts between the Employer and his professional advisors or between Contractors and their Subcontractors.
- 2 Subcontractors can include Contractor's Designers who might be appointed under an NEC Professional Services Contract between the Contractor and the Designer rather than the NEC Subcontract shown in this diagram.

Fig 2 The ECC single main contract system – Key role players and contractual links

By comparison, for a single contract project using the FIDIC suite of contracts, the process would be:

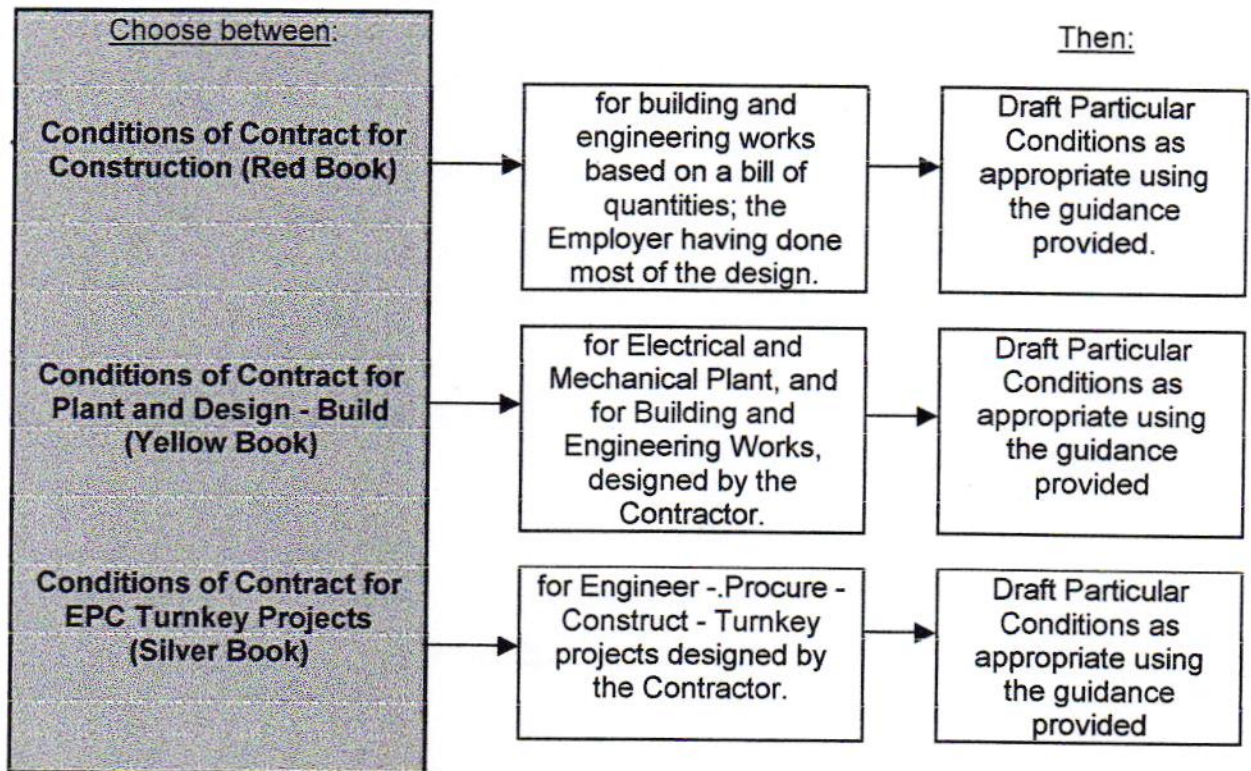
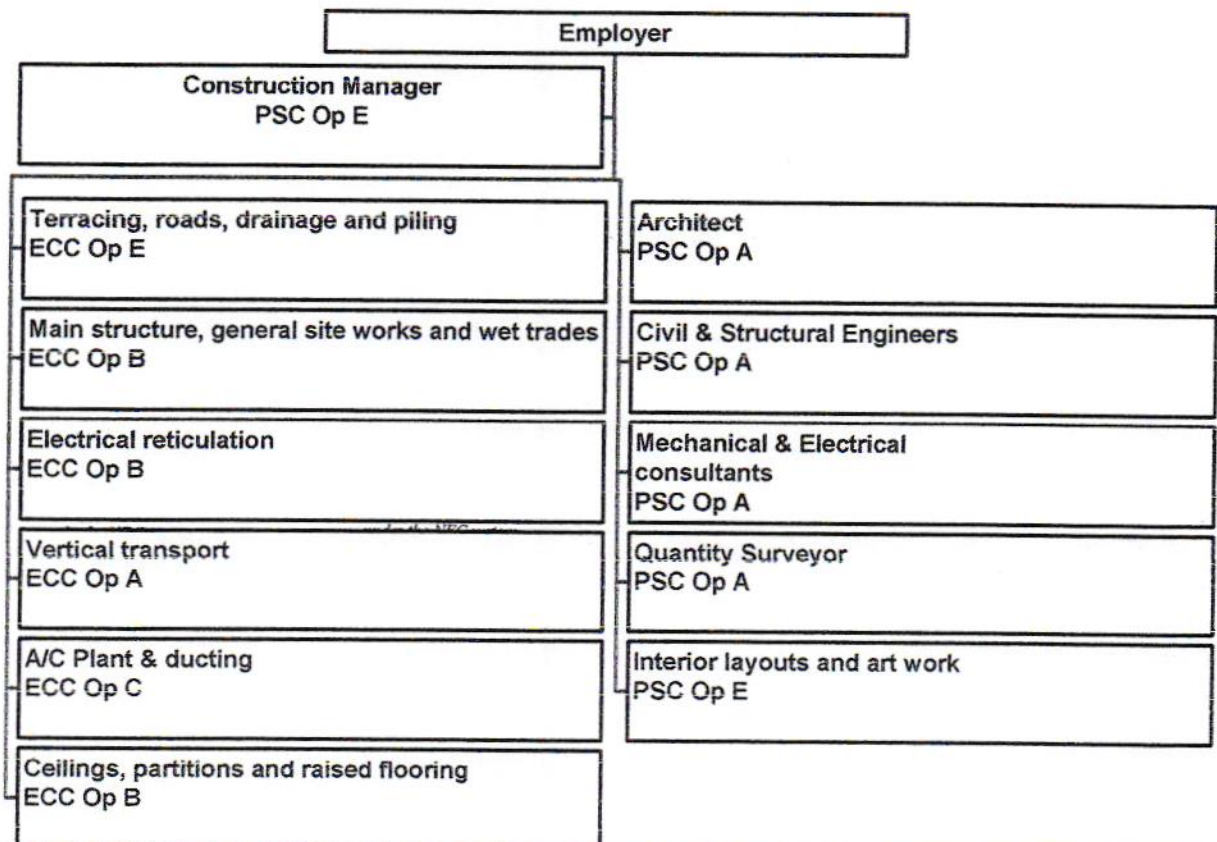


Fig 3 : In construction management the Construction Manager manages all interfaces between works and design contracts on behalf of the Employer, but does not carry liability for the project. The Employer has direct ECC's with trade contractors and direct PSC's with each consultant.



2.1.5. Management Contracting.

The conditions of contract applied to management contracts are still evolving. In practice there are several different approaches used in relation to, for example, scope of services, time of appointment and methods of fee payment. The terms under which subcontractors are employed are also changing.

2.1.6. Management Contracting using the ECC management contract, Option F.

The *Contractor's* responsibilities for construction work are the same as those undertaken by a *Contractor* working under the other main options although he does not carry out any construction himself. He is required to subcontract the construction work. The *Contractor's* services apply mainly to the construction phase although he would usually be appointed before construction starts. If substantial pre-construction services are required and the *Employer* wishes to have the option to change the Management Contractor before construction starts, a separate contract should be awarded for a pre-construction service contract, using the NEC Professional Services Contract.

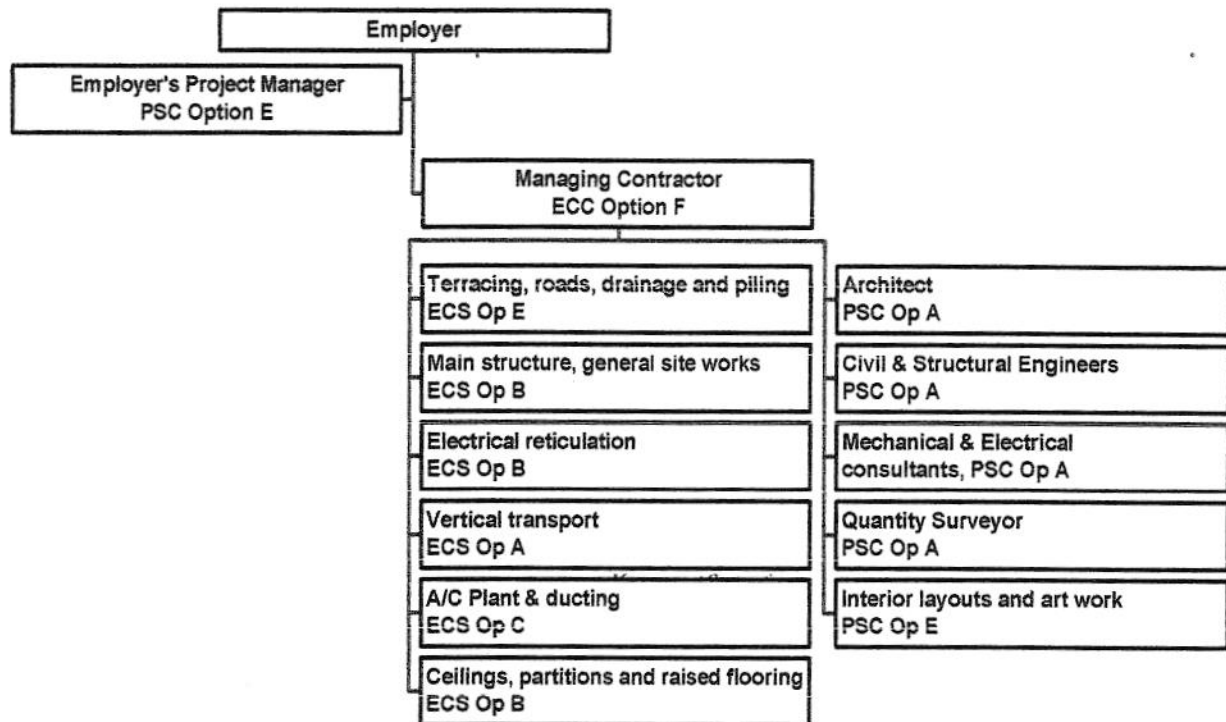
All subcontracts are direct contracts with the Management Contractor. If the *Employer* wishes to be a party to the construction subcontracts a management contract is not appropriate. He should then appoint a construction manager as the *Project Manager* and use the ECC with appropriate main options for the contracts with package contractors.

The Management Contractor tenders his Fee and his estimated total of the prices of the subcontracts. The subcontract prices are paid to the Management Contractor as Actual Cost and are the only element paid in this way. The Management Contractor is responsible for supplying management services and completing design if required. In the latter case the contract becomes a design and management contract.

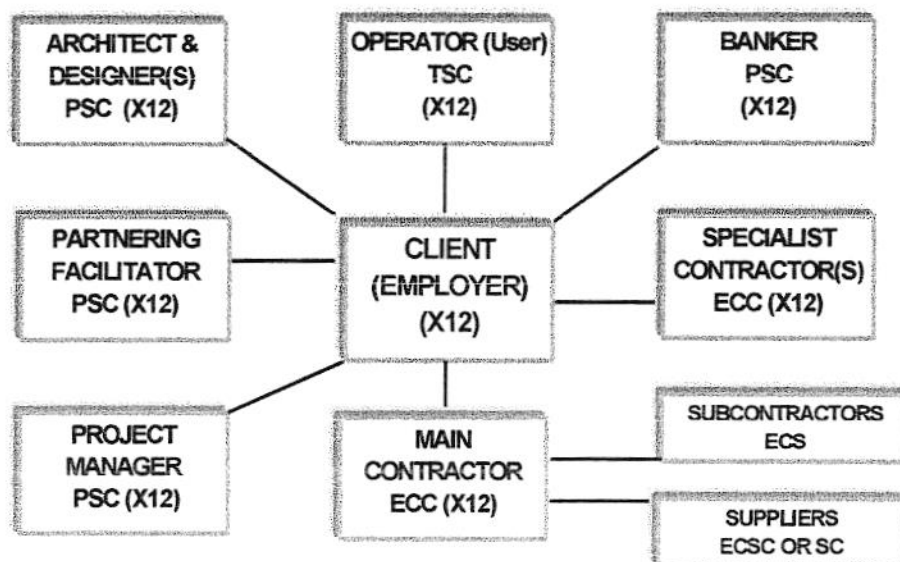
The Management Contractor's Fee will increase as Subcontractors' prices (Actual Cost to the Management Contractor) increase due to compensation events. However, he will not receive separate payment for his work in dealing with compensation events and he will not receive any additional Fee for work on compensation events which does not lead to an increase in Subcontractors' prices.

If in the Construction Management arrangement illustrated above, the *Employer* decided he did not wish to have so many contracts directly to him and preferred to have one accountable party for the whole project, the project organisation chart would be revised as follows:

The *Employer* would appoint a Management Contractor under a direct ECC Option F contract. Each of the 'trade contracts' in the left-hand column would then be let in terms of the NEC Engineering and Construction Subcontract (ECS) and the design contracts under the PSC. The Management Contractor may, of course, not be bound to use the same main options or indeed the same contract strategy as indicated above in the Construction Management arrangement. The *Employer* would still need to appoint his own *Project Manager* to act in this role under the Option F Management Contract. The following diagram illustrates such an arrangement.



- 2.1.7. Partnering strategies under NEC are used when partnering techniques are applied to a project. NEC's Option X12 is selected in the contracts of partners (as shown below) but not for contracts with suppliers for whom partnering is not necessary. The team of partners is convened and contracts are put in place at the time the Client is still compiling his business case for the project.⁸



⁸ See Bennett Prof J and Baird A, *NEC and Partnering – The Guide to Building Winning Teams*, Thomas Telford London July 2001

2.2. Parties & role players

2.2.1. The Parties and their agents for each NEC contract are as follows:

Contract	Party 1	Party 2	Party 3	Party 1's agents	
ECC	<i>Employer</i>	<i>Contractor</i>		<i>Project Manager</i>	<i>Supervisor</i>
ECS	<i>Contractor</i>	<i>Subcontractor</i>		*	
ECSC	<i>Employer</i>	<i>Contractor</i>		*	
ECSS	<i>Contractor</i>	<i>Subcontractor</i>		N/A	
PSC	<i>Employer</i>	<i>Consultant</i>		<i>Employer's Agent</i> if option X10 applies.	
TSC	<i>Employer</i>	<i>Contractor</i>		<i>Service Manager</i>	
AC	Party 1	Party 2	The Adjudicator	N/A	N/A

* Denotes that Party 1 may delegate any of the actions of him to a person first identified to Party 2.

Names in *italics* means the person or party is identified in the Contract Data.

2.2.2. Roles responsibilities and liabilities of the named players, *Project Manager*, *Supervisor* in ECC and *Service Manager* in TSC

The role players whose names are identified in Contract Data have their responsibilities and roles set out in each respective contract. The role played by Engineer, Architect or Principal Agent in other standard forms is divided in ECC between the *Project Manager*, the *Supervisor*, the *Employer's* designer and the *Adjudicator*. The *Employer's* designers do not have actions in the ECC but the *Employer* carries responsibility for them both in terms of their design work and the delivery of drawings and acceptances that the *Contractor* has identified the dates for receipt of in his programme.

The ECC and TSC place considerable authority in the hands of the *Project Manager* and *Service Manager* respectively. These contracts assume that they have the *Employer's* authority to carry out the actions and make the decisions which are required of them. If their contract with the *Employer* constrains them in any way, as for example in the case of a limit on the amount which the *Project Manager* or *Service Manager* may authorise as a compensation event assessment, it is the responsibility of the *Project Manager* or *Service Manager* to ensure that all the approvals are given in time to enable them to comply with the time periods set out in the ECC or TSC. If such approvals by the *Employer* are not given, the *Contractor* has the right to raise the matter with the *Adjudicator*. It is not advisable to state limits on the *Project Manager's* or the *Service Manager's* authority in the additional conditions of contract as this will make settlement of disputes difficult.

In ECC, the *Project Manager* is free to seek the *Employer's* views as much or as little as his relationship and contract with the *Employer* requires. He will normally maintain close contact with the *Employer* so that his decisions reflect the *Employer's* business objectives.

He has authority to change the work, to instruct the *Contractor*, and generally to apply his managerial and engineering judgement. Positive management from both sides is encouraged. The arrangements under TSC for the *Service Manager* are similar.

The contractual role of both the *Project Manager* and the *Supervisor* is defined in terms of the actions and decisions he is to take. The contracts do not stipulate what decisions the *Project Manager* is to make but do stipulate the bases upon which he is to make his decisions. In this way, the *Project Manager* is constrained from acting unreasonably. If the *Contractor* believes that any of the *Project Manager's* or *Supervisor's* actions or decisions is not in accordance with the contract, he may refer it to the *Adjudicator* (Clause 90.1). The same applies to the *Service Manager* under TSC.

Appointment of the *Project Manager*, *Supervisor* and *Service Manager* can be either from the *Employer's* own staff or from an outside firm. It is quite common to appoint a representative of the designer to the role of *Supervisor* in ECC in order to assure design continuity through into the construction phase, as well as providing the designer with better control over his liabilities for his design. There is nothing preventing the parties from agreeing to the use of several "*Supervisors*" in an ECC contract, one from each of the design companies whose work is included in the ECC based construction contract. This has been done in various building contracts where initial fears of clouded responsibility soon gave way as the benefits of supervision by a team made up of experts in the relevant disciplines, were soon shown to outweigh concerns around single point responsibility.

In the matter of liability, all NEC contracts provide that acceptance by Party 1's agents of Party 2's work, or of his design will not change Party 2's responsibility to Provide the Works (or Services) or his liability for his design. The same principle as that given for ECC below is passed down the procurement chain by contractor to subcontractor.

The Project 14

Manager 14.1 and the Supervisor

- 14.1 The *Project Manager's* or the *Supervisor's* acceptance of a communication from the *Contractor* or of his work does not change the *Contractor's* responsibility to Provide the Works or his liability for his design.
- 14.2 The *Project Manager* and the *Supervisor*, after notifying the *Contractor*, may delegate any of their actions and may cancel any delegation. A reference to an action of the *Project Manager* or the *Supervisor* in this contract includes an action by his delegate.
- 14.3 The *Project Manager* may give an instruction to the *Contractor* which changes the Works Information.
- 14.4 The *Employer* may replace the *Project Manager* or the *Supervisor* after he has notified the *Contractor* of the name of the replacement.

The *Project Manager* and the *Supervisor* should have been appointed separately by the *Employer* using the PSC, with one of their duties stated in the Scope as acting in these roles when administering the ECC contracts. Any of their actions under ECC not carried out, carried out incorrectly or outside the stated time periods, will be viewed by the *Employer* in terms of their liability for reasonable skill and care under the PSC. With the actions in ECC being stated very clearly, there can be no doubt that such transgressions would give rise to a breach of reasonable skill and care under PSC.

Considerable innovation of the agents' roles in ECC has become quite commonplace in UK projects as part of the M4I⁹ initiative. The role of *Supervisor* has been allocated to the *Contractor* as part of a self-certification programme. A team made up from representatives of the Parties and the designers has jointly performed the role of *Project Manager*. The main benefits of these innovations have been enhanced teamwork, with quality decisions made quicker as a team, and of course no disputes.

2.2.3. Roles and responsibilities under the PSC contract.

PSC does not use a named agent in its text, but allows for the *Employer* to nominate an agent to act on his behalf through the inclusion into the contract of secondary option X10, thus:

Option X10: *Employer's Agent*

<i>Employer's Agent</i>	X10.1	The <i>Employer's Agent</i> acts on behalf of the <i>Employer</i> with the authority set out in the Contract Data.
-------------------------	-------	--

This allows the *Employer* to list in Contract Data the actions under the contract he wishes to delegate to the *Employer's Agent*. This is best done by listing actions (under their clause numbers) that are not to be delegated, stating that all the others are delegated.

Neither the *Employer* nor the *Employer's Agent* (as in other NEC contracts) assume any liability by their acceptance of a communication from the *Consultant* or checking of his work.

Acceptance 14

14.1	The <i>Employer's</i> acceptance of a communication from the <i>Consultant</i> or checking of his work does not change the <i>Consultant's</i> liabilities or his responsibility to Provide the Services.
------	---

2.2.4. Roles and responsibilities under the ECSC

The ECSC does not make use of a named agent either but allows for delegation of the *Employer's* actions. The position with liability for acceptances is the same as the other NEC contracts.

The <i>Employer's</i> authority and delegation	13	
	13.1	The <i>Contractor</i> obeys an instruction which is in accordance with this contract and is given to the <i>Contractor</i> by the <i>Employer</i> .
	13.2	The <i>Employer</i> may give an instruction to the <i>Contractor</i> which changes the Works Information
	13.3	The <i>Employer's</i> acceptance of a communication from the <i>Contractor</i> or of the <i>Contractor's</i> work does not change the <i>Contractor's</i> responsibility to Provide the Works or the <i>Contractor's</i> liability for the <i>Contractor's</i> design
	13.4	The <i>Employer</i> , after notifying the <i>Contractor</i> , may delegate any of the <i>Employer's</i> actions and may cancel any delegation. A reference to an action of the <i>Employer</i> in this contract includes an action by the <i>Employer's</i> delegate.

⁹ M4I is the national Movement for Initiative programme into which client bodies volunteer their projects for scrutiny and report in return for using different ways of managing projects. Over 70% of the projects submitted used the NEC system as their contract form of choice.

2.2.5. Roles and responsibilities under the subcontracts

Neither of the two subcontract forms, ECS and ECSS, make use of agents to act on behalf of the *Contractor*. The ECS contract includes a delegation clause but ECSS does not since it is assumed that at this level in the procurement chain, delegation is neither warranted nor desirable. The same principle regarding liability for acceptance of work or design included in the main contracts applies between parties to the subcontract forms, ECS and ECSS.

2.2.6. The *Adjudicator*, his powers and actions.

The *Adjudicator* is appointed jointly by the Parties for the contract. Party 1 should insert his choice of *Adjudicator* in part one of the Contract Data. If Party 2 does not agree with the choice, a suitable person will be the subject of discussion and agreement before the Contract Date. Alternatively, Party 1 may propose a list of acceptable names, and the successful tenderer may be asked to select one of them to be *Adjudicator*. It is most important that the *Adjudicator* is selected and his name inserted in the Contract Data before contract award (the Contract Date in NEC terminology). This is because there may be serious problems later should a dispute arise in the absence of an agreed *Adjudicator*.

It is intended that the *Adjudicator* be a senior and respected person in industry who is capable of acting impartially is available and capable of resolving disputes rapidly and on the basis of written submissions. He derives his powers only from his own contract and the contract between the parties in dispute (See extracts from both of these below).

The *Adjudicator* becomes involved, only when a dispute is referred to him. As a person independent of both Parties, he is required to give a decision on the dispute, within stated time limits. If either Party does not accept his decision, they may proceed to the *tribunal* (either arbitration or the courts). Under the *Adjudicator's* Contract, the Parties share payment of the *Adjudicator's* fees and expenses equally.

It is desirable that Party 2 use the same *Adjudicator* named in their contract with Party 1 for their subcontracts.

For a multi contract project or large value long period project it may be better to set up a panel of say three experts to act as "the *Adjudicator*."

The SA Division of the NEC Users Group has prepared a List of NEC *Adjudicators* from which names may be selected and the person approached to act accordingly. This is the most basic form of accreditation, based on the outcome of NEC *adjudicator* training events, but better than nothing. The main attribute of a suitable *adjudicator* is that he (or she) must be experienced in the CORRECT application of the NEC contracts they are likely to *adjudicate* upon.

The *Adjudicator* is obliged to act in accordance with his contract with the Parties and in accordance with the contract between the Parties. A failure to do so could result in his decision being set aside on the basis of an absence of jurisdiction.

This arises out of the combination of these clauses from the *Adjudicator's* Contract:

- | | | |
|------------------------|-----|--|
| Actions | 1.1 | The Parties and the Adjudicator shall act as stated in this contract and in the <i>contract between the Parties</i> . The Adjudicator shall act impartially. |
| 2. Adjudication | 2.1 | The Adjudicator reaches a decision on a dispute referred to him under and in accordance with the <i>contract between the Parties</i> . |
| | 2.2 | The Adjudicator may obtain from others help that he considers necessary in reaching his decision. |

And these clauses from the ECC

- | | | |
|------------------------|-----------|--|
| Actions | 10 | |
| | 10.1 | The <i>Employer</i> , the <i>Contractor</i> , the <i>Project Manager</i> and the <i>Supervisor</i> shall act as stated in this contract and in a spirit of mutual trust and co-operation. The <i>Adjudicator</i> shall act as stated in this contract and in a spirit of independence. |
| The Adjudicator | 92 | |
| | 92.1 | The <i>Adjudicator</i> settles the dispute as independent adjudicator and not as arbitrator. His decision is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The <i>Adjudicator's</i> powers include the power to review and revise any action or inaction of the <i>Project Manager</i> or <i>Supervisor</i> related to the dispute. Any communication between a Party and the <i>Adjudicator</i> is communicated also to the other Party or Parties. If the <i>Adjudicator's</i> decision includes assessment of additional cost or delay caused to the <i>Contractor</i> , he makes his assessment in the same way as a compensation event is assessed. |

The *Adjudicator's* liability is stated in the *Adjudicator's Contract*, thus:

- | | |
|-----|---|
| 4.1 | The <i>Adjudicator</i> , his employees, and agents are not liable to the Parties for an action or failure to take action in an adjudication unless the action or failure to take action is in bad faith. |
| 4.2 | The Parties indemnify the <i>Adjudicator</i> , his employees, and agents against claims, compensation and costs arising out of the <i>Adjudicator's</i> decision unless his decision was made in bad faith. |

2.3. The culture issue

- 2.3.1. Much has been written about the benefits of using the NEC system but all of them stress that the Parties and the role players must be prepared to enter into the spirit of the system's drive for change and be driven by its better standards of management by all.
- 2.3.2. The views of two highly experienced construction lawyers are worthy of reference here. Professor Phillip Capper, Partner in London law firm Lovells, advised the NEC team on legal aspects of its work. He is a member of the ICC Arbitration UK National Committee and a great deal of his practice relates to major infrastructure projects. He is Professor of Construction Law at King's College, London and a Fellow of Keble College, Oxford. Frances Alderson has over 18 years experience of aspects of the law as it affects

construction. She has lectured widely on the NEC and advised the contractor on the Heathrow Rail Link Project, one of the first applications of the NEC.

2.3.3. Their comments at an International conference in 1998 were recorded as follows:

- Use standard forms and save money.
- While both raised criticism of NEC they were even more critical of other forms of contract.
- Projects no longer run with contracts in the drawer. (NEC is a form of contract which cannot be left in the drawer as it is a statement of actions to be taken by the role players)
- FIDIC now copying NEC.
- The greater flexibility of NEC recognises the fact that subcontractors are doing more of the work within most construction contracts. (A reference to the Latham Report)
- Other advantages:
 - Flexibility through the range of basic risk and commercial options
 - Changes to time periods (if impractical due to circumstances) forces the Employer to become involved and hence the Parties come together to share the burden effectively. This is because the *Project Manager* will need the *Employer's* authority to change some of the time periods.
 - Better definition of adverse weather.
 - Strong programme provisions which are integrated into contractual obligations through early warning.
 - Pre assessment of changes.
 - International openness and freedom from jurisdictional bias.
- Disadvantages:
 - *Employer* may not challenge the *Project Manager* (except through his direct Professional Services Contract with the *Project Manager*). This may place the *Project Manager* in an untenable position with some employers.
 - Resource costing is difficult for some users.
 - Insurance industry cannot pay out in the time scales appropriate or similar to those in the contract, especially if a major claim arises.
 - Some of the drafting could be improved:
 - Use of the present tense requires an active participant in all clauses. Some clauses (e. g. Clause 13.1) do not obey this rule.
 - Could use more repetition, particularly cross-referencing.
 - Not that user friendly where "a reason" for something is given.
 - Does the mutual trust and co-operation provision create a legal partnership? What happens in the case of one party becoming insolvent?
- If you start an NEC contract with a "traditional contract" (such as GCC1990, old FIDIC and JBCC) view you will fail spectacularly.
- But set out to be driven by NEC and forced to redraft specifications (to improve Works Information) and you will have a successful project.

2.3.4. Since these comments were recorded in 1998, the NEC system has progressively dominated the UK infrastructure project scene as discussed in 1.3 above.

BIDP members current listing (read-only)

Monday 30th October, 2006

The table indicates 144 current members.

The table indicates 120 current members resident in Botswana.

Use Edit Find function (CTRL+f) to search for a name or number

Home

303 481 Adolwa	Mbaja	PO Box 201376	5749481 5728508
250 427 Akanyang	Robert	PO Box 601160	3916670 71506329
243 418 Allen	Anthony M. D.	Private Bag BO 158	
132 221 Allison-Broomhead	Graham Ian	P O Box 698	3972002 0
8 13 Anderson	Andrew William	PO Box 30263	0
235 410 Askovic	Aleksandar	Box 672	3912331 0
256 434 Azoulay	Itamar	P O Box 40577	3919458
276 454 Bale	Keboife Bobo	P/Bag BR 351	3185353 71784961
253 430 Bathuleng-Mookodi	Marina	P.O. Box 2892	3181581 72141650
180 272 Beeken	Roger J	Bag BR 282 Broadhurst,	3905075 0
25 57 Bergs	Hanns-Gerd	PO Box 1581	002711-
70 153 Bernard	Joseph Jane	PO Box 733	0
10 15 Brackenborough	William Michael	PO Box 656	3181112 0
297 473 Bredell	Theodor Gustav	PO Box 2749	3930538 72363636
255 433 Burton	David	no contact	0
292 470 Busang	Rainer Shakes	PO Box 46608	3912975 3972635
18 39 Carrier	Kenneth Michael Morton	c/o PO Box 808	3951310 0
72 155 Chephethe	Ralph Raphael	PO Box 201725	3158209 0
277 455 Chiwila	Amos Gregory Matendeko	PO Box 402247	3182073 3975537
104 192 Cotter	Peter James	P/Bag 00159	3903250 0
45 107 Cuthbert	Ian	PO Box 345	3914391 0
9 14 Davey	Brian Peter	PO Box 610	3952492 0
191 283 Desai	Pankaj Dhirajcal	PO Box 41600	0
5 6 Dixon-Warren	Collin Patison	P O Box 1519	3912400 0
300 478 Dondofema	Efraim	PO Box 20599	3952452 72402515
136 225 Flanagan	Andrew Gerald	PO Box 41654	3975070
234 409 Foote	F. William	6 Avenue Close, Avenue Road	0
293 471 Gaopotlake	Emmanuel	PO Box 402457	3905075 3934971
265 443 Giri	Vellaisamy	PO Box 201375	3926711
302 480 Gitau	Lawrence Wambugu	PO Box 1050	3953344 3925579
211 304 Greenland	John Nicholas Peveral	no contact	3952452
210 303 Groth	Agas	P O Box 2224	3923462 0
228 325 Gunston	S	P/Bag 0088	3956753 0
55 125 Hammond	Jeffrey Blair	P/Bag 0087	3912089 0
137 226 Harris	Paul Francis	PO Box UA 533,	
240 415 Healy	Peter Edward	P O Box 402102	0
6 7 Henderson	Ronald Bryden	PO Box 2386, Cramerview 2060	
244 420 Hinchliffe	John P.	P.O. Box 2378	
169 261 Hingorani	Gopal Das	PO Box V710	5390411 72191234
118 207 Hla	Tin Tin	PO Box 2494	3900148 3160740
237 412 Htut	Win		0
20 42 Hutchings	Lawrence James	P/Bag 0064	3911025 0
230 400 Hyde	Bernard	P O Box 2020	3927764
260 438 Iyer	Kishore Subramanyam	Box 403289	0
105 193 Jadeja	Deepakkumar Ajitsinhji	PO Box 619	3912331 0
48 111 Jones	Gordon Barrie	PO Box 301186	0
71 154 Kalra	Om Parkash		5331511
248 425 Kandaswamy	Rajagopalan	P.O. Box 403614	0
223 316 Kaszay	Peter	P/Bag 098	0
264 442 Katse	Boniface Moeka	Box 201130	3910172

121 210 Kelly	Alexander Lees	PO Box 1395	3956080	0
283 461 Kentshitsuwe	Seitiketso	PO Box 20599	3952452 3909115	
241 416 Kgosiemang	Gontse J.	Private Bag BR155	3191111	
144 234 Khin	Aung	PO Box 2494	3900148	71761353
33 70 Kille	Alan Arthur	PO Box 610	3952492	0
267 445 Kimani	Luci Thoki	PO Box 10070		721186554
116 205 Kintu	Hammed Semwanje	P/Bag 5	5920200	
232 402 Klaric	Z	P/Bag BR 134	3973873 3973873	
19 40 Latilla	Kim Everitt	c/o PO Box 808	3951310	
76 160 Lee	William	PO Box 1190	3914172	0
280 458 Lopang	Patrick	PO Box 21750	3924328	
212 305 Lyamuya	Paul Kinanawa	P/Bag 0061	3552107	0
84 169 Macgarry	Kevin Ignatius	41 Cedar Road	2061591	0
7 9 Mandic	Konstantin	no contact	3971837	
272 450 Manharial	Mehta Rageshkumar	PO Box 401834	3931272	71303381
1 2 Marshall	Ian Harley	Box 1521		0
13 22 Marshall	Jean Carol McCarthy	Box 1521		0
107 195 Martin	George Paul Lamont	PO Box 1025	2412025	0
160 251 Mashelkar	Sharad Sudam	PO Box 41314		3913337
161 252 Mathware	Ogaketse Thopho	PO Box 402182	3951883	0
269 447 Matthew	Thamarathattu Geevarghese	P/Bag 00484	3907435	
274 452 Mazhani	Edward Ted	c/o PO Box 1049	3971181	
229 327 Mhutsiwa	Boyce O.	PO Box 50088	3907068	72116811
226 323 Minja	Frank Anasel	P O Box 1768		0
36 84 Mitchell	Eric Patrick	PO Box 1731	3913335	
258 436 Mmile	Dithologo	PO Box 50088	3907068	72881000
284 462 Moapare	Vincent O.	PO Box 202587	3958033	71734304
44 106 Modise	Mmapula Glorious Karabo	PO Box 1166	3953990	
182 274 Mogomela	Martin Molao	PO Box 402182	3500211	71661545
257 435 Moje	Evans	Box 2851	3164188	
288 466 Monamo	Letsweletse Mpho	PO Box 202691	3186740	72271377
294 472 Moremedi	Thuso	PO Box 602080	3132033	71600688
15 31 Morris	Keith Iles	c/o PO Box 16	3926390	0
86 172 Morton	Timothy Paul	P/Bag 0064	3911025	0
51 115 Moss	Stephen Andrew	P/Bag BR113	3971697	0
246 423 Motsumi	G. A.	Private Bag 00327	3904361	0
259 437 Musuku	Joseph Godwin	Private Bag BR 121	3951654	
263 441 Mutepfa	Daniel	no contact	3952452	
138 227 Mutungi	Gregory Lutta	PO Box 1768	3973415	0
289 467 Mwitumwa	David Kabuku	P/Bag BO 142	3180163 3938515	
43 104 Narola	Kantilal P	PO Box 40855	3922663	0
165 256 Neill	S	PO Box 928	3952251	0
206 299 Ngwakwena	Olebeng Adam Bafundini	PO Box 1454	3918296	
233 406 Njonde	J. M.	PO Box 201679		0
254 431 Nkumba	E	PO Box 808	3951310	0
247 424 Nthase	Phenyo	Private Bag BR155	3191111	
281 459 Nthobatsang	Batshetsi	PO Box 147	4630742	
99 187 Nuttall-Smith	Christopher	PO Box 471	2412477	0
286 464 Nyame	Pedriel Mokwadi	Box 451	3952882 3925704	
299 477 Nyekele	Dennis Hanzoka	PO Box 81140	3923159	71629964
273 451 Odeleye	Wale			
296 474 Okumbe	James Ouko	P/Bag 351	3925088 3925088	71833207
217 310 Orando	Marcellus	P/Bag B R 22	3952678	0
158 249 Oranye	Chike Ikemefuna	PO Box 2469	3952778	0
124 213 Osemenam	Emeka Azubike	PO Box 2469		0
270 448 Otsweleng	Kganetso Bontsi	PO Box 601266	3952452	
227 324 Owusu-Appianti	Godfrey	P O Box 2373		0
164 255 Palalani	Koziba Gumbu	PO Box 201570	3922687	0
298 475 Paranagam	Daya Jivitha	PO Box 402182	3951883 3912868	
64 144 Patel	Anil F	GSP (Pty) Ltd	2610533	0

99 has a different addition

146 237 Patel	Shahnawaz M	PO Box 20599	3952452	0
175 267 Patel	Vasant	PO Box 202006 Calabarne	5332440	0
245 421 Paul	Jose	Box 70470		0
275 453 Perera	Balasooriya Arachchige Ruwan P/Bag	00281	3918438	71702446
218 311 Peric	Vladimir	P/Gab 313	3956670	0
194 286 Phiri	Fred	PO Box 928	3952251	0
170 262 Price	Owen Sean	PO Box 61	2610491	0
139 228 Pritchard	Gareth Wyn	PO Box 610	3952492	0
163 254 Quille	Denis Declan	PO Box 402182	3951883	0
285 463 Rai	Jagdish Nathalal	Box 451	3952882 3181955	
291 469 Rajnovic	Predrag	PO Box 451	3922882 3931675	
167 258 Ranjan	Aluraj David	No contact	3913389	0
282 460 Rantshilo	Tshoganetso	PO Box 202587	3958033 3935669	71836280
4 5 Richards	Peter Maurice	PO Box 656	3953647	
238 413 Rynn	Marc D.	Private Bag 00327	3904361	
268 446 Sajja	Nagarajababu	P/Bag 00338	3954259	
184 276 Samman	Joseph	P/Bag 0061	3952305	0
181 273 Sekucha	Olebile	PO Box 201570	3922687	0
287 465 Seomile	Bosiame Jay	Box 35	4600601	72443484
261 439 Sergeant	Raymond D	Box 403708	3182985	
301 479 Setekia	Simon Wateka	PO Box 2041	4712457 4712457	71421012
75 158 Shah	Pradip Babulal	PO Box 2144	3973203	72144376
239 414 Smith	Gordon T.	Private Bag 00488		0
290 468 Soderstrom	Ulf Martin	PO Box 40554	3912173 3971016	
231 401 Taylor	M	Box 2020	3974616	
252 429 Todd	David John	47, Balmoral Avenue		
52 116 Van Vuuren	Petrus Jacobus	PO Box 1468	3912224	0
224 319 Viug	Gerrit Herman	P O Box 17	5337249	71204237
222 315 Wall	Joanna B.	15, Monmouth Street	312224	
102 190 Welfing	Albert Andreas	PO Box 448	6860659	
278 456 Williams	Alan Geoffrey	P/Bag K4	6251595 6250114	
115 204 Wong	Melvorn	PO Box 9	3974341	0
59 133 Yates	Michael George Henry	Box 657		
23 50 Young	David Alexander	PO Box 1049	3971181 3956170	

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BIDP NEWSLETTER

RYB CRITERIA FOR TYPES OF DISPUTE RESOLUTION TO BE USED IF REQUIRED BY RYB CLIENTS

WHERE A BUILDING OR ENGINEERING CONTRACT IS THE BASIS AND A DISPUTE HAS ARISEN BECAUSE THE DOCUMENTATION PREPARED WAS NON-EXISTENT / POOR / INAPPROPRIATE/INADEQUATE/ ETC. OR DEFECTIVE IN CONSTRUCTION, APPLICATION AND ENFORCEMENT BY EITHER OR BOTH PARTIES TO THE CONTRACT

THERE ARE SEVERAL WAYS OF RESOLVING DISPUTES THAT CAN BE ADOPTED "BUT IT WOULD BE BETTER THAT IT NEVER CAME ABOUT" IS NOW "TOO LATE"

1 LEGAL ACTION

Common Perceptions

Every one thinks that his case is watertight and he has the best advisers and cant loose!
Every one likes his day in court!
Costs awarded usually follow the finding of the court decision!
You pay later rather than now!

This is the only way perceived by the general public for the resolution of a dispute.

Architects / Quantity Surveyors / Engineers generally complete both Building Contracts and Engineering Contracts, which are almost always Standard Contracts.

It is generally accepted that **all contracts** have "deep wells" in them for one reason or another and that sharp claims consultants can drive a "carriage and pair through them".

This is alone indicative in the mere form of language used in this perception, this demonstrates that standard contracts have been around a long time and that great care must be taken in editing them.

A contract is seldom read "**in reality**" by anyone, particularly by the persons signing them. Thank the "Sages" for standard contracts with standard holes, as standard holes come in "pairs" and the actual advised solution is often "do not think of this claim or else we will think of this counter claim" Always seek an experienced adviser to assist by cross checking as a **quality assurance** and read over the completed contract **prior** to signature! "**As signed**" is how the contract will be interpreted even if both parties have not read it or think that it should have been something else in any case. The lack of an appropriate signed contract or non- existence of **any** or a fully documented contract is often the case for a dispute as "**oral is not written**". A specially **drafted** contract for building (Non standard) will for sure have more holes than the ones thought to be closed tight by the best Lawyer in Town (unless he is also a Chartered Quantity Surveyor)- and this may be the case once in a life time.

Bear in mind the above and remember that this course of action is very much **in the Public Eye** will any disclosure made in the **actual** case have repercussions on other **related issues** and there are many, then think again as this may well create a precedent for other parties to start similar

disputes with you. Is the creditability of an organisation at stake or is this the only case you have on your once in a lifetime development; do you have to work with the other party again?

→ keep gaps same

How sure are you that **you can defend your position** that you have done all that should be done, at the right time, in the right manner, are all your records at hand? Are all your personnel at hand to confirm or clarify the matter etc. This is the management scenario to back drop this course of dispute settlement and not **Every one thinks that his case is watertight and he has the best advisers and cant loose!**

Is a genuine future relationship with the other party a necessity or a possibility **after a public court case** Is it a case of **cant pay or don't want to pay or dependent on someone else paying a party.** How did the dispute come about and when and why was the dispute caused. Can you identify the **watershed**, this is the point in time when the two parties relationship goes sour and possibly vindictive and this is often through lack of communication, lack of consideration or by oversight or plain ignorance of the basic contract that has been actually signed. "Well I never read the contract" "I did not draft it myself" "There never was in fact a requirement for an actual written contract" as we have worked together many times before and I know the man/company/ Institution. etc.

2 ARBITRATION

Common Perceptions

The arbitration can be started tomorrow and can be at our convenience, as we don't have to fit into the legal system with its apparent congestion, delay and high costs!

It is much cheaper and quicker than a court action!

We can get the best advisers and win the case, as we have done no wrong!

It is private and can be stopped at any time!

You cannot go to arbitration if there is no clause in the contract for arbitration!

The Botswana Arbitration Act tells you how to do it (read it and you will find the limitations due to the vintage nature of the Act it was copied from and compare with recent Acts elsewhere for what is not covered and its apparently unique provision for the Arbitrator)

Any person of legal age can be an Arbitrator /make sure that you have one with experience in the field that the dispute is in or else you may pay a penalty in money terms for his time to learn and you may be uncomfortable with the decision, which in general is final and binding. A selected mutually agreed Arbitrator is often more difficult to achieve than you would think particularly when it is desired to have a local rather than more expensive outside arbitrator, who is unbiased or at least of independent mind in the absence in Botswana of full time specialists with no other professional activities to undertake, that could provide other relationship problems for declaration.

Each type, procedure and presentation for either party can be in several different forms, both parties "should" have a team to match the others though this is not a necessity, Consultants or advisors should have authority of their principals' preliminary meetings, however many, are the key to the establishment of an appropriate basis.

Costs to both parties are much reduced if the parties agree areas of common ground and define the issues in contention prior to the start of the Arbitration. A schedule of documents exchanged between the parties with chronological dates goes a long way to simplify the start of the due process and shorten the time spent by the Arbitrator in understanding the development of the dispute.

The Arbitrator can act in a passive or interrogatory mode by agreement of the parties. This helps the conclusion of an expedient due process in some cases.

Arbitration can be simple oral, written only or full with formality of presentation and hearings agreement must be made by the parties, who can agree any format **even** if their relationship based contract does **not have an arbitration Clause**. Two parties can always agree alterations or extras.

With full formality and legal council etc. arbitration can take as long to prepare and undertake as a court case with subsequent appeals at higher levels and can be just as expensive, but at least it is in private and there is no exposure to the public eye.

Many of the items mentioned in other sections also apply in an arbitration scenario.

The parties to the Arbitration should be advised that they can by agreement between themselves settle the dispute at any time and cancel the Arbitration procedure providing that the fee and disbursement account of the Arbitrator is paid in full prior to the conclusion of the dispute.

3 MEDIATION

Common Perceptions

Yes this is a good idea, as it should be cheaper and quicker

It is not binding if not finalised so why even try it

If one of the parties does not want to pay in any case, there no point, better go to court right away as there is a possibility that this is just a stalling tactic to waste time

Providing both parties are genuine that they want to go this route this is cost effective but how Do the parties know it will be a serious attempt to find a dispute resolution **system**?

If a proper agreement format is not set out the result will be contested for several reasons such as: -

- Non-authority of delegate
- No final conclusion without reference to a higher client body
- No final conclusion without reference to a higher financial authority
- Lack of participation dedication from principals
- Lack of non- disclosure of funds to pay the final agreement.
- Lack of a site visit to clarify actual reality
- Duplicity of purpose (for example - Correct the building first and recover from other parties such as negligent consultants or other parties etc later as a separate action)
- Duplicity of responsibility (for example – maintenance is not part of the builder's final account
- Clarification of conclusions being by nature extra over, when the cost base is not identifiable
- Lack of definition of all aspects on which the mediation is to cover

Lack of professional integrity and seriousness of intent to provide information of a supportive nature will often prolong the due process if there are no proposed timetable or anticipated completion date

Many of the items mentioned in other sections also apply in a mediation scenario.

The parties to the Mediation should be advised that they can by agreement between themselves settle the dispute at any time and cancel the Mediation procedure providing that the fee and disbursement account of the Mediator is paid in full prior to the conclusion of the dispute.

4 ALTERNATIVE DISPUTE RESOLUTION (ADR) SETTLEMENT

Common Perceptions

I have never heard of this foreign format so I want to use it (developing by use in the USA) .
It is only good if you have somebody who knows how to do it so why bother ?
It is talked of widely in professional magazines but too complicated to apply in Botswana .

The in outline is a type of mediation approach with elements of Arbitration and if properly established, formatted and administered provides a very cost and time effective solution to the resolution of contractual disputes.

It is summarised as “let common sense and reason prevail” and follows the re opening of communications which get lost in the development of the dispute and a realisation that both parties can quickly benefit from a realistic controlled resolution scenario.

This system has been evolving in several countries particularly where legal costs are high and a general litigation state of affairs prevails, which it is why it is often adopted. It is common practice in the United Kingdom where common sense is the key to this approach has frequently led to a proactive approach and is gradually being introduced in contracts as an intermediary step in contracts prior to arbitration because of its common sense approach and economic return, as it is in the interest of all parties to the dispute.

The terms of reference for the ADR/ mediation being all matters of dispute between the parties as designated by the parties and put to the Mediator, or else claim and counter claim will follow as each party loses a point and will look for replacement points to maintain the anticipated cost return envisaged

Many of the items mentioned in other sections also apply in an ADR/mediation scenario.

The parties to the ADR/ Mediation should be advised that they can by agreement between themselves settle the dispute at any time and cancel the Mediation procedure providing that the fee and disbursement account of the Mediator is paid in full prior to the conclusion of the dispute.

The parties should be advised that they might find it necessary to bring other representatives to the ADR/mediation for part of the proceedings for the sake of clarity or convenience due to the fact that it will most likely be found that all historical parties to the building contract would no longer be at hand due to the passage of time and that this would facilitate the due process of the ADR/Mediation.

It should also be pointed out that there would be no requirement for these additional parties to attend at all times to reduce or save costs, but remember that it is a professional courtesy in the interest of a prompt resolution of the dispute being found to notify the other party of such an intention.

GENERALLY

The Pupil Arbitrator and Mediators are always required by Reynolds & Young Botswana (RYB) to be

appointed under the authority of the parties to the Arbitration/Mediation at the request of the Arbitrator/ Mediator to assist with the administration of the procedures. The Pupils will exercise these administration function gratis in return for the opportunity to advance their own **hands on learning** in these fields, this general practice has been on going with Reynolds and Young since 1955.

Notes for comments and review updates



TELEFAX

ATTN : Ellen/David Young
BIDP

FROM: Ryan Flanagan
Bull and Bush

DATE : 9th September 2006

TELEFAX: 3971181

Dear Sir / Madam

Further to our telephone conversation please find a copy of our finger snack menu.. There is no charge for hiring the venue. I confirm your booking for 33 people for 14th September at 6pm, please contact us by 2pm with any revised number of guests.

Thank-you for your support.

Ryan

COCKTAIL MENU

**CHICKEN DRUMSTICKS
SAMOOSAS (MEAT AND VEG)
MINI PORK RIBS
MEAT BALLS
MIXED PIZZA SLICES**

Please note our menu is flexible and we welcome any suggestions you may have.

PRICE: P 45.00 per person

The price does not include any drinks.

Drink prices are as follows: St Louis, Castle, Hansa, Castle Light – P8-50; Amstel, Windhoek Lager + Light – P9-50; Savannah, Hunters Dry – P8-50; Smirnoff Spin – P13-00; Coke, Fanta Sprite etc – P6-75; St Louis and Castle Draught – P14-00; Brandy and Vodka – P5-50; Whisky Bells – P6-00, Jack Daniels – P8-50.

BULL AND BUSH
(PTY) LTD

fax: 533249.

OPTION 6 - SNACK PLATTERS

Platter 1- Sandwich Platter **P 80-00**
Fillings to include egg mayo, cheese and tomato, assorted cold meats.

Platter 2 - Chicken Platter **P145-00**
Assorted chicken pieces

Platter 3 - Sausage Platter **P110-00**
Cocktail sausages, viennas, Russians and boerewors with a dip

Platter 4 - Savoury Platter **P145-00**
Assortment of spinach & feta rolls, samoosas, pizza slices, chicken nuggets, meat balls etc

Platter 5 - Crudites Platter **P 75-00**
Carrot sticks, celery sticks, mushrooms, cocktail tomatoes with a dip

Platter 6 - Cheese & Pate Platter **P 150-00**
Assorted cheeses and pates with crackers

Each platter serves 8 - 10 people.

**TRAINING PROGRAM ON ENERGY EFFICIENCY AND ENERGY
MANAGEMENT IN BUILDING SECTOR**

COURSE APPLICATION FORM

Name of the Participant: Title (Mr, Ms, Mrs. Dr. etc.).....

Surname..... First Name.....

ID/Passport Number:

Name of the Organisation:

Postal Address of the Organisation:

Designation:

Profession: (Architect, Engineer, Quantity Surveyor, Facility Manager, Teaching, etc)

.....

Work Telephone Number:

Fax Number:

Email Address:

Mode of Payment: Cash/Banker's Cheque

Details of the Banker's Cheque (if payment through banker's cheque):

.....

.....

Remarks if any:

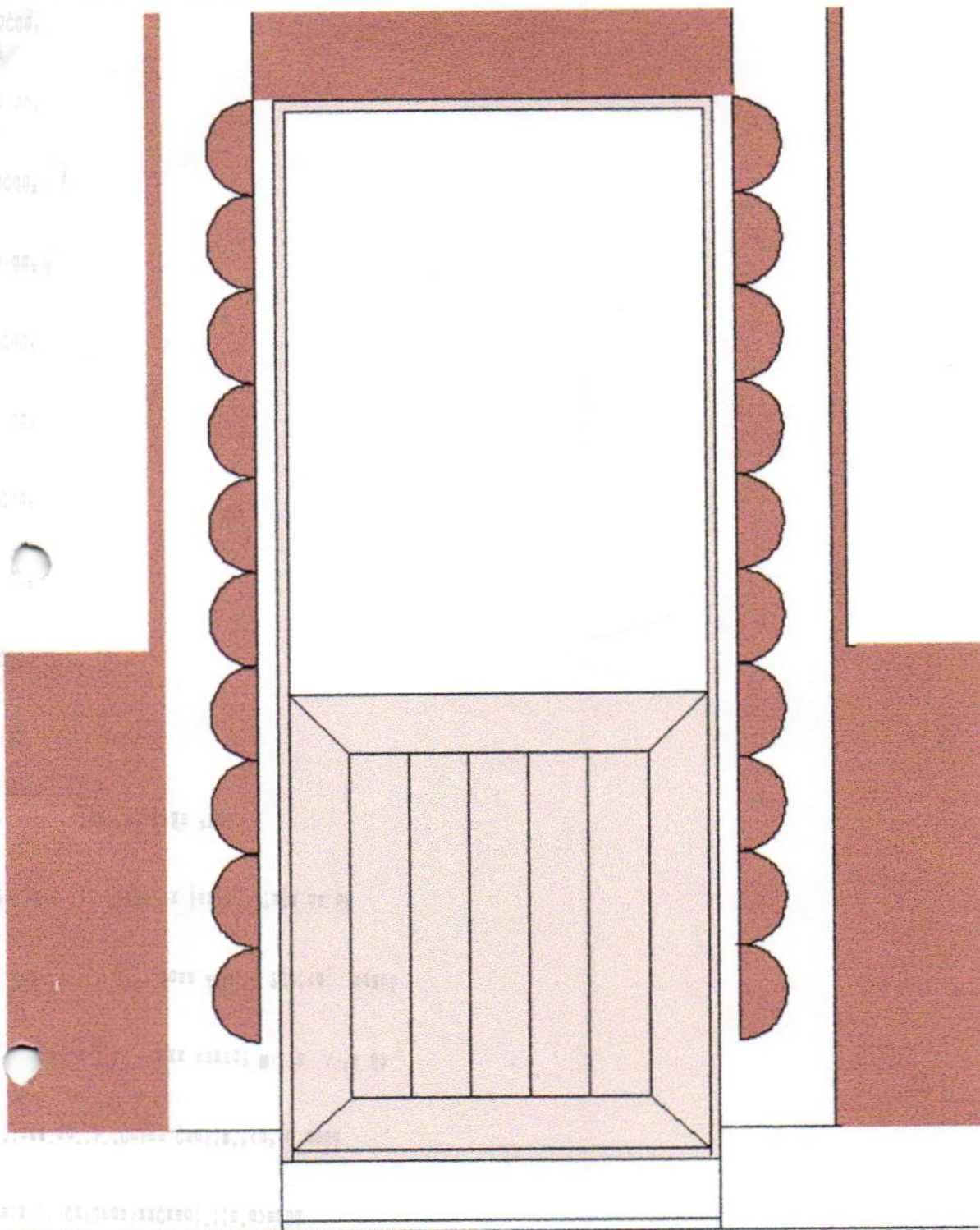
Note:

1. Banker's Cheque should be drawn in favour of 'Motheo (pty) Ltd'

2. Name of the participants should reach Department of Energy latest by 20th September. Application form can be sent by email at the email address gkumar@gov.bw or by fax at fax number 3640201.
3. Participation fees should be deposited by hand /sent in advance prior to the start of training program i.e. latest by 22nd September 2006.

Tentative Scheduled for the Training Programme on 'energy efficiency in building sector'

	First day – September 26th	Second day – September 27th	Third day – September 28th
	Tuesday	Wednesday	Thursday
08.00-	<u>I. Registration</u>	<u>VII. Energy Auditing</u>	<u>XI. Introduction to computer software tools</u>
08.30	<u>II. Welcome</u>	a. Methodology and approach	a. Energy Simulation in Buildings / DesignBuilder
09.00	<u>III Key Note Address etc.</u> <i>Ag. Director of DoE F. Mathangwane</i>	b. Cases and findings from Botswana <i>O.T. Masoso</i>	<i>C. Bauer</i> b. DEM Energy Management software tool <i>N. Jepsen</i>
09.00-10.30	<u>III. Overall introduction</u> a. Danida Project <i>J. Vauvert</i> b. Energy Management Overview : <i>P. Zhou</i> c. Government policy and Initiatives in Botswana <i>G. Kumar</i>		
10.30-11.00	TEA BREAK	TEA BREAK	TEA BREAK
11.00-12.30	<u>IV. Introduction to Energy Management and performance monitoring</u> <i>0.0.0.0.0.0.1L.J. Grobler</i>	<u>VIII. Introduction to measuring equipment – Group work</u> <i>O.T. Masoso</i>	<u>XII. Group work - 4 groups</u> a. Design Builder, or b. Energy Management <i>C. Bauer / N. Jepsen</i>
12.30-13.30	LUNCH	LUNCH	LUNCH
13.30-15.00	<u>V. Aspects of electrical and lighting design for buildings</u> a. Electrical services in Buildings ; <i>C. Kiravu</i> b. Lighting Design <i>E. Bakaya-Kyahurwa</i>	<u>IX. Rationale and Objectives of Integrated Building Energy Design</u> <i>E. Busisiwe Sianga</i>	<u>XIII. Conclusion & Evaluation</u>
15.00-15.30	TEA BREAK	TEA BREAK	
15.30-17.00	<u>VI. Financial and economic aspects</u> a. Financial and economic evaluation of energy efficiency measures <i>L.J. Grobler</i> b. Energy efficient procurement: <i>M.T. Oladiran</i>	<u>X. Aspects of Integrated Building Energy Design</u> <i>A. Groth</i>	



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x:\eraseob\doorbill.gif



MEMBERSHIP APPLICATION FORM

Name of Company BOTSWANA INSTITUTE OF DEVELOPMENT PROFESSIONS
Postal Address PO Box 827 Town GABORONE
Physical Location C/O BWR QUANTITY SURVEYORS, UNIT 3, PLOT 157, GABORONE
INTERNATIONAL COMMERCE PARK, KGALE VIEW, GABORONE
Telephone 7181 6811 Fax 318 2377 Telex

Business Sector (Tick one only) ☒

- | | | |
|---|---|---|
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Finance services | <input type="checkbox"/> Engineering |
| <input type="checkbox"/> Mining & Quarrying | <input checked="" type="checkbox"/> Professional Services | <input type="checkbox"/> Parastatals |
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Motor trade | <input type="checkbox"/> Printing & Publishing |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Wholesalers | <input type="checkbox"/> Hotel & Tourism |
| <input type="checkbox"/> Media | <input type="checkbox"/> Transport & Communication | <input type="checkbox"/> Health Care |
| <input type="checkbox"/> Other | <input type="checkbox"/> Retail Trade | <input type="checkbox"/> Petroleum Products & Chemicals |
| | | <input type="checkbox"/> Education |

Management ☐ Male Managed ☐ Female Managed

Ownership Mixed ☐ Citizen ☐ Non-Citizen ☐ Joint Venture

Nature of Business/Products/Service PROFESSIONAL BODY FOR DEVELOPMENT
PROFESSIONS WHICH INCLUDES: ARCHITECTS, QUANTITY SURVEYORS,
ENGINEERS

Employment:-

Number of Female Employees

1/2

Number of Male Employees

.....

Total Number of Employees

1/2

Subscriptions are based
on levels of employment.
Accurate reporting is
essential

DECLARATION

WE BIDP COUNCIL hereby apply on behalf of the above referenced company/organisation for BOCCIM membership and declare that the information given on this form is true and correct. I/We understand that the membership of BOCCIM carries the obligation to pay all subscriptions timeously. I/We understand that in the event of termination of membership either by the company's/organisation's resignation or expulsion from membership, the company shall be liable to pay BOCCIM all and whatever arrears may have been incurred by it during the period of membership. I/We further declare that upon acceptance of this application a binding contract between the company/organisation and BOCCIM comes into effect.

Signature

Title

SECRETARY

Date

18. SE. 06

Membership is effective upon acceptance of this application by the BOCCIM council. Computations will be done, based on numbers of employees. Any BOCCIM member can advise



REPUBLIC OF BOTSWANA

THE REGISTRATION OF SOCIETIES REGULATIONS

FORM H
(REG. 15)

ANNUAL RETURN

The (name of Society)

Date of last annual general meeting

Present number of members of the Society

Office-bearers for the current year:

Designation	Full Names (BLOCK CAPITALS)	Occupation	Nationality
.....
.....
.....
.....

Residential Address	Postal Address	Date of Appointment
.....
.....
.....
.....
.....

Have there been, since the date of application for registration or exemption from registration or the date of the last annual return, whichever is the later date, any changes in (answer Yes or No against item in question).

- (a) the name of the Society
- (b) the objects of the Society
- (c) the organisations or groups of a political nature established outside the Republic of which the Society is a branch or to which it is affiliated or with which it is connected
- (d) the class or classes of persons to whom membership is restricted
- (e) the titles of the office-bearers
- (f) the immovable property owned by the Society
- (g) the date of commencement of the financial or business year of the Society
- (h) the constitution or rules of the Society



REPUBLIC OF BOTSWANA

THE REGISTRATION OF SOCIETIES REGULATIONS

FORM H
(REG. 15)

ANNUAL RETURN

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- (d) the class or classes of persons to whom membership is restricted
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-
- (e) the titles of the office-bearers
- (f) the immovable property owned by the Society
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- (e) the titles of the office-bearers
- (f) the immovable property owned by the Society
- (g) the date of commencement of the financial or business year of the Society.....
- (h) the constitution or rules of the Society

23/2

REPUBLIC OF BOTSWANA

THE REGISTRATION OF SOCIETIES REGULATIONS

FORM G
(Reg. 14)

NOTICE OF CHANGE OF OFFICE-BEARERS

To the Registrar of Societies:

The..... (name of Society)

..... Branch.

1. The following persons have ceased to be office-bearers of the above Society:

Full Names (BLOCK CAPITALS)	Designation	Date of Vacating office
-----------------------------	-------------	-------------------------

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

2. The following are the present office-bearers of the above Society:

Designation	Full Names (BLOCK CAPITALS)	Occupation	Nationality
-------------	--------------------------------	------------	-------------

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

Residential Address	Postal Address	Date of Appointment
---------------------	----------------	---------------------

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

Date	Signed	Designation
------------	--------------	-------------------

Signed	Designation
--------------	-------------------

NOTES:

- (a) The definition of "office-bearer" in the Societies Act is: "office-bearer", in relation to any Society or any Committee or governing or executive body of a society, means any person who is the president, vice-president, chairman, deputy chairman, secretary or treasurer of such society, committee or body, or who holds therein any office or position analogous to any of those mentioned above."
- (b) This form must be submitted in triplicate signed by two office-bearers.

REPUBLIC OF BOTSWANA

THE REGISTRATION OF SOCIETIES REGULATIONS

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(Reg. 14)

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

Residential Address	Postal Address	Date of Appointment
.....
.....
.....
.....

Date.....	Signed	Designation
	Signed	Designation

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Date	Signed	Designation
	Signed	Designation

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- (b) This form must be submitted in triplicate signed by two office-bearers.

CHARGES

W. 2.6.99

<u>ATION</u>	<u>PRESENT HOURLY RATE</u>	<u>PROPOSED HOURLY RATE</u>
Partner	P150	P190
Associate	P135	P170
Senior Engineer	P120	P150
Engineer/Senior Technician	P105	P135
Jr. Engineer/Technician/C of Works	P60	P75
Jr. Technician/Cad Operator /Draftsman	P30	P38

RECEIVED

2006 -09- 13

BIDP

DISBURSEMENTS

<u>DESCRIPTION</u>	<u>PRESENT</u>	<u>PROPOSED</u>
Typing	P5.50 per A4 size	P6.90 per A4 size
Photocopying	P0.30 per A4 size	P0.40 per A4 size
Collating	P0.03 per copy	P0.05 per copy
Binding (Not exceeding 50 pages)	P7.50 per document	P9.40 per document
Binding (Not exceeding 150 pages)	P15.00 per document	P19.00 per document
Plastic Covers	P1.50 per pair	P1.90 per pair
Thick Plastic Covers	P1.00 per pair	P1.25 per pair

DRAWING REPRODUCTION

<u>DESCRIPTION</u>	<u>PRESENT</u>	<u>PROPOSED</u>
Size A0 paper print	P4.50	P5.60
Size A1 paper print	P3.75	P4.70
Size A2 paper print	P3.30	P4.10
Size A3 paper print	P2.50	P3.10
Size A0 sepia print	P30.00	P37.50
Size A1 sepia print	P17.00	P21.30
Size A2 sepia print	P13.00	P16.30
Size A3 sepia print	P10.00	P12.50

MOTOR VEHICLE KILOMETRE ALLOWANCE

Sand P2.35/km.,

Gravel P1.74/km.,

Tar P1.07/km

*current P1.50/km Tar
P1.40/km Tar W.E.F. 1-4-06*

Note: Whenever changes are made to government rates, then the same should automatically apply to consultants.

'Why do same companies win most of the tenders?' asks DCEC

PPADB calls for more transparency in tender allocations

AUBREY LUTE

The Public Procurement and Asset Disposal Board (PPADB) has released a circular calling for an end to the system of awarding tenders to the same company continuously, or every time there is a bid to tender.

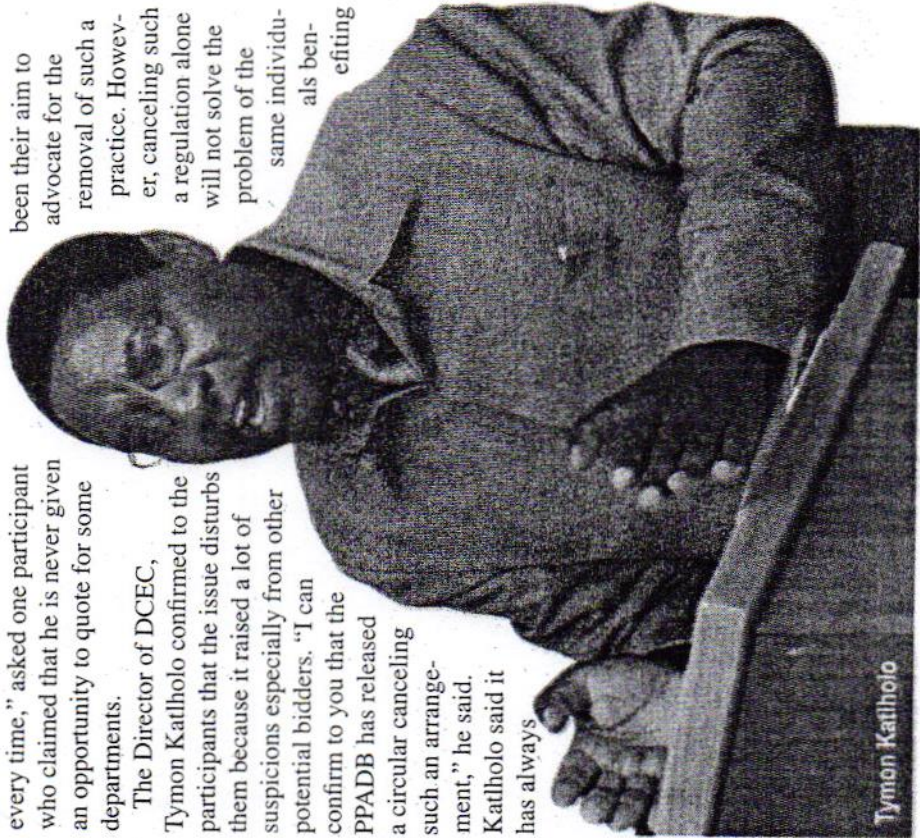
In PPADB's view, for transparency to prevail, tenders should be awarded on rotational basis. This, it is thought would help eliminate or minimize opportunities for corruption.

"As Botswana tries to fight the monster called corruption, it is the hope of those involved that overhauling certain policies and practices would deter potential corrupt minds from taking advantage of the ailing regulations and practices," said the Director of the Directorate on Corruption and Economic Crime (DCEC), Tymon Kathholo at a one day Sales Workshop last week. Participants at a Sales officers' workshop complained that they were disturbed by the fact that the same companies were awarded a similar tender continuously and in some cases without having to face any competition from other potential bidders. They complained that the practice could avail opportunities for corruption hence something should be done about it. "I want to know why Government Departments buy from the same supplier

every time," asked one participant who claimed that he is never given an opportunity to quote for some departments.

The Director of DCEC, Tymon Kathholo confirmed to the participants that the issue disturbs them because it raised a lot of suspicions especially from other potential bidders. "I can confirm to you that the PPADB has released a circular canceling such an arrangement," he said. Kathholo said it has always

been their aim to advocate for the removal of such a practice. However, canceling such a regulation alone will not solve the problem of the same individuals benefiting



Tymon Kathholo

continuously from the same department. According to one of the participants at the workshop, "some people have registered more than one company and they can tender for the same job under different company names.

This is disadvantaging other business people, something must be done about this arrangement," she said. Normally the practice has been such that companies are treated as single legal entities and the owner can compete or bid for tenders under their names. However, Kathholo said the DCEC acknowledges that there might be room for corrupt practices and called on all stakeholders to come up with recommendations on how to solve the problem. Kathholo promised to take all the recommendations to the relevant bodies such as Ministerial tender committees and others. Every year Government procures millions of Pula worth of supplies from internal and external suppliers. Government Departments are responsible for procurement of goods and services, which amounts to less than P20 000, whilst procurement of amounts between P20, 000 and P1 million is referred to Ministerial Tender Committees.

The procurement of goods and services above P1 million is carried out by the PPADB charged with the responsibility of managing the procurement and asset disposal system of the Central Government.



CORRUPTION RUINS LIVES.
FIGHT BACK.



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Rena Trowers

last modified: 21/09/2006

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Alt Moabit 96
10559 Berlin, Germany

Phone: +49-30-34 38 20-0
Fax: +49-30-34 70 39 12

E-mail: ti@transparency.org
Web: <http://www.transparency.org>

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stay informed

**TRAINING PROGRAM ON ENERGY EFFICIENCY AND ENERGY
MANAGEMENT IN BUILDING SECTOR**

COURSE APPLICATION FORM

Name of the Participant: Title (Mr, Ms, Mrs, Dr. etc.)... MR
Surname... MOAPARE First Name... VINCENT
ID/Passport Number: 756916504
Name of the Organisation: BIDP
Postal Address of the Organisation: P.O. BOX 827, GABORONE
Designation: MEMBER
Profession: (Architect, Engineer, Quantity Surveyor, Facility Manager, Teaching, etc)
ARCHITECT
Work Telephone Number: 3958033
Fax Number: 3958033
Email Address: vmcapare@gmail.com
Mode of Payment: Cash/Banker's Cheque
Details of the Banker's Cheque (if payment through banker's cheque):
Remarks if any:

Note:

1. Banker's Cheque should be drawn in favour of 'Motheo (pty) Ltd'

FAXED TO: 9 kumar
ON DATE: 21/9/06
BY: [Signature]

**TRAINING PROGRAM ON ENERGY EFFICIENCY AND ENERGY
MANAGEMENT IN BUILDING SECTOR**

COURSE APPLICATION FORM

Name of the Participant: Title (Mr, Ms, Mrs. Dr. etc.) **Mr**

Surname **Kentshitswe**..... First Name **Seitiketso**

ID/Passport Number: **129918803**.....

Name of the Organisation: **ZMCK Consulting Engineers/BIDP**

Postal Address of the Organisation **P.O. Box 81357 Gaborone/**

Designation: **Associate Director/** Council Member.....

Profession: (Architect, Engineer, Quantity Surveyor, Facility Manager, Teaching, etc)

Engineer.....

Work Telephone Number: **3952452**.....

Fax Number: **3971710**.....

Email Address: **zmckbot@info.bw**

Mode of Payment: Cash/Banker's Cheque

Details of the Banker's Cheque (if payment through banker's cheque):

.....

.....

Remarks if any:

Note:

To Mr. Monkutwatsi

Mr. Kono (DBES)

Mr. Molotsi (DBES)

* Ms. M. Bathuleng-Mookodi

* Mr. ~~Matenge~~ Matenge (ACDL)

[P.S. cc: Dawey
Deputy P.S. Farley
DBES Director
(ABCON)
* Clive Evans (Grinaker) 393 3819

Mr. Mokotedi + Ms D. Thebe - (PPADB)

* Mr. Nkala - (ARUP) - ACES

* Mr. Magoledi (AAB)

* Mr. Anderson (AAB)

* Lawrence Hutchings

* Mr. Mailwa / Mr. T. Goolatthe (AEMCB) Mr. Major (ABCON) Mr. Vlug (Arbitrator)

→ (ACM) 3903622 - t.goolatthe@acm.co.za

* Mr. M. Chiepe / Mr. Kgosiemang

Geoffrey

→ (Pego)

Ms. T. Selado / Ms B. Sethogela

→ (DBES)

Mr. M.N. Chiepe (BURS)

* Mr. W.B. Marabela

→ (TBBA)

cel 7163 1566 no email no fax
Box 20344
Qabs.

Mr. E. Letsapa (DCEC)

* Prof. A.B. Ngowi (U.B.) (check with Jon Major)

* Mr. Magoemela

* Mr. Manis (ICC.) ✓

Mr. Peloewetse (NACA)

DEPARTMENT OF INDUSTRIAL AFFAIRS



Republic of Botswana

ADVERTISEMENT

IPAPATSO

PROCUREMENT OF LOCALLY MANUFACTURED GOODS AND SERVICES

Local manufacturers and service providers are informed that Government has introduced a programme on the use of locally manufactured goods and services by central government departments, local authorities and parastatal organizations.

To participate in this programme, local manufacturers and service providers have to register with the Department of Industrial Affairs, under the Ministry of Trade and Industry.

For further information contact the Department of Industrial Affairs at Tholo House, Fairgrounds Office Park in Gaborone, telephone 3957406, and ask for the "LPP" office, or visit www.mti.gov.bw and click on "Documents".

THEKO YA DITHOTO LE DITIRELO TSE DI DIRILWENG MO GAE

Badiri ba dithoto le baabi ba ditirelo ba mo gae ba itsisewe fa Goromente a simolotse lenaneo la gore maphata a ga goromente, dikhansele, makgotla a kabo ditsha, le dikgwebo tse di kopanetsweng le Goromente (parastatals) ba dirise dithoto le ditirelo tse di dirilweng mo gae.

Go tsaya karolo mo lenaneong le, badiri ba dithoto le baabi ba ditirelo ba mo gae ba tshwanetse go ikwadisa le Lekalana la tsa Madirelo, le le ka fa tlase ga Lephata la Papadi le Madirelo.

Dintlha ka botlalo di ka bonwa ka go ikopanya le ba Lekalana la tsa Madirelo kwa kagong ya Tholo House e e fa diofising tse di gaufi le lebala legolo la ditshupo mo Gaborone, mogala ke 3957406, o bo o kope ba ofisi ya "LPP", kgotsa o etele www.mti.gov.bw o bo o tobetse mo go "Documents".

BIDP AGM 21ST SEPTEMBER, 2006

Date	Description	From
18/08/06	Cheque P240.00 subscription fee for O S Price	Alucraft ← <i>qv</i>
06/09/06	Cheque P240.00: subscription fee for R Anderson	Justin E Blackbeard ← <i>qv</i>
08/09/06	Cheque P360.00: subscription fee	H Kintu ← <i>qv</i>
19/09/06	BBS Paid-up shares book, deposit slip + signatories form	BBS - <i>File</i>
19/09/06	Bank statement	FNB - <i>qv</i>
19/09/06	Invoice	Sebego Sharma - <i>qv</i>
20/09/06	Invoice	E Tshoganetso - <i>qv</i>
<hr/>		
21/08/06	LW Gitau certificate for signing	G Vlug
18/08/06	Invitation etter	N Ndaba
22/08/06	Letter re Training Course	Department of Energy
	Two application forms: V Moapare and S Kentshitsuwe	
29/08/06	Letter	Sebego Sharma
08/09/06	Letter	CAA
19/09/06	Letter re change of membership class	J G Musuku
19/09/06	Letter re International master Plan competition	Multifunctional Admin City
19/09/06	Letter re BOCCIM application	BOCCIM
19/08/08	E-mail re User for L Hutchings	WordPress
19/08/08	E-mail re User for C Burton	"
19/08/08	E-mail re User for G Vlug	"
19/08/08	E-mail re User for B Alemarumo	"
22/08/08	E-mail re Training programme	Energy Affairs
22/09/06	E-mail re Payment of subscriptions	G Vlug
28/08/08	E-mail re Certified Energy Manager Course	C den Heijer
28/08/08	E-mail re Industrial Energy Management Course	C den Heijer
28/08/08	E-mail re Building Energy Audit course	C den Heijer
28/08/08	E-mail re thanks Balance Plant Hire	Balance Plant Hire
29/08/08	E-mail re CAA member	T Godwin
30/08/08	E-mail re CAA CAA conference	CAA
30/08/08	E-mail re meeting	Energy Affairs
30/08/08	E-mail re CAA conference	F Phiri
30/08/08	E-mail re CAA conference	V Moapare
30/08/08	E-mail re minutes blank sheet	G Vlug
31/08/08	E-mail re R Henderson subscriptions	G Vlugi
31/08/08	E-mail re change of email address	V Moapare
31/08/08	E-mail re CAA conference	B Bale
31/08/08	E-mail re adress	Balance Plant Hire
01/09/08	E-mail re R Henderson subscriptions	G Vlug
04/09/08	E-mail re CAA conference	Pedriel
04/09/08	E-mail re newsletter	SAEE
09/09/08	E-mail re CRC	G Vlug
11/09/08	E-mail re Minutes of meeting about tendering	J Anders on
12/09/08	E-mail re code Ethics	CAA
12/09/08	E-mail re P Lopang subscriptions	G Vlug
13/09/08	E-mail re CAA conference	CAA
19/09/08	E-mail re Arbitration between Balance Plant Hire	G Vlug
20/09/08	E-mail re Certified Energy Manager Course	C den Heijer
20/09/08	E-mail re Industrial Energy Management Course	C den Heijer

Name	Firstname	Current	Resident	Phonewk	Fax
Akanyang	Robert	Y	Y	3916670	3939503 ✓
Allen	Anthony M. D.	Y	Y		
Allison-Broomhead	Graham Ian	Y	Y	3972002	3971384 ✓
Askovic	Aleksandar	Y	Y	3912331	3912331 ✓
Azoulay	Itamar	Y	Y	3919458	3184730
Bale	Keboife Bobo	Y	Y	3185353	3936433
Bathuleng-Mookodi	Marina	Y	Y	3181581	3181581 ✓ 3182377 ✓
Bernard	Joseph Jane	Y	Y		
Brackenborough	William Michael	Y	Y	3953647	3952370 ✓
Bredell	Theodor Gustav	Y	Y	3930538	3930538 ✓
Burton	David	Y	Y		
Busang	Rainer Shakes	Y	Y	3912975	3957908 ✓
Chephetho	Ralph Raphael	Y	Y	3952081	3952081 ✓
Chiwila	Amos Gregory Matendeko	Y	Y	3182073	3182073 ✓
Cotter	Peter James	Y	Y	3903250	3903250 ✓ 3903251 ✓
Davey	Brian Peter	Y	Y	3952492	3957424 ✓
Desai	Pankaj Dhirajcal	Y	Y		
Dixon-Warren	Colin Patison	Y	Y	3912400	3975281 ✓
Dondofema	Efraim	Y	Y	3952452	3971710 ✓
Fianagan	Andrew Gerald	Y	Y	3975070	3975071 ✓
Gasopotake	Emmanuel	Y	Y	3905075	3908501 ✓
Giri	Vellaisamy	Y	Y	3926711	3926711
Gitau	Lawrence Wambugu	Y	Y	3953344	3953344 ✓
Groth	Agas	Y	Y	3923462	3923632 ✓
Gunston	S	Y	Y	3956753	3972691 ✓
Hammond	Jeffrey Blair	Y	Y	3162999	3931928 ✓
Healy	Peter Edward	Y	Y		
Hinchliffe	John P.	Y	Y		
Hingorani	Gopal Das	Y	Y	5390411	5390411
Hla	Tin Tin	Y	Y	3900140	
Htut	Win	Y	Y		
Hutchings	Lawrence James	Y	Y	3911025	3182016 ✓
Hyde	Bernard	Y	Y	3927764	3923632 ✓
Iyer	Kishore Subramanyam	Y	Y		
Jadeja	Deepakkumar Ajitsinhji	Y	Y	3912331	3912331
Jones	Gordon Barrie	Y	Y		
Kandaswamy	Rajagopalan	Y	Y		
Kaszay	Peter	Y	Y		
Katse	Boniface Moeka	Y	Y	3910172	3190287 ✓
Kelly	Alexander Lees	Y	Y	3956080	3956080 ✓ 3900160 ✓
Kentshitsuwe	Selthiketso	Y	Y	3952452	3971710 ✓
XKgosiemang	Gontse J.	Y	Y	3191111	3936532 ✓
Khin	Aung	Y	Y	3900148	3900148 ✓
Kintu	Hammed Semwanje	Y	Y	5920200	5920209
Kiaric	Z	Y	Y	3973873	
Lee	William	Y	Y	3914172	3972800 ✓
Lopang	Patrick	Y	Y	3924328	3927990 ✓
Lyamuya	Paul Kinasawa	Y	Y	3552107	3552309 ✓ 39238074
Manharlal	Mehta Rageshkumar	Y	Y	3931272	3959824 ✓
Martin	George Paul Lamont	Y	Y	2412025	2412025
Mashelkar	Sharad Sudam	Y	Y		3913337 ✓
Mathware	Ogaketse Thopho	Y	Y	3951883	3951883 ✓ 3909356 ✓
Mazhani	Edward Ted	Y	Y	3971181	3971181 ✓
Mhutsiwa	Boyce O.	Y	Y	3907068	3791141
Minja	Frank Anasel	Y	Y		
Mitchell	Eric Patrick	Y	Y	3913335	3900902 ✓
Mmole	Dithologo	Y	Y	3907068	3971141 ✓
Moapare	Vincent O.	Y	Y	3958033	3958033 ✓
Modise	Mmapula Glorious Karabo	Y	Y	3953890	
Mogomela	Martin Molao	Y	Y		3164586 ✓
Moje	Evans	Y	Y	3164188	3500069 ✓
Monamo	Letsweletse Mpho	Y	Y	3186740	3186823 ✓

390 6822

Moremedi	Thuso	y	y	3132033	3190951	✓
Morris	Keith Iles	y	y	3926390		
Morton	Timothy Paul	y	y	3911025	3918206	✗
Moss	Stephen Andrew	y	y	3971697	3971697	
Motsumi	G. A.	y	y			
Musuku	Joseph Godwin <i>yes</i>	y	y	3951654	3912890	✓
Mutepfa	Daniel	y	y	3952452	3971710	✓
Mutungi	Gregory Lutta	y	y	3973415	3973415	215 3556 ✓
Mwitumwa	David Kabuku	y	y	3180163	3191544	✓
Narola	Kentilal P	y	y	3922663	3163532	
Neill	S	y	y	3952251	3952251	3191595 ✓
Ngwakwena	Olebeng Adam Bafundini	y	y	3950950	3951400	3918296 - 3913750 ✓
Njonde	J. M.	y	y			
Nkumba	E	y	y	3951310	3973743	✓
Nthase	Phenyo	y	y	3191111	3936532	✓
Nthobatsang	Batshetsi	y	y			
Nuttall-Smith	Christopher	y	y	2412477	2441343	
Nyame	Pedriel Mokwadi	y	y	3952882	3975045	✓
Nyekele	Dennis Hanzoka	y	y	3923159	3923159	✓
Okumbe	James Ouko	y	y	3925088	3928274	✓
Orando	Marcellus	y	y	3952678		
Oranye	Chike Ikemefuna	y	y			
Osemenam	Emeka Azubike	y	y			
Otsweleng	Kganetso Bontsi	y	y	3952452	3971710	✓
Owusu-Appianti	Godfrey	y	y			
Palalani	Koziba Gumbu	y	y	3922687	3922683	✓
Paranagam	Days Jivitha	y	y	3951883	3909356	✓
Patel	Anil F	y	y	2610533	2610153	
Patel	Shahnawaz M	y	y	3952452	3971710	✓
Patel	Vasant	y	y	5332440	5332440	
Paul	Jose	y	y			
Perera	Balasooriya Arachchige Ruwan	y	y	3918438	3918426	✓
Peric	Vladimir	y	y	3956670	3956670	
Phiri	Fred	y	y	3952251	3952251	3191595 ✓
Price	Owen Sean	y	y	2610491	2610491	
Pritchard	Gareth Wyn	y	y	3952492	3957424	✓
Quille	Denis Declan	y	y	3922687	3922687	✓
Rai	Jagdish Nathalal	y	y	3952882	3975045	✓
Rejnovic	Predrag	y	y	3922882	3975045	✓
Ranjana	Aluraj David	y	y	3913369	3972821	✓
Rantshilo	Tshoganetso	y	y	3958033	3958033	✓
Richards	Peter Maurice	y	y	3953647		
Rynn	Marc D.	y	y	3904361	3905191	393082 ✓
Sajja	Nagarajababu	y	y	3954259	3908611	✓
Samman	Joseph	y	y	3952305		
Sekucha	Olebile	y	y	3922687	3922683	✓
Seomile	Boslame Jay	y	y	2987557		
Setekia	Simon Wateka	y	y	4712457		
Shah	Pradip Babulal	y	y	3973203	3973203	✓
Soderstrom	Ulf Martin	y	y	3912173	3974465	✓
Taylor	M	y	y	3974616		
Van Vuuren	Petrus Jacobus	y	y	3912224	3973174	✓
Vlug	Gerrit Herman	y	y	5337249	5337249	✓
Wall	Joanna B.	y	y	312224		
Wellfing	Albert Andreas	y	y	6860559	6860559	
Williams	Alan Geoffrey	y	y	6251595	6250647	
Wong	Melvern	y	y	3974341		
Yates	Michael George Henry	y	y			
Young	David Alexander	y	y	3971181	3971181	✓

End Of Page

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Services Sector Workshop Programme

GICC (Tsodilo B4)

Assessment of Botswana's Services Sector

An ongoing study for the BTPP / BIDPA

Wednesday 11 October 2006

Draft Programme

09.30 Introduction

Representatives of MTI/BTPP

09.45 General challenges facing Botswana in trade-in services negotiations

Dirk Willem te Velde, ODI

10.45 General discussion

11.30 Coffee Break

11.45 Sectors and Trade in Services in Botswana

- Te Velde, progress review on the Financial Services, Tourism & Education services
- Feedback from stakeholders
- Discussion

13.00 Lunch



Botswana Institute for Development Policy Analysis



Overseas Development Institute

04/10/2006

http://192.168.20.8/php/pmreport/generate.php

Quantity Surveyors #1

Name	Firstname	Current	Profession
Allison-Broomhead ✓	Graham Ian	y	4q
Brackenborough ✓	William Michael	y	4q
Carrier ✓	Kenneth Michael Morton	y	4q
Chiwila ✓	Amos Gregory Matendeko	y	4q
Davey ✓	Brian Peter	y	4q
Dixon-Warren ✓	Colin Patison	y	4q
Gitau ✓	Lawrence Wambugu	y	4q
Harris ✓	Paul Francis	y	4q
Hutchings ✓	Lawrence James	y	4q
Jones ✓	Gordon Barrie	y	4q
Kille ✓	Alan Arthur	y	4q
Latilla ✓	Kim Everitt	y	4q
Mmole ✓	Dithologo	y	4q
Morton ✓	Timothy Paul	y	4q
Mwitumwa ✓	David Kabuku	y	4q
Orando ✓	Marcellus	y	4q
Oranye ✓	Chike Ikemefuna	y	4q
Osemenam ✓	Emeka Azubike	y	4q
Palalani ✓	Koziba Gumbu	y	4q
Perera ✓	Balasooriya Arachchige Ruwan	y	4q
Price ✓	Owen Sean	y	4q
Pritchard ✓	Gareth Wyn	y	4q
Quille ✓	Denis Declan	y	4q
Richards ✓	Peter Maurice	y	4q
Samman ✓	Joseph	y	4q
Sekuchs ✓	Olebile	y	4q
Sergeant ✓	Raymond D	y	4q

CASLE SE06
ISSUE.

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Visit the BMS website for updates!
www.bsmgtsys.com

Name	Firstname	Current	Profession
Akanyang ✓	Robert	y	5
Bathuleng-Mookodi ✓	Marina	y	5
Kgosiemang ✓	Gontse J.	y	5
Mhutsiwa ✓	Boyce O.	y	5
Moje ✓	Evans	y	5
Motsumi ✓	G. A.	y	5
Nkumba ✓	E	y	5
Nihase ✓	Phenyo	y	5
Owusu-Apianti ✓	Godfrey	y	5
Rynn ✓	Marc D.	y	5
Todd	David John	y	5

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www.bsmgtoys.com

"RENEWABLE ENERGY SOURCES AND BIOCLIMATIC ARCHITECTURE FOR SHELLS, TO SHELTER PEOPLE AFFECTED BY NATURAL DISASTERS"

The Technical Chamber of Greece and the UIA Work Programme on architecture and renewable energy sources (ARES) announce the launch of an international ideas competition that invites architects to develop new construction methods and practices for efficient shells and settlement units that will satisfy the urgent housing needs engendered by different geographic, topographic, ecological, social, or political crises.

Architects from around the world are invited to submit viable solutions for inhabitants that can be set up quickly and economically, and respect the environment and natural resources. The goal of the competition is to collect innovative ideas and examples of bioclimatic shelter typologies that utilize renewable energy sources and can be exploited in different locations, climates, and cultures. Proposals should seek to generate, on the short and medium term, a vast urban and social restructuring.

70 000 Euro will be awarded to the various winners. The eleven-member, international jury will award three prizes of 20 000, 15 000, and 10 000 Euro, as well as five honourable mentions of 5 000 Euro each. To be announced in Naples on the occasion of World Habitat Day and the World Day of Architecture, the competition will be officially open on 1 November 2006, and registrations will be accepted until 31 January 2007. Submissions must be sent no later than 29 June 2007. The competition website will also open on 1 November at the following address:

<http://www.arescompetition.com>

For more information:

Technical Chamber of Greece (TEE)

www.tee.gr

UIA Work Programme - Architecture and Renewable Energy Sources (ARES)

http://portal.tee.gr/portal/page/portal/INTER_RELATIONS/english/uia

UNESCO to oversee the application of the UNESCO-UIA Regulations mandates the UIA. Drafted jointly by UNESCO and UIA and adopted by the General Conference of UNESCO in 1956, this document lays down the conditions for the launch and organisation of international competitions and specifies the respective rights and duties of competitors and promoters. In this framework, the International Union of Architects guarantees the exemplariness of international competitions, for example those that preceded the construction of contemporary landmark buildings such as the Sydney Opera House, the Georges Pompidou Centre in Paris, Tokyo International Forum, Alexandria Library, Egypt. Bibliothèque d'Alexandrie.

INTERNATIONAL COMPETITION

WORLD DAY OF ARCHITECTURE

Cities: magnets of hope

LIVING STEEL LAUNCHES

THE SECOND INTERNATIONAL COMPETITION FOR SUSTAINABLE HOUSING

Living Steel, a world-wide programme to encourage innovation in the design and construction of habitat, announces the launch of its second international architectural competition for the design of sustainable urban housing units. Architects around the world are invited to submit expressions of interest electronically, until 12 January 2007, on the Living Steel website:

www.livingsteel.org

Name	Firstname	Current	Profession	Email
Adolwa	Mbaja ✓	y	2a	spasys@botsnet.bw
Anderson	Andrew William ✓	y	2a	anderson@zamnet.zm
Bale	Keboife Bobo ✓	y	2a	keboife@yahoo.com
Beeken	Roger J ✓	y	2a	bma@info.bw
Bergs	Hanns-Gerd ✓	y	2a	hbergssassoc@absamail.co.za
Cuthbert	Ian ✓	y	2a	cuthbert@info.bw
Erskine	Ralph ✓	y	2a	erskine@erskine.se
Gaopotlake	Emmanuel ✓	y	2a	bmarchitects@botsnet.bw
Hla	Tin Tin ✓	y	2a	proarchbw@gmail.com
Khlin	Aung ✓	y	2a	proarchbw@gmail.com
Kimani	Luci Thoki ✓	y	2a	lkimani@svarchitects.com
Lyamuya	Paul Kinanawa ✓	y	2a	lyamuyap@mopipi.ub.bw
Macgarry	Kevin Ignatius ✓	y	2a	ac@itkzn.co.za
Mandic	Konstantin ✓	y	2a	kmm@botsnet.bw
Martin	George Paul Lamont ✓	y	2a	peridot@info.bw
Mazhani	Edward Ted ✓	y	2a	dya@botsnet.bw
Mosapare	Vincent O. ✓	y	2a	vmoapare@gmail.com
Morris	Keith Iles ✓	y	2a	dim@info.bw
Mutungi	Gregory Lutts ✓	y	2a	ramani@info.bw
Narola	Kantilal P ✓	y	2a	karuna@mega.bw
Neill	S ✓	y	2a	dlg@it.bw
Nuttall-Smith	Christophet ✓	y	2a	nsa@inet.co.bw
Nyame	Pedriel Mokwadi ✓	y	2a	pedriel@symbion-int.co.bw
Nyekele	Dennis Hanzoka ✓	y	2a	nyekeledh@yahoo.com
Phiri	Fred ✓	y	2a	dlg@it.bw
Rai	Jagdish Nathrelal ✓	y	2a	jagdish@symbion-int.co.bw
Rajnovic	Predrag ✓	y	2a	pedjar@botsnet.bw
Welfing	Albert Andreas ✓	y	2a	agora@info.bw
Young	David Alexander ✓	y	2a	dya@botsnet.bw

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(A0kp)02

BIDP

NOTES OF MEETING HELD AT YA OFFICES ON 11TH OCTOBER, 2006

Present: D Young BIDP
 M Garebatho Transparency International

Transparency International advised that there are 3 types of membership:

Corporate member (ie bank)

Institutional member (i.e. BIDP) no forms: subscription P1000.00/year

Individual member

TI are a
^ Working on a Republic of Botswana strategic plan.

Activities have been discussions of particular topics :

~~Not~~ Codes of conduct

Ethics

~~Advocacy~~

Transparency International UK have an 'anti-national corruption forum in construction industry'.

Engineers, contractors, architects, surveyors.

BY word

BIDP concerned at government and PPADB *improvement procedures & levels of transparency*

Transparency International advised there will be a ~~possible~~ seminar on business ethics for 2 days to be held at Johannesburg on 26th-27th October, 2006. *accommodating needs*

BIDP to try to identify one person: all found in flight etc.

BIDP to respond ~~on~~ Tuesday / Wednesday next week.

staff/wards requested
Copy of DBES proceedings for Transparency International .

David Young
Secretary, BIDP

	Fax	Email
Cc: E T Mazhani - President		
D Young - Secretary		
B Hyde - Vice President	392 7764	bhyde@mega.bw
G Vlug - Treasurer	533 7249	vlug@mega.bw
S Kentshitswe	397 1710	zmckbot@info.bw
L Hutchings	318 2016	randyb@info.bw
A Chiwila	318 2073	acconsult@mega.bw
B Bale	393 5353	keboife@yahoo.com
D Nyekele	392 3159	
File		



BOTSWANA INSTITUTE OF DEVELOPMENT PROFESSIONS

P.O. Box 827 – Gaborone
Tel. 7181 6811 - shop fax 318 2377
e-mail: bidp@mega.bw
website: <http://www.bidp.bw>

(A0kp)02
BIDP

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 M Garebatho Transparency International

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- Institutional member (i.e. BIDP) no forms: subscription P1000.00/year
- Individual member

Transparency International are working on a Republic of Botswana strategic plan.

Activities have been discussions of particular topics:

- Codes of conduct
- Ethics
- Advocacy
- Etc.

Transparency International UK have an 'anti-national corruption forum in construction industry'.
Engineers, contractors, architects, surveyors.

D Young noted BIDP are concerned at government and PPADB procurement procedures and levels of transparency.

Transparency International advised there will be a seminar on business ethics for 2 days to be held at Johannesburg on 26th-27th October, 2006.

- BIDP to try to identify one person: all found in flight, accommodation, meals, etc.
- BIDP to respond by Tuesday / Wednesday next week.

Affiliated to

African Union of Architects
Commonwealth Association of Architects
Commonwealth Association of Surveyors and Land Economists

Copy of DBES stakeholder forum proceedings requested for Transparency International



David Young
Secretary, BIDP

	Fax	Email
Cc: E T Mazhani - President		
D Young - Secretary		
B Hyde - Vice President	392 7764	bhyde@mega.bw ✓
G Vlug - Treasurer	533 7249	vlug@mega.bw ✓
S Kentshitswe	397 1710	zmckbot@info.bw ✓
L Hutchings	318 2016	randyb@info.bw ✓
A Chiwila	318 2073	acconsult@mega.bw ✓
B Bale	393 5353	keboife@yahoo.com ✓
D Nyekele	392 3159 ✓	
File		

grounds and the provisions of clause 3.65 shall apply to such remainder and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to the architect.

PERCENTAGE FEES FOR THE NORMAL SERVICES

Table 1 : New Works

Total construction cost (1998)	Minimum % Rate
up to P200,000.00	10.0%
P200,001.00 to P1,000,000.00	8.0%
P1,000,001.00 to P15,000,000.00	6.0%
P15,000,001.00 to P20,000,000.00	5.75%
over P20,000,000.00	5.5%

Table 2 : Works to existing buildings

Total construction cost (1998)	Minimum % Rate
up to P200,000.00	13.0%
P200,001.00 to P1,000,000.00	11.5%
P1,000,001.00 to P7,000,000.00	10.0%
over P7,000,000.00	9.0%

Table 3 : Apportionment of fees between stages of service

On completion of each stage of the Normal Services described in Part 2 of these Conditions, the following proportions of the cumulative fee shown in Tables 1 and 2 are payable:

Work stage	Proportion of fee	Cumulative total
C	15%	15%
D	20%	35%
EFG	40%	75%
H	25%	100%

NOTE: The construction cost 'bands' shown above shall be subject to review from time to time.

CC: All BIDP Architects

*The public announcement for
the International Master Plan Competition for
the Public Administration Town, Korea*



August 30, 2006

The Multi-functional Administrative City Construction Agency and the Korea Land Corporation have launched the International Master Plan Competition for Public Administration Town of 2,700,000 m² in Nam-myeon, Yeongi-gun, Chungcheongnam-do, Korea.

The Public Administration Town is one of six different functional towns in the new Multi-functional Administrative City. The town will comprise most of the governmental institutions relocated from the Seoul Metropolitan Area. And it will perform the Korean government's central administration role harmoniously along with residential, commercial, business, cultural and other various urban functions.

This open international competition has been approved by UIA, the International Union of Architects, providing international credibility for worldly recognized architects and/or urban planners to participate.

Registration for the competition continues until the 21st of September, and the submission of the competition closes on the 5th of January, 2007 after the Q&A session. The winners will be announced on the 22nd of January in 2007, and the first prize winner will be given a commission to design a single government building and a role for a consultant as well as the prize money. The first prize winner will also become a consultant for the development of the executive plan for the Public Administration Town

The whole competition process is operated through the official web site, <http://www.mppat.or.kr>: the competition registration, design information distribution, Q&A session and other specific details about the competition are all posted on this web site.

We would deeply appreciate your interests and promotional support in this competition for successful launch and monumental achievement in the end.

Thank you very much.

Yours faithfully,

이 춘 희

Lee Choon-Hee,
Administrator,

The Multi-functional Administrative City Construction Agency

김 재 현

Kim Jae-Hyun,
President,

The Korea Land Corporation

* For further enquiries, please contact the organization team for the International Master Plan Competition for Public Administration Town:

Phone) +82 2 880 8268

Email) sec@mppat.or.kr

Multifunctional Administrative City
Construction Agency



BIDP COUNCIL MEETING ON 26th OCTOBER, 2006

Date	Description	From
26/10/06	Cash receipt #64 (P80.00) Champagne Breakfast P Potter	YA
25/10/06	Cash receipt #62 (P360.00) subscriptions for O Ngwakwena	YA
24/10/06	Cheque P1164.00 subscriptions for K Carrier+K Latilla	MCIntosh Latilla
25/10/06	Cheque P120.00 subscription fee	J B Hammond
31/08/06	Bill for record	YA
09/09/06	Statement +bill for record	YA
25/10/06	Invoice	E Tshoganetso
21/09/06	Forms for signatories	Registrar of Societies
29/08/06	Letter	Sebego Sharma
08/09/06	Letter	CAA
19/09/06	Letter re change of membership class	J G Musuku
19/09/06	Letter re International master Plan competition	Multifunctional Admin City
19/09/06	Letter re BOCCIM application	BOCCIM
23/10/06	PPADB revised rate	PPADB
02/10/06	E-mail application	IP K Man Hong Kong
24/09/06	E-mail re CAA conference in Dhaka	CAA
29/09/06	E-mail re Task Force -2 meeting	G Kumar
02/10/06	E-mail re WHA newsletter	BSHF
02/10/06	E-mail re CAA conference in Dhaka	CAA
04/10/06	E-mail re Task Force -2 meeting	G Kumar
05/10/06	E-mail re Task Force -2 meeting	G Kumar
06/10/06	E-mail re change of email address	A Khin
06/10/06	E-mail re Task Force -1-2 meeting	G Kumar
13/10/06	E-mail re seminar	Transparency International
16/10/06	E-mail re Membership invoices	G Vlug
17/10/06	E-mail re CRC	G Vlug
20/10/06	E-mail re architectss reg Bill	A Groth
26/10/06	E-mail re Task Force -1 meeting	G Kumar

Sent to all members

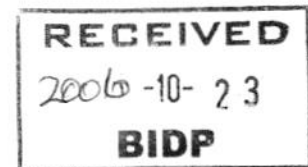
Tender No: TBG 0/0/0-74

Tender Title: The Board approved Department of Buildings and Engineering Services' application for revision of time charges and disbursements,

See the following;

DBES APPROVED TIME CHARGES AND DISBURSEMENTS FOR THE FINANCIAL YEAR 2006/07

A: TIME CHARGES



Position	Rate
Director	BWP540.00/hr
Associate	BWP425.00/hr
Senior Engineer/QS/Architect	BWP325.00/hr
Engineer/QS/Architect	BWP245.00/hr
Ass. Engineer/QS/Architect	BWP220.00/hr
Technician	BWP165.00/hr

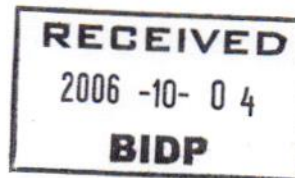
B: REIBURSABLE COSTS (Printing and photocopying rates)

Item	Rate
Photocopying	BWP0.50/A4 size
Photocopying	BWP1.00/A3 size
Size A0 paper print	BWP9.00
Size A1 paper print	BWP7.00
Size A2 paper print	BWP6.00
Size A0 sepia	BWP33.80
Size A1 sepia	BWP19.80
CD	BWP20.00

Bid Award Decision: Approved
Submission Date: 13.09.2006

Motheo (Pty) Ltd.

P.O. Box 2224, Gaborone
Botswana



tel: +267 3923 462

fax: +267 3923 632

e-mail: wolf@motheo.com

VAT Registration number: C00538801112

INVOICE

October 4, 2006

BIDP

P. O. Box 827

Gaborone

(Tel: 3181581)

**Participation in "Pilot Course on Energy Efficiency and Energy Management
in the Building sector - September 26 - 28th, 2006"**

Project:

Danida

Invoice no:

EEEM - 4

	Number	Rate	AMOUNT (PULA)
Mr. Vincent Moapare ← Skentshutswe attend not Moapare	1.00	250.00	250.00
Total			
VAT @ 10%			
Total invoiced amount (PULA)			250.00
VAT included (Pula)			22.73

Please make cheque payments in favour of Motheo (Pty) Ltd.

Director: Andreas Groth

Signature:





REPUBLIC OF BOTSWANA

THE REGISTRATION OF SOCIETIES REGULATIONS

FORM H
(REG. 15)

ANNUAL RETURN

BOTSWANA INSTITUTE OF DEVELOPMENT PROFESSIONS

The (name of Society)

21st SEPTEMBER, 2006

Date of last annual general meeting

148

Present number of members of the Society

Office-bearers for the current year:

Designation	Full Names (BLOCK CAPITALS)	Occupation	Nationality
1. PRESIDENT	E T MAZHANI	ARCHITECT	MOTSWANA
2. VICE PRESIDENT	B HYDE	ARCHITECT	BRITISH
3. TREASURER	G VLUG	ARBITRATOR	MOTSWANA
4. SECRETARY	D YOUNG	ARCHITECT	BRITISH

Residential Address	Postal Address	Date of Appointment
1. PLOT 27541, GABORONE	39171181 PO BOX 1049, GABORONE	21/09/2006
2. PLOT 12, GABANE	3927764 P/BAG BR 359, GABORONE	21/09/2006
3. PLOT 11, OTSE	5337249 PQ BOX 17, OTSE	21/09/2006
4. PLOT 915, GABORONE	3971181 PO BOX 1049, GABORONE	21/09/2006

Have there been, since the date of application for registration or exemption from registration or the date of the last annual return, whichever is the later date, any changes in (answer Yes or No against item in question).

- (a) the name of the Society NO
- (b) the objects of the Society NO
- (c) the organisations or groups of a political nature established outside the Republic of which the Society is a branch or to which it is affiliated or with which it is connected NO
- (d) the class or classes of persons to whom membership is restricted NO
- (e) the titles of the office-bearers NO
- (f) the immovable property owned by the Society NO
- (g) the date of commencement of the financial or business year of the Society NO
- (h) the constitution or rules of the Society NO

Champagne Breakfast
29/10/06

Name	Firstname	Current	Resident	Phonewk	Fax
Adolwa	Mbaja	y	y	5749481	5773530
Akanyang	Robert —	y	y	3916670	3939503
Allen	Anthony M. D.	y	y		
Allison-Broomhead	Graham Ian	y	y	3972002	3971384
Askovic	Aleksandar	y	y	3912331	3912331
Azoulay	Itamar —no	y	y	3919458	3184730
Bale	Keboite Bobo	y	y	3185353	3936433
Bathuleng-Mookodi	Marina —	y	y	3181581	3181581
Bernard	Joseph Jane	y	y		
Brackenborough	William Michael	y	y	3181112	3181115
Bredell	Theodor Gustav —X	y	y	3930538	3930538
Burton	David	y	y		
Busang	Rainer Shakes	y	y	3912975	3957909
Chephethe	Ralph Raphael	y	y	3158209	3951093
Chiwila	Amos Gregory Matendeke	y	y	3182073	3182073
Cotter	Peter James —	y	y	3903250	3903250
Davey	Brian Peter —110	y	y	3952492	3957424
Dessi	Pankaj Dhirsajal	y	y		
Dixon-Warren	Colin Patison —	y	y	3912400	3975281
Dondofema	Efraim —	y	y	3952452	3971710
Flanagan	Andrew Gerald —	y	y	3975070	3975071
Geopotlake	Emmanuel —no	y	y	3905075	3908501
Giri	Vellaisamy	y	y	3926711	3926711
Gltau	Lawrence Wambugu —	y	y	3953344	3953344
Groth	Agas —	y	y	3923462	3923632
Gunston	S —no	y	y	3956753	3972691
Hammond	Jeffrey Blair —no	y	y	3912089	3909426
Healy	Peter Edward	y	y		
Hinchliffe	John P.	y	y		
Hingorani	Gopal Das —no	y	y	5390411	5390411
Hla	Tin Tin	y	y	3900148	3900148
Hlut	Win	y	y		
Hutchings	Lawrence James —X2	y	y	3911025	3182816
Hyde	Bernard —	y	y	3927764	3923632
Iyer	Kishore Subramanyam	y	y		
Jadeja	Deepakkumar Ajitsinhji	y	y	3912331	3912331
Jones	Gordon Barrie	y	y		
Kandaswamy	Rajagopalan	y	y		
Kaszay	Peter	y	y		
Katse	Boniface Moeka	y	y	3910172	3190287
Kelly	Alexander Lees	y	y	3956080	3900180
Kentshitsuwe	Seliliketso —	y	y	3952452	3971710
Kgosiemang	Gontse J. —no	y	y	3191111	3936532
Khin	Aung	y	y	3900148	3900148
Kintu	Hammed Semwanje	y	y	5920200	5920209
Klaric	Z	y	y	3973873	
Lee	William —no	y	y	3914172	3972800
Lopang	Patrick —no	y	y	3924328	3927990
Lyamuya	Paul Kinenawa	y	y	3552107	3923807
Manharlal	Mehta Rageshkumar	y	y	3931272	3959824
Martin	George Paul Lamont	y	y	2412025	2412025
Mashekar	Sherad Sudam —no	y	y		3913337
Mathware	Ogaketse Thopho	y	y	3951883	3909356
Mazhani	Edward Ted —1	y	y	3971181	3971181
Mhutsiwa	Boyce O.	y	y	3907068	3971141
Minja	Frank Anasel	y	y		
Mitchell	Eric Patrick —no	y	y	3913325	3900902
Mmole	Dithologo	y	y	3907068	3971141
Moapare	Vincent O. —	y	y	3958033	3958033
Modise	Mmapula Glorious Karabo	y	y	3953990	
Mogomela	Martin Molao	y	y	3500211	3164580
Moje	Evans —1	y	y	3164188	3500069

3903930 — 12411234

Monamo	Letsweletse Mpho	y	y	3186740	3186823
Moremedi	Thuso	y	y	3132033	3190951
Morris	Keith Iles	y	y	3926390	
Morton	Timothy Paul	y	y	3911025	3918206
Moss	Stephen Andrew	y	y	3971697	3971697
Motsumi	G. A.	y	y	3904361	3905191
Musuku	Joseph Godwin	y	y	3951654	3912890
Mutepfa	Daniel	y	y	3952452	3971710
Mutungi	Gregory Lutta	y	y	3973415	3953556
Mwitumwa	David Kabuku	y	y	3180163	3191544
Narola	Kantilal P	y	y	3922663	3163532
Neill	S	y	y	3952251	3191595
Ngwakwena	Olebeng Adam Bafundini	y	y	3918296	3930183
Njonde	J. M.	y	y		
Nkumba	E	y	y	3951310	3973743
Nthase	Phenyo	y	y	3191111	3936532
Nthobatsang	Batsketsi	y	y	4630742	
Nuttall-Smith	Christopher	y	y	2412477	2441343
Nyame	Pedriel Mokwadi	y	y	3952882	3975045
Nyekole	Dennis Hanzoka	y	y	3923159	3923159
Okumbe	James Ouko	y	y	3925088	3928274
Orando	Marcellus	y	y	3952678	
Oranye	Chike Ikemefuna	y	y	3952778	3956773
Osemenam	Emeka Azubike	y	y		
Otsweleng	Kganetso Bontsi	y	y	3952452	3971710
Owusu-Appianti	Godfrey	y	y		
Paalani	Koziba Gumbu	y	y	3922687	3922683
Paranagam	Days Jivitha	y	y	3951883	3909356
Patel	Anil F	y	y	2610533	2610153
Patel	Shahnawaz M	y	y	3952452	3971710
Patel	Vasant	y	y	5332440	5332440
Paul	Jose	y	y		
Perera	Balasooriya Arachchige Ruwan	y	y	3918438	3918426
Peric	Vladimir	y	y	3956670	3956670
Phiri	Fred	y	y	3952251	3952251
Price	Owen Sean	y	y	2610491	2610491
Pritchard	Gareth Wyn	y	y	3952492	3957424
Quille	Denis Declan	y	y	3951883	3909356
Rai	Jagdish Nathalal	y	y	3952882	3975045
Rajnovic	Predrag	y	y	3922882	3975045
Ranjan	Aluraj David	y	y	3913389	3972821
Rantshilo	Tshoganetso	y	y	3958033	3958033
Richards	Peter Maurice	y	y	3953647	
Rynn	Marc D.	y	y	3904361	3905191
Sajja	Nagarajababu	y	y	3954259	3908611
Samman	Joseph	y	y	3952305	
Sekucha	Olebile	y	y	3922687	3922683
Seomile	Bosiame Jay	y	y	4600601	4633792
Setekia	Simon Wateka	y	y	4712457	
Shah	Predip Babulal	y	y	3973203	3973203
Soderstrom	Ulf Martin	y	y	3912173	3974465
Taylor	M	y	y	3974616	
Van Vuuren	Petrus Jacobus	y	y	3912224	3973174
Vlug	Gerrit Herman	y	y	5337249	5337249
Wall	Joanna B.	y	y	312224	
Welling	Albert Andreas	y	y	6860659	6860659
Williams	Alan Geoffrey	y	y	6251595	6250414
Wong	Melvern	y	y	3974341	
Yates	Michael George Henry	y	y		
Young x 1	David Alexander	y	y	3971181	3971181

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2?

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BIDP

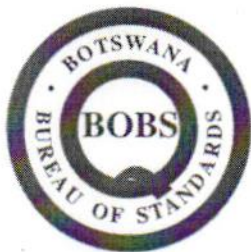
1. Proposal from D Young: 19oc06

The following words should be written on a BIDP certificate:

This certificate is only valid when subscription is paid.

2. ZMCK: Mr Kentshitswe advised that:

J Greenland and D Mutepfa do not have contacts, ZMCK Managing Director think they are not interested.



BOTSWANA BUREAU OF STANDARDS

Member of International Organization for Standardization (ISO)

Plot No.55745, Main Airport Road, Private Bag BO 48, **Block 8**, Gaborone, Botswana
Tel: (+267) 3903200, Fax: (+267) 3903120, E-mail: infoc@hq.bobstandards.bw

2006-10-26

Our Ref.

To : **Botswana Bureau of Standards**
P/Bag BO48
Gaborone

Attention: **Mr H Nyanda**

Fax: **3910593**

SEMINAR ON THE MANUFACTURE AND INSTALLATION OF UPVC PLASTICS PIPES – 1st DECEMBER 2006

ATTENDANCE CONFIRMATION SLIP

Please complete the confirmation slip with the required information of your nominated participant(s), and return to BOBS, preferably by fax.

Organization/company	Name of participant(s)	Position	Contact telephone & e-mail
	1.		
	2.		

PROGRAMME FOR THE SEMINAR ON
THE MANUFACTURE AND INSTALLATION OF UPVC and
HDPE PIPES

DATE: 1st DECEMBER, 2006

VENUE: BOTSWANA BUREAU OF STANDARDS

Master of Ceremonies: Mr M Ntau

Activity	Time	Resource person
Registration	08:30 – 09:00	
Opening remarks	09:00 – 09:20	Mr F G Tatton Plastics pipes Technical Committee Chairperson
Presentation 1 Manufacture of PVC-U pipes (Water supply, sewer and drain pipes)	09:20 – 09:50	Pipex Botswana
Discussions on Presentation	09:50 – 10:10	
TEA BREAK	10:10 – 10:40	
Presentation 2 Manufacture of HDPE pipes	10:40 – 11:10	Flo-Tek Ltd
Discussions on Presentation 2	11:10 – 11:30	
Presentation 3 Installation of PVC-U pipes for potable water supply	11:30 – 12:00	North-South Pipeline Contractors
Presentation 4 Installation of PVC-U Sewer and Drain pipes	12:00– 12:30	MAK Construction
Discussions on Presentations 4 and 5	12:30 – 13:10	
Close	13:10 – 13:30	Director of Standards
LUNCH	13:30	

BIDP COUNCIL MEETING ON 16th NOVEMBER, 2006

Date	Description	From
31/10.06	Cheque P120.00 subscription fee for P Kaszay	Phikwe Design Consultants
09/11/06	Bank statements	FNB
13/11/06	Invoice	Sebego Sharma
08/11/06	Letter re Resignation of membership	W Lee
08/11/06	Response by email	UIA
13/11/06	Application for membership	D M D Muchengwa
13/11/06	Newsletter	Master of Human Settlements

Name	Firstname	Current	Profession
Adolwa	Mbaja	y	2a
Anderson	Andrew William	y	2a
Bale ✓	Keboife Bobo	y	2a
Beeken	Roger J	y	2a
Bergs	Hanns-Gerd	y	2a
Cuthbert	Ian	y	2a
Gaopotlake	Emmanuel	y	2a
Hla ✓	Tin Tin	y	2a
Kalra	Om Parkash	y	2a
Khin ✓	Aung	y	2a
Kimani	Luci Thoki	y	2a
Kintu ✓	Hammed Semwanje	y	2a
Lyamuya ✓	Paul Kinanawa	y	2a
Macgarry	Kevin Ignatius	y	2a
Mandic	Konstantin	y	2a
Marshall	Ian Harley	y	2a
Martin ✓	George Paul Lamont	y	2a
Mashelkar ✓	Sharad Sudam	y	2a
Mazhani	Edward Ted	y	2a
Moapare ✓	Vincent O.	y	2a
Modise ✓	Mmapula Glorious Karabo	y	2a
Morris ✓	Keith Iles	y	2a
Mutungi ✓	Gregory Lutta	y	2a
Narola ✓	Kantilal P	y	2a
Neill ✓	S	y	2a
Nthobatsang ✓	Batshetsi	y	2a
Nuttall-Smith ✓	Christopher	y	2a
Nyame ✓	Pedriel Mokwadi	y	2a
Nyekele ✓	Dennis Hanzoka	y	2a
Phiri ✓	Fred	y	2a
Rai ✓	Jagdish Nathalal	y	2a
Rajnovic ✓	Predrag	y	2a
Rantshilo ✓	Tshoganetso	y	2a
Seomile ✓	Bosiame Jay	y	2a
Shah ✓	Pradip Babulal	y	2a
Welfing ✓	Albert Andreas	y	2a
Young ✓	David Alexander	y	2a

End Of Page

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Close Window

Visit the BMS website for updates!
www.bsmgtsys.com

BIDP Cash received at Young Architects office:

From	Date	Amount	Received by:	Receipt#	Cash to
E Gaopotlake	31my05	120.00	Ellen	DYA #11	To G Vlug @ council meet 9je05
S W Setekia	8ag05	120.00	Ellen	DYA #12	To G Vlug @ council meet 11ag05
L S Maule	23se05	120.00	Ellen	DYA #17	See YA chq 809 to BIDP
J Okumbe	23se05	120.00	Ellen	DYA #18	See YA chq 809 to BIDP
T Bredell	5oc05	120.00	Ellen	DYA #22	See YA chq 809 to BIDP
D Nyekele	9no05	120.00	Ellen	DYA #27	To G Vlug @ council meet 24no05
M Adolwa	20de05	120.00	D Young	YA #94	Cash to YA R98
Group 9 Architects	2fe06	60.00	E Mazhani	DYA #35	
Champagne breakfast					
T Rabso, S Kentshitwe	03ap06	160.00	Ellen	BIDP #01	Cash handed to DY
E Mazhani	02my06	40.00	Ellen	BIDP #02	Cash handed to DY
P Shah	19my06	40.00	Ellen	BIDP #03	Cash handed to DY
L Gitau	15je06	120.00	Ellen	BIDP #04	Cash to YA R28
Tectura International	19je06	40.00	Ellen	BIDP #05	Cash to YA R28
S Mashelker	4oc06	240.00	Ellen	BIDP #06	Cash to YA R58
O Ngwakwena	24oc06	360.00	Ellen	BIDP #08	Cash to YA R62
P Coter/C Breakfast	26oc06	80.00	Ellen	BIDP #10	Cash to YA R64
G Vlug/C Breakfast	30oc06	191.50	Ellen	BIDP #11	Cash handed to DY
B Bale C Breakfast	31oc06	40.00	C Nyepetsi	BIDP #12	Cash to YA R66

ENGINEERS CONSULTING
ATTORNEYS
ESTATE AGENTS
FINANCIAL CONSULTANTS
QUANTITY SURVEYORS

The advert should be in reversed black.

Please send the quotation to my fax no 5337249.
Your cooperation will be highly appreciated.

Yours faithfully,

G.H. VLUG
HONORARY TREASURER



BOTSWANA INSTITUTE OF DEVELOPMENT PROFESSIONS

Our members include architects, engineers, quantity surveyors, attorneys, financial consultants and estate agents. For more

1-12-06

Name	Firstname	Current	Resident	Phonewk	Fax
Adolwa	Mbaja	y	y	5749481	5773530
Akanyang	Robert	y	y	3916670	3939503
Allen	Anthony M. D.	y	y		
Allison-Broomhead	Graham Ian	y	y	3972002	3971384
Askovic	Aleksandar	y	y	3912331	3912331
Azoulay	Itamar	y	y	3919458	3184730
Bale	Keboife Bobo	y	y	3185353	3936433
Bathuleng-Mookodi	Marina	y	y	3181581	3182377
Bernard	Joseph Jane	y	y		
Bredell	Theodor Gustav	y	y	3930538	3930538
Burton	David	y	y		
Busang	Rainer Shakes	y	y	3912975	3957909
Chephethe	Ralph Raphael	y	y	3158209	3951093
Chiwila	Amos Gregory Matendeko	y	y	3182073	3182073
Cotter	Peter James - NO	y	y	3903250	3903251
Davey	Brian Peter	y	y	3952492	3957424
Desai	Pankaj Dhiraical	y	y		
Dixon-Warren	Colin Patison	y	y	3912400	3975281
Dondofema	Efraim	y	y	3952452	3971710
Flanagan	Andrew Gerald	y	y	3975070	3975071
Gaopotlake	Emmanuel	y	y	3905075	3908501
Giri	Vellaisamy	y	y	3926711	3926711
Gitau	Lawrence Wambugu	y	y	3953344	3953344
Groth	Agas	y	y	3923462	3923632
Gunston	S	y	y	3956753	3972691
Hakim	Asadul	y	y	5749481	5773530
Hammond	Jeffrey Blair	y	y	3912089	3909426
Healy	Peter Edward	y	y		
Hinchliffe	John P.	y	y		
Hingorani	Gopal Das	y	y	5390411	5390411
Hla	Tin Tin	y	y	3900148	3900148
Hutchings	Lawrence James	y	y	3911025	3182016
Hyde	Bernard	y	y	3927764	3923632
Iyer	Kishore Subramanyam	y	y		
Jadeja	Deepakkumar Ajitsinhji	y	y	3912331	3912331
Jones	Gordon Barrie	y	y		
Kandaswamy	Rajagopalan	y	y		
Kaszay	Peter	y	y		
Katse	Boniface Moeka	y	y	3910172	3190287
Kelly	Alexander Lees	y	y	3956080	3900160
Kentshitsuwe	Seltiketso	y	y	3952452	3971710
Kgosiemang	Gontse J. - NO	y	y	3191111	3936532
Khin	Aung - 5	y	y	3900148	3900148
Kintu	Hammed Semwanje	y	y	5920200	5920209
Klaric	Z	y	y	3973873	
Lee	William	y	y	3914172	3972800
Lopang	Patrick	y	y	3924328	3927990
Lyamuya	Paul Kinanawa	y	y	3552107	3923807
Manharial	Mehta Rageshkumar	y	y	3931272	3959824
Martin	George Paul Lamont	y	y	2412025	2412025
Mashekar	Sharad Sudam	y	y		3913337
Mathware	Ogaketse Thopho	y	y	3951883	3909356
Mathaga	Cuthbert	y	y	3181634	3181635
Mazhani	Edward Ted - yes	y	y	3971181	3971181
Mhutsiwa	Boyce O.	y	y	3907068	3971141
Minja	Frank Anasel	y	y	3167576	3167517
Mitchell	Eric Patrick	y	y	3913335	3900902
Mmille	Dithologo	y	y	3907068	3971141
Moapare	Vincent O.	y	y	3958033	3958033
Modise	Mmapula Glorious Karabo	y	y	3953990	
Mogomela	Martin Molao	y	y	3500211	3164580
Moje	Evans	y	y	3164188	3500069

Ellen - yes

+
H BROWN PBES
Jvanver CTA - NO

G. Kuman

H. Laws - NO

Monamo	Letsweletse Mpho	y	y	3186740	3186823
Moremedi	Thuso	y	y	3132033	3190951
Morris	Keith Iles	y	y	3926390	
Morton	Timothy Paul	y	y	3911025	3918206
Moss	Stephen Andrew	y	y	3971697	
Motsumi	G. A.	y	y	3904361	3905191
Musuku	Joseph Godwin	y	y	3951654	3912890
Mutungi	Gregory Lutta	y	y	3973415	3953556
Mwitumwa	David Kabuku	y	y	3180163	3191544
Narola	Kantilal P	y	y	3922663	3163532
Neill	S	y	y	3952251	3191595
Ngwakwena	Olebeng Adam Bafundini	y	y	3918296	3930183
Njonde	J. M.	y	y		
Nkumba	E	y	y	3951310	3973743
Nthase	Phenyo	y	y	3191111	3936532
Nthobatsang	Batshetsi	y	y	4630742	
Nuttall-Smith	Christopher	y	y	2412477	2441343
Nyame	Pedriel Mokwadi	y	y	3952882	3975045
Nyekele	Dennis Hanzoka	y	y	3923159	3923159
Okumbe	James Ouko	y	y	3925088	3928274
Orando	Marcellus	y	y	3952678	
Oranye	Chike Ikemefuna	y	y	3952778	3956773
Osemenam	Emeka Azubike	y	y		
Otsweleng	Kganetso Bontsi	y	y	3952452	3971710
Owusu-Appianti	Godfrey	y	y		
Palalani	Koziba Gumbu	y	y	3922687	3922683
Paranagam	Daya Jivitha	y	y	3951883	3909356
Patel	Anil F	y	y	2610533	2610153
Patel	Shahnawaz M	y	y	3952452	3971710
Patel	Vasant	y	y	3918932	3918933
Paul	Jose	y	y		
Perera	Balasooriya Arachchige Ruwan	y	y	3918438	3918426
Peric	Vladimir	y	y	3956670	3956670
Phiri	Fred	y	y	3952251	3191595
Price	Owen Sean	y	y	2610491	2600117
Pritchard	Gareth Wyn	y	y	3952492	3957424
Quille	Denis Declan	y	y	3951883	3909356
Rai	Jagdish Nathalal	y	y	3952882	3975045
Rajnovic	Predrag	y	y	3922882	3975045
Ranjan	Aluraj David	y	y	3913389	3972821
Rantshilo	Tshoganetso	y	y	3958033	3958033
Richards	Peter Maurice	y	y	3953647	
Rynn	Marc D.	y	y	3904361	3905191
Sajja	Nagarajababu	y	y	3954259	3908611
Samman	Joseph	y	y	3952305	
Sekucha	Olebile	y	y	3922687	3922683
Seomile	Bosiame Jay	y	y	4600601	4633792
Setekia	Simon Wateka	y	y	4712457	
Shah	Pradip Babulal	y	y	3973203	3973203
Soderstrom	Ulf Martin	y	y	3912173	3974465
Taylor	M	y	y	3974616	
Van Vuuren	Petrus Jacobus	y	y	3912224	3973174
Vlug	Gerrit Herman	y	y	5337249	5337249
Welfing	Albert Andreas	y	y	6860659	6860659
Williams	Alan Geoffrey	y	y	6251595	6250414
Wong	Melvern	y	y	3974341	
Yates	Michael George Henry	y	y		
Young	David Alexander	y	y	3971181	3971181

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Name	Firstname	Current	Resident	Phonewk	Fax
Adolwa	Mbaja	y	y	5749481	5773530
Akanyang	Robert	y	y	3916670	3939503
Allen	Anthony M. D.	y	y		
Allison-Broomhead	Graham Ian	y	y	3972002	3971384
Askovic	Aleksandar	y	y	3912331	3912331
Azoulay	Itamar	y	y	3919458	3184730
Bale	Kebole Bobo	y	y	3185353	3936433
Bathuleng-Mookodi	Marina	y	y	3181581	3181581
Bernard	Joseph Jane	y	y		
Bredell	Theodor Gustav	y	y	3930538	3930538
Burton	David	y	y		
Busang	Rainer Shakes	y	y	3912975	3957909
Chephethe	Ralph Raphael	y	y	3156209	3951093
Chiwila	Amos Gregory Matendeko	y	y	3182073	3182073
Cotter	Peter James	y	y	3903250	3903250
Davey	Brian Peter	y	y	3952492	3957424
Desai	Pankaj Dhirajcal	y	y		
Dixon-Warren	Colin Patison	y	y	3912400	3975281
Dondofema	Efraim	y	y	3952432	3971710
Flanagan	Andrew Gerald	y	y	3975070	3975071
Gaopollake	Emmanuel	y	y	3905075	3908501
Giri	Vellaisamy	y	y	3926711	3926711
Gitau	Lawrence Wambugu	y	y	3953344	3953344
Groth	Agas	y	y	3923462	3923632
Gunston	S	y	y	3956753	3972691
Hammond	Jeffrey Blair	y	y	3912089	3909426
Healy	Peter Edward	y	y		
Hinchliffe	John P.	y	y		
Hingorani	Gopal Das	y	y	5390411	5390411
Hla	Tin Tin	y	y	3900148	3900148
Hutchings	Lawrence James	y	y	3911025	3182016
Hyde	Bernard	y	y	3927764	3923632
Iyer	Kishore Subramanyam	y	y		
Jadeja	Deepakkumar Ajitsinhji	y	y	3912331	3912331
Jones	Gordon Barrie	y	y		
Kandaswamy	Rajagopalan	y	y		
Kaszay	Peter	y	y		
Katse	Boniface Moeka	y	y	3910172	3190287
Kelly	Alexander Lees	y	y	3956080	3900160
Kentshitsuwe	Seitiketso	y	y	3952452	3971710
Kgosiemang	Gontse J.	y	y	3191111	3936532
Khin	Aung	y	y	3900148	3900148
Kintu	Hammed Semwanje	y	y	5920200	5920209
Klaric	Z	y	y	3973873	
Lee	William	y	y	3914172	3972800
Lopang	Patrick	y	y	3924328	3927990
Lyamuys	Paul Kinanswa	y	y	3552107	3923807
Manharlal	Mehta Rageshkumar	y	y	3931272	3959824
Martin	George Paul Lamont	y	y	2412025	2412025
Mashelkar	Sharad Sudam	y	y		3913337
Mathware	Ogaketse Thopho	y	y	3951883	3909356
Matlhaga	Cuthbert	y	y	3181634	3181635
Mazhani	Edward Ted	y	y	3971181	3971181
Mhutaiwa	Boyce O.	y	y	3907068	3971141
Minja	Frank Anasel	y	y	3167576	3167517
Mitchell	Eric Patrick	y	y	3913335	3900902
Mmole	Dithologo	y	y	3907068	3971141
Moapare	Vincem O.	y	y	3958033	3958033
Modise	Mmapula Glorious Karabo	y	y	3953990	
Mogomela	Martin Molao	y	y	3500211	3184580
Moje	Evans	y	y	3164188	3500069
Monamo	Letsweletse Mpho	y	y	3186740	3186823

Hakim

3182377

3903251

No Fax

Moremedi	Thuso	y	y	3132033	3190951	✓
Morris	Keith Iles	y	y	3926390		✓
Morton	Timothy Paul	y	y	3911025	3918206	
Mass	Stephen Andrew	y	y	3971697		✓
Motsumi	G. A.	y	y	3904361	3905191	✓
Musuku	Joseph Godwin	y	y	3951654	3912890	✓
Mutungi	Gregory Lutta	y	y	3973415	3953556	✓
Nkwitumwa	David Kabuku	y	y	3180163	3191544	✓
Narola	Kantilal P	y	y	3922663	3163532	✓
Neill	S	y	y	3952251	3191595	✓
Ngwakwena	Olebeng Adam Bafundini	y	y	3918296	3930183	✓
Njonde	J. M.	y	y			
Nkumba	E	y	y	3951310	3973743	✓
Nthase	Phenyo	y	y	3191111	3936532	✓
Ntshobatsang	Batshetsi	y	y	4630742		✓
Nuttall-Smith	Christopher	y	y	2412477	2441343	✓
Nyame	Pedriel Mokwadi	y	y	3952882	3975045	✓
Nyekele	Dennis Hanzoka	y	y	3923159	3923159	✓
Okumbe	James Ouko	y	y	3925088	3928274	✓
Orando	Marcellus	y	y	3952678		✓
Oranye	Chike Ikemefuna	y	y	3952778	3956773	✓
Osemenam	Emeka Azubike	y	y			
Otsweleng	Kganetso Bontsi	y	y	3952452	3971716	
Owusu-Appianti	Godfrey	y	y			
Palalani	Koziba Gumbu	y	y	3922687	3922683	✓
Paranagam	Daya Jivitha	y	y	3951883	3909356	✓
Patel	Anil F	y	y	2610533	2610153	✓
Patel	Shahnawaz M	y	y	3952452	3971716	
Patel	Vasant	y	y	3918932	3918933	✓
Paul	Jose	y	y			
Perera	Balasooriya Arachchige Ruwan	y	y	3918438	3918426	✓
Peric	Vladimir	y	y	3956670	3956670	✓
Phiri	Fred	y	y	3952251	3952251	✓
Price	Owen Sean	y	y	2610491	2610491	✓
Pritchard	Gareth Wyn	y	y	3952492	3957424	✓
Quille	Denis Declan	y	y	3951883	3909356	✓
Rai	Jagdish Nathalal	y	y	3952882	3975045	✓
Rajnovic	Predrag	y	y	3922682	3975045	
Ranjan	Aluraj David	y	y	3913389	3972021	✓
Rentshilo	Tshoganetso	y	y	3958033	3958033	✓
Richards	Peter Maurice	y	y	3953647		✓
Rynn	Marc D.	y	y	3904361	3905191	✓
Sajja	Nagarajababu	y	y	3954259	3908611	✓
Samman	Joseph	y	y	3952305		✓
Sekucha	Olebile	y	y	3922687	3922682	
Seomile	Bosiame Jay	y	y	4600601	4633792	✓
Setekia	Simon Wateka	y	y	4712457		✓
Shah	Pradip Babulal	y	y	3973203	3973203	✓
Soderstrom	Ulf Martin	y	y	3912173	3974465	✓
Taylor	M	y	y	3974616		✓
Van Vuuren	Petrus Jacobus	y	y	3912224	3973174	✓
Vlug	Gerrit Herman	y	y	5337249	5337249	✓
Wall	Joanna B.	y	y	312224		✓
Wellfing	Albert Andreas	y	y	6060659	6060659	✓
Williams	Alan Geotfrey	y	y	6251595	6250414	✓
Wong	Melvorn	y	y	3974341		✓
Yates	Michael George Henry	y	y			
Young	David Alexander	y	y	3971181	3971181	

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Meeting not held

BIDP COUNCIL MEETING ON 14th DECEMBER, 2006

Date	Description	From
22/11/06	Cash receipt D Muchengwa application fee	YA
27/11/06	Cheque P120.00 subscription fee for U Soderstrom	Know How Mugnum
28/11/06	Bank statement	FNB
01/12/06	Bank statement	FNB
04/12/06	Cash receipt C Oranye subscription fee	YA
04/12/06	Invoice	E Tshoganetso
13/12/06	Invoice	YA
13/12/06	Invoice	E Tshoganetso
16/11/06	Letter to ADS	G Vlug
28/11/06	Book	Specifile
04/12/06	Notice re leave	E Tshoganetso
12/12/06	Email- re apology	B Hyde

Name	Firstname	Current	Profession	Email
Adolwa	Mbsja	y	2a	spasys@botsnet.bw
Anderson	Andrew William ✓	y	2a	anderson@zamnet.zm ✓
Bale	Keboife Bobo ✓	y	2a	keboife@yahoo.com ✓
Beeken	Roger J ✓	y	2a	bma@info.bw ✓
Bergs	Hanns-Gerd ✓	y	2a	hbergassoc@absamail.co.za ✓
Cuthbert	Ian ✓	y	2a	i.cuthbert@btinternet.com ✓
Geopotlake	Emmanuel ✓	y	2a	bmarchitects@botsnet.bw ✓
Hakim	Asadul	y	2a	
Hla	Tin Tin	y	2a	proarchbw@gmail.com
Kalra	Om Parkash	y	2a	
Khin	Aung ✓	y	2a	proarchbw@gmail.com ✓
Kimani	Luci Thoki	y	2a	Lnkimani46@yahoo.co.uk
Kintu	Hammed Semwanje	y	2a	
Lyamuya	Paul Kinanawa	y	2a	lyamuyap@mopipi.ub.bw
Macgarry	Kevin Ignatius	y	2a	so@itkzn.co.za
Marshall	Ian Harley	y	2a	
Martin	George Paul Lamont ✓	y	2a	peridot@info.bw ✓
Mashelkar	Sharad Sudam	y	2a	
Mazhani	Edward Ted	y	2a	dya@botsnet.bw ✓
Mosapare	Vincent O. ✓	y	2a	vmosapare@gmail.com ✓
Modise	Mmapula Glorious Karabo	y	2a	
Morris	Keith Iles ✓	y	2a	dim@info.bw ✓
Mutungi	Gregory Lutta ✓	y	2a	ramani@info.bw ✓
Narola	Kantlal P. ✓	y	2a	karuna@mega.bw ✓
Neill	S	y	2a	dlg@dlg.co.bw
Nthobatseng	Batshetsi	y	2a	nthobs@yahoo.com
Nuttall-Smith	Christopher ✓	y	2a	nsa@inet.co.bw ✓
Nyame	Pedriel Mokwadi ✓	y	2a	pedriel@symbion-int.co.bw ✓
Nyakele	Dennis Hanzoka	y	2a	nyakeledh@yahoo.com
Phiri	Fred ✓	y	2a	dlg@dlg.co.bw ✓
Rai	Jagdish Nathalal ✓	y	2a	jagdish@symbion-int.co.bw ✓
Rajnovic	Predrag ✓	y	2a	pedjar@botsnet.bw ✓
Rantshilo	Tshoganetso	y	2a	
Seomile	Bosiame Jay	y	2a	
Shah	Pradip Babulal	y	2a	
Welfing	Albert Andreas ✓	y	2a	agora@info.bw ✓
Young	David Alexander	y	2a	dya@botsnet.bw ✓

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WORKSHOP ON 'GUIDELINES FOR ENERGY EFFICIENT BUILDING DESIGN'

{DANIDA PROJECT ON 'ENERGY EFFICIENCY AND CONSERVATION IN BUILDING SECTOR IN BOTSWANA'}

Date: 21 February 2007

1.0 Background:

Energy Affairs is implementing a project on 'Energy Efficiency and Conservation in Building Sector in Botswana' with financial and technical assistance from Danish Government through Danish International Development Assistance (DANIDA). The three years duration project, started in April 2005, has three immediate objectives:

- Examples of good practice of energy efficiency building design and operation influence future design and construction of buildings.
- Energy efficiency guidelines included in development and building regulation.
- Knowledge and skills of architects, engineers and technicians regarding energy efficiency in buildings is improved.

Three task forces are established to deal with these objectives, and each task force is meeting every month. Project has prepared draft guidelines for energy efficient building design, which are discussed in the task force meeting. The guidelines cover the process starting from the conceptual design and up to the operation of the building. The interaction of the different energy consuming systems of the building will be assessed for the design phase and the guidelines will include different tools and concepts on how to approach this.

2.0 The Guideline is structured in three levels as follows:

2.1. Introduction and Design Brief.

The Design Brief is used as a framework to present recommendations that will lead to improved energy performance through appropriate design methods and approaches.

2.2. Technical Sections.

The recommendations contained in the Introduction and Design Brief are supported with more detailed information and background material, explaining the key concepts of each of the following topics:

Climate

Indoor Environment

Design and construction process

Planning

Building envelope

Mechanical Systems

Lighting - artificial and daylighting

Operation and Maintenance & Building Management Systems

Simulation

2.3. Appendices.

Reference data such as thermal properties of materials and constructions, properties of glazing materials, etc.

3.0 PURPOSE OF THE WORKSHOP:

The purpose of the one day workshop is to present the draft Guidelines to a wider community of interested organizations and individuals, both to inform them of the work that has been done and to obtain their comments and recommendations. These will be considered in preparing the final draft for publication. The workshop will include presentation of guidelines and group discussion on individual topics.

4.0 GROUP WORK

The programme includes an opportunity for participants in the Workshop to work together in groups to discuss aspects of the Guidelines and then report on their work to the plenary session.

Each group will address one of the following six topics:

1. How to use the Guidelines – distribution, application, feedback, revision, building code and incentive etc..

2. External climate and indoor environment - requirements for comfort, air quality, and lighting.
3. Site planning, and building envelope design.
4. HVAC systems design and building simulation.
5. Lighting design – combining daylight and artificial light.
6. The design, construction and commissioning process: design for operation and maintenance.

5.0 PROGRAMME: 21.2.2007

- 8:00 Registration
- 8:30 Prayer
- 8:35 Welcome and Introduction
- 8:45 Opening Speech
- 9:15 Keynote Address
- 9:30 Presentation of the Guide-lines
- 10:00 Discussion
- 10:15 **Tea**
- 10:45 Preparation for group Work
- 11:00 Group Work
- 12:30 **Lunch**
- 14:00 Group presentations to Plenary Session
- 16:00 Closing Remarks
- 16:30 Close of Workshop

6.0 PROPOSED PARTICIPANTS FOR THE WORKSHOP

Participants for the workshop will include architects and engineers working in building related field.

1. Architects and Engineers working in all the councils (Senior Officers)
2. Department of Building and Engineering Services – Dy Directors, Chief Architect, and other senior architects and engineers
3. Ministry of Local Government – Senior Architects, Quantity surveyor, Senior Electrical engineer etc.
4. Representatives from various departments as: Department of Housing, Department of Town and Regional Planning, Department of Research, Science and Technology, Department of Environment, Department of Energy and Building Regulation Board etc.
5. Representatives from various parastatals as: Botswana Housing Corporation, Botswana Bureau Of Standards, Botswana Technology Centre, Botswana Power Corporation
6. University of Botswana – Dean FET, Professors from Architect department and professors from FET

7. Representatives from Various educational institutions as: Department of Vocational Education and Training, MTTC, Construction Industries Trust Fund, Botswana Training Authority, Tertiary Educational Council, Department of Curriculum Development and Education
8. Representatives from various building related associations as: Architect Association of Botswana, Botswana Institute of Development Professionals, Association of Citizen Development Consultants, Association of Consulting engineers Botswana, Institution of Engineers
9. Building Developers
10. NGO as Somarelang Tikologo

BIDP COUNCIL MEETING ON 25th JANUARY, 2007

Date	Description	From
28/11/06	Book	Specifile
13/11/06	Application	D Muchengwa
14/12/06	Application	J O Phuthego
18/12/06	Application	A M Maina
18/12/06	Application	J Maphepa
19/01/07	E-mail re unpaid cheque	B Bale

BIDP Publications

Updated 1fe07

Current list of publications:

	Standard document	Electronic document to one site to produce reference prints only under a four-year licence:
Minor works form of contract	P22.50	P62.50
Without quantities form of contract	P95.00	P95.00
With quantities form of contract	P95.00	P95.00
Form of nominated subcontract	P55.00	P62.50
Electronic forms version 0.0.1 under a four year licence	P75.00	
Logo for site notice board	P30.00	
Certificate for payment pads	P70.00/pad	
Architect instruction pads	P70.00/pad	
Architect's appointment	P55.00	
Consultant's appointment	P22.50	
BIDP regulations for the promotion and conduct of architectural competitions	P22.50	P62.50
BIDP <u>Architectural competitions</u> advisory note	Free	
Site notice board layouts draft	Free	

The above are available from the BIDP shop c/o BWR Quantity Surveyors, Unit 3, plot 157, Gaborone International Commerce Park, Kgale View, Gaborone; Phone 318 1581, fax 318 2377.

BIDP Publications

old prices

Updated 6ap06

Current list of publications:

	Standard document	Electronic document to one site to produce reference prints only under a four-year licence:
Minor works form of contract	P17.50	P50.00
Without quantities form of contract	P75.00	P75.00
With quantities form of contract	P75.00	P75.00
Form of nominated subcontract	P45.00	P50.00
Electronic forms version 0.0.1 under a four year licence	P60.00	
Logo for site notice board	P25.00	
Certificate for payment pads	P70.00/pad	
Architect instruction pads	P70.00/pad	
Architect's appointment	P45.00	
Consultant's appointment	P17.50	
BIDP regulations for the promotion and conduct of architectural competitions	P17.50	P50.00
BIDP <u>Architectural competitions</u> advisory note	Free	
Site notice board layouts draft	Free	

The above are available from the BIDP shop c/o BWR Quantity Surveyors, Unit 3, plot 157, Gaborone International Commerce Park, Kgale View, Gaborone; Phone 318 1581, fax 318 2377.

OBJECTIVES

MAIKAELELO

The Institute is established in Botswana:

- a) To promote the advancement of and to facilitate the acquisition of that knowledge which constitutes the professions related to development in Botswana.
- b) To promote the general interests of the professions and to maintain and to regulate them in the public interest.
- c) To promote the participation of central and local authority into providing educational institutions in Botswana at Professional and Technical level and to stimulate and encourage the interest and participation of the Botswana people into entering the professions.
- d) To promote the establishment of a professional centre in Gaborone to facilitate the use of common resources in conjunction with the provision of common support services for the professions.
- e) To establish and maintain good relations with other professional bodies in Botswana, to establish links with similar Societies in other countries and to join and support any international bodies concerned with the work of the professions.

The complete text of the Constitution is given in Appendix 1, and the complete text of the Regulations is given in Appendix 2.

BIDP

CIRCULAR TO MEMBERS:

Council has agreed to list firms operated by resident, ordinary members in accordance with BIDP regulations in the next directory. If you are an ordinary member resident in Botswana and you operate a consultant firm in accordance with BIDP Regulations, and would like it listed in the directory, please sign and return the certificate below.

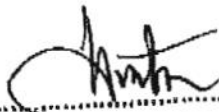
I Certify that I, GON THE KLOSIEMANTSE

an ordinary member of BIDP resident in Botswana, operate the practice named below in accordance with BIDP regulations.

Practice name: PEGO PROJECTS

Postal address: BAG BR 155, B/HURST, GAB

Physical address: 1ST FLOOR AIR BOTSWANA AIRPORT

Signature:  date: 7.2.7

If you have photos/articles of projects which could be used in the directory or newsletter, please advise the secretary.

David Young
Secretary, BIDP

S: (AOKA) / 02 / Firm list. Solw

BIDP website:

Files to be updated:

Activity.htm
appform.htm
appform.pdf
bothorg.htm
council1.htm
EEBWshop.pdf
firmlist.html
pageone.htm
publist.htm
standard.htm
Whatsnew.htm

Files to delete:

appform.htm.part
BHTMLIST.htm
Newsletterap06.html
southbankflyer.jpg
TOYform.pdf

- ① What's new After
Activities
update
2007.
-

- ② Increased Prices. Publications
fax to BWR

$$75 \rightarrow 95 \quad \frac{95}{75} = 126\%$$

$$17-50 \rightarrow 22-50$$

$$45 \rightarrow 55$$

$$60 \rightarrow 75$$

$$25 \rightarrow 30$$

$$70 \rightarrow 70$$

$$70 \rightarrow 70$$

$$90 \rightarrow 62-50$$

BBS-website?

Delete Numberlist: BHTlist.htm

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Agreement and Schedule of Conditions of Building Contract

204 looked 21/2/02

BIDP
check breach of copyright
23/2/06

ALTERATIONS AND/OR AMENDMENTS TO THESE CONDITIONS AS STATED IN THE PRELIMINARIES OF THE BILLS OF QUANTITIES SHALL OVERRIDE, MODIFY AND OR AFFECT THE APPLICATION AND/OR INTERPRETATION OF THAT WHICH IS CONTAINED IN THESE CONDITIONS AND SUCH ALTERATIONS AND/OR MODIFICATIONS ARE DEEMED TO HAVE BEEN INCORPORATED HEREIN.

Between

AMA INVESTMENTS (PTY) LTD

and

I C PROJECTS (PTY) LTD

For the erection and completion and maintenance of

OUTSTANDING WORKS

TO RESIDENTIAL HOUSE ON PORTIONS 17, 18, 19 OF
FARM 36 NQ FOR AMA INVESTMENTS (PTY) LTD

Contract No. AMA 99.02 Dated 12th APRIL 2002

Form of Contract incorporating Bills of Quantities

phs

Articles of Agreement

Made the 12th day of APRIL 2002

BETWEEN AMA INVESTMENTS (PTY) LTD

Of (or whose registered office is situate at)

(Hereinafter called "the Employer") of the one part and IE PROJECTS (PTY) LTD

Of (or whose registered office is situate at)

(Hereinafter called "the Contractor") of the other part.

WHEREAS the employer is desirous of COMPLETION OF OUTSTANDING WORKS
TO RESIDENTIAL HOUSE

(Hereinafter called "the Works") at PORTIONS 17, 18, 19 OF FARM 36 NQ

And has caused Drawings and Bills of Quantities showing and describing the works to be done to be prepared by or under the direction of

SICHOMBO & ASSOCIATES ARCHITECTS

493 BLUE JACKET STREET, P/BAG K170 FRANKSTOWN his Architect.

AND WHEREAS the Contractor has supplied the Employer with fully priced copy of the said Bills of Quantities (which copy is hereinafter referred to as 'the Contract Bills')

AND WHEREAS the said Drawings numbered (SEE ATTACHED LIST)

Inclusive (hereinafter referred to as 'The Contract Drawings') and the Contract Bills have been signed by or on behalf of the parties hereto.

[Signature]

[Signature]

Sichombo & Associates
A R C H I T E C T S

3rd September 2002

AMA HOUSE DEVELOPMENT SELEPA - FRANCISTOWN

FINISHING CONTRACT DRAWING LIST

- Paving specifications level one and two
- Chimney cowl details
- Floor specifications balconies
- Back gutter details
- Covered walkway details
- Roof vent details
- Ornamental pool details
- External stair (north) details
- Covered walkway balustrade details
- Entrance lobby floor patterns
- Patio, verandah floor patterns
- Main stair beam detail
- Covered walkway floor pattern
- Level one detailed shower, kitchen floor layout
- Level one detailed kitchenette, guest WC and bathroom floor layout
- Level two detailed toilet floor layout
- Level three detailed bathroom floor layouts
- Fireplace details

JKS



NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed hereto carry out and complete the works shown upon the Contract Drawings and described by or referred to in the Contract Bills and in the said Conditions.

2. The Employer will pay the Contractor the sum of THREE HUNDRED AND EIGHTY
THOUSAND, ONE HUNDRED AND FIFTY EIGHT PULA AND 15/100
(P. 380 158 = 15). (Hereinafter referred to as 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the manner specified in said Conditions.

3. The terms 'the Architect' in the said Conditions shall mean the said

SICHOMBO & ASSOCIATES
of OFFICE NO. 4 1ST FLOOR GRENFELL AVE LOT 493 BLUE JACKET SQ.
F/TOWN

Or, in the event of his death or ceasing to be the Architect for the purpose of this Contract, such other person as the Employer shall nominate for that purpose, not being a person to whom the contractor shall object for reasons considered to be sufficient by an arbitrator appointed in accordance with clause 35 of the said Conditions. Provided always that no person subsequently appointed to the Architect under this contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the Architect for the time being.

4. The term 'the Quantity Surveyor' in the Conditions shall mean the said

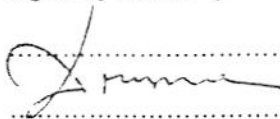
AS NOMINATED BY ARCHITECT & EMPLOYER IF AND
of WHEN REQUIRED

Or, in the event of his death or ceasing to be the Quantity Surveyor for the purpose of this Contract, such other person as the Employer shall nominate for that purpose not being a person to whom the Contractor shall object for reasons considered to be sufficient by an arbitrator appointed in accordance with clause 35 of the said Conditions.

AS WITNESS the hands of the said parties

Francistown

Signed by the said (EMPLOYER)



D.K. MUNGURE
P.O. BOX 242
FRANCISTOWN
TEL: 214746

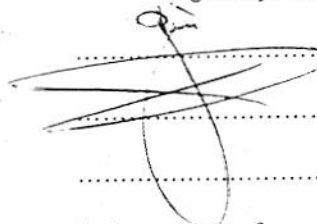
In the presence of

Name K.K. Sengatho

Address P.O. Box 837

Francistown

Signed by the said (CONTRACTOR)



In the presence of

Name S.D. Sichombo

Address P/Bag 5100

FRANCISTOWN

Contractor's Obligation

1

- Architect's instructions*

2

- Provided always

- Contract documents

3

- 4

2017

inspection of the Employer or of the Contractor.

- (2) Immediately after the execution of this Contract the Architect without charge to the Contractor shall furnish him (unless he shall have been previously furnished) with
 - (a) One copy certified on behalf of the Employer of the Articles of Agreement of these Conditions.
 - (b) three copies of the Contract Drawings, and
 - (c) two copies of the blank Bills of Quantities and one copy of the priced Contract Bills
- (3) So soon as is possible after the execution of this Contract the Architect without charge to the Contractor shall furnish him (unless he shall have been previously furnished) with two copies of the specification, descriptive schedules or other like documents necessary for use in carrying out the works. Provided that nothing contained in the said specification, descriptive schedules or other documents shall impose any obligation beyond those imposed by the Contract documents.
- (4) As and when from time to time may be necessary the Architect without charge to the Contractor shall furnish him with two copies of such drawings or details as are reasonably necessary either to explain and amplify the Contract Drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.
- (5) The Contractor shall keep one copy of the Contract Drawings, one copy of the blank Bills of Quantities, one copy of the specification, descriptive schedules or other like documents referred to in sub clause (3) of this Condition, and one copy of the drawings and details referred to in sub clause (4) of this Condition upon the Works so as to be available for the Architect or his representative at all reasonable times.
- (6) Upon final payments under clause 30 (6) of these Conditions the Contractor shall if so requested by the Architect, forthwith return to the Architect all drawings, details, specifications, descriptive schedules and other documents of a like nature which bear his name.
- (7) None of the documents here-in-before mentioned shall be used by the Contractor for any purpose other than this Contract and neither the Employer, the Architect nor the Quantity Surveyor shall indulge or use except for the purposes of this Contract any of the prices in the Contract Bills.
- (8) Any certificate to be issued by the Architect under these Conditions shall be issued to the Contractor.

*Statutory
obligations,
notices, fees
and charges*

4

- (1) The Contractor shall comply with and give all notices required by any Act of Parliament, any instrument, rule or order made under any Act of Parliament or any regulation or by-law of any local authority or of any statutory undertaken which has jurisdiction with regard to the Works or with those systems the same are or will be connected. The Contractor before making any variation from the Contract Drawings or the Contract Bills necessitated by such compliance shall give to the Architect a written notice specifying and giving the reason for such variation and the Architect may issue instructions in regard thereto. If within seven days of having given the said written notice the Contractor does not receive any instructions in regard to the matters therein specified he shall proceed with the work conforming to the act of Parliament,

instrument, rule, order regulation or by-law in question and any variation thereby necessitated shall be deemed to be a variation required by the Architect

- (2) The Contractor shall pay and indemnify the Employer against liability in respect of any fees or charges (including any rates or taxes) legally demandable under any Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or bye law of any local authority or of any statutory undertaker in respect of the Works. Provided that the amount of any such fees or charges (including any rates or taxes) shall be added to the Contract Sum unless they
- (a) arise in respect of work executed or materials or goods supplied by local authority or statutory undertaking for which a prime cost sum is included in the Contract Bills or for which prime cost sum has arisen as a result of Architects instructions given under clause 11(3) of these conditions,
- or
- (b) are priced or stated by way of a provisional sum in the Contract Bills.

*Levels and
setting out of
the works*

5

The Architect shall determine any levels, which may be required for the execution of the works, furnish to the contractor by way of accurately dimensioned drawings such information as shall enable the contractor to set out the works at ground level. Unless the Architect shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly the Contractor shall be responsible for and shall entirely at his cost amend any errors arising from his own inaccurate setting out.

*Materials,
goods and
workmanship
to conform to
description
testing and
inspection.*

6

- (1) All materials, goods and workmanship shall so far as procurable be of the respective kinds and standards described in the Contract Bills.
- (2) The Contractor shall upon the request of the Architect furnish him with vouchers to prove that the materials and goods comply with the sub clause (1) of this Condition.
- (3) The Architect may issue instructions requiring the Contractor to open up for inspection any work covered up or to arrange for or carry out any test of any materials or goods (whether or not already incorporated in the works) or of any executed work, and the cost of such opening up or testing (together with the cost of making good in consequence thereof) shall be added to the Contract Sum unless provided for in the Contract Bills or unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract.
- (4) The Architect may issue instructions in regard to the removal from the site of any work; materials or goods are not in accordance with this Contract.
- (5) The Architect may (but not unreasonably or vexatiously) issue instructions requiring the dismissal from the works of any person employed thereon.

*Royalties
and patent
rights*

7

All royalties or other sums payable in respect of the supply and use in carrying out the works as described by or referred to in the Contract Bills of any patented articles, processes or inventions shall be deemed to have been included in the Contract Sum, and the Contractor shall indemnify the Employer or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, processes and inventions. Provided that they were in compliance with Architects instruction the Contractor shall supply and use in carrying out the works and patented articles processes or inventions, the Contractor shall not be liable in respect of any infringement or alleged of any patent rights in relation to any such articles, processes and inventions and all royalties, damages or other monies which the Contractor may not be liable to pay to the persons entitled to such patent rights shall be

added to the Contract Sum.

- | | | |
|--|----|--|
| <i>Foreman in charge</i> | 8 | The Contractor shall constantly keep upon the works competent English speaking foreman in charge and any instructions given to him by the Architect shall be deemed to have been issued to the Contractor. |
| <i>Access for Architect to works</i> | 9 | The Architect and his representatives shall at all reasonable times have access to the works and to the workshops or other places of the Contractor where work is being prepared for the Contract when work is to be so prepared in workshops or any other place of sub-Contractor (whether or not a nominated sub-contractor as defined in clause 27 of these Conditions) the Contractor shall by a term in the sub-contract so far as possible secure a similar right of access to those workshops or places for the Architect and his representatives and shall do all things reasonably necessary to make such right effective. |
| <i>Clerk of works</i> | 10 | The Employer shall be entitled to appoint a clerk of works whose duty shall be to act solely as inspector on behalf of the Employer under the directions of the Architect and the Contractor shall afford any reasonable facility for the performance of that duty. If any directions are given to the Contractor or his foreman upon the works by the clerk of works the same shall be of no effect unless given in regard to a matter in respect of which the Architect is expressly empowered by these Conditions to issue instructions and unless confirmed in writing by the Architect within two working days of their being given. If any such directions are so given and confirmed then as from the date of confirmation they shall be deemed to be Architects instructions. |
| <i>Variations provisional, and prime cost sums</i> | 11 | <p>(1) The Architect may issue instructions requiring a variation and he may sanction in writing any variation made by the Contractor otherwise than pursuant to an instruction of the Architect. No variation required by the Architect or subsequently sanctioned by him shall vitiate this contract.</p> <p>(2) The term 'variation' as used in these Conditions means the alteration or modification of the design, quality or quantity of the Works as shown upon the Contract Drawings and described by or referred to in the contract Bills and includes the addition, omission or substitution of any work, the alteration of the kind or standard of any of the materials or goods to be used in the Works, and the removal from the site of any work, materials or goods executed or brought thereon by the Contractor for the purposes of the Works other than work, materials or goods which are not in accordance with this Contract.</p> <p>(3) The Architect shall issue instructions in regard to the expenditure of prime cost and provisional sums included in the Contract Bills and of the prime cost sums which arise as a result of instructions issued in the expenditure of provisional sums.</p> <p>(4) All Variations required by the Architect or subsequently sanctioned by him in writing and all work executed by the Contractor for which provisional sums are included in the Contract Bills (other than work for which a tender made under clause 27(g) of these Conditions has been accepted) shall be measured and valued by the quantity Surveyor who still give to the Contractor an opportunity of being present at the time of such measurement and of taking such notes and measurements as the Contractor may require. The valuation of variations and work executed by the Contractor for which a provisional sum is included in the Contract Bills (other than work for which a tender has been accepted as aforesaid) unless otherwise agreed shall be made in accordance with the following rules:-</p> <p>(a) The prices in the Contract Bills shall determine the valuation of work of similar character executed under similar conditions as work priced</p> |

therein;

- (b) The said prices, where work is not of a similar character or executed under similar conditions as aforesaid, shall be the basis of prices for the same so far as may be reasonable, failing which a fair valuation thereof shall be made:-

- (c) (i) Where work cannot be measured and valued, the contractor shall be allowed day work rates in accordance with those stated in the Bills of Quantities.

- (ii) The percentage allowance for such work as on costs shall not exceed an addition of 20% in the case of materials, and plant and 100% for labour unless otherwise controlled or amended by Government legislation.

Provided that in any case vouchers specifying the time daily spent (and if required by the Architect the workmen's names) and the materials employed shall be delivered for verification to the Architect or his authorized representative not later than the end of the week following that in which the work has been executed.

- (d) The prices in the Contract Bills shall determine the valuation of terms omitted provided that if omissions substantially vary the condition under which any remaining items of work are carried out the prices for such remaining items shall be valued under rule (b) of this sub-clause.

- (5) Effect shall be given to the measurement and valuation of variations under sub-clause (4) of this condition in Interim Certificate and by adjustment of the Contract Sum; and effect shall be given to the measurement and valuation of work for which a provisional sum is included in the Contract Bills under the sub-clause in Interim Certificate and by adjustment of the Contract Sum in accordance with clause 30 (5) of these conditions.

- (6) If upon written application being made to him by the Contractor the Architect is of the opinion that a variation or the execution by the Contractor of work for which a provisional sum is included in the Contract Bills (other than work for which a tender made under clause 27 (g) of these Conditions has been accepted) has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by payment in respect of a valuation made in accordance with the rules contained in sub-clause (4) of this condition and if the said application is made within a reasonable time of the loss or expense having been incurred, then the Architect shall either himself ascertain or shall instruct the Quantity Surveyor to ascertain the amount of such loss or expense. Any amount from time to time so ascertained shall be added to the Contract Sum and if an Interim Certificate is issued after the date of ascertainment any such amount shall be added to the amount which would otherwise be stated as due in such Certificates.

Contract Bills

- (1) The quality and quantity of the work included in the Contract Sum shall be deemed to be that which is set out in the Contract Bills which Bills shall be deemed to have been prepared generally in accordance with the principles of the Standard Systems of Measuring Builders work Fifth Edition 1977 (amended 1978, 1981 and 1984) issued by the Association of South African Quantity Surveyors but save as aforesaid nothing contained in the Contract Bills shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these Conditions.

- (2) Any error in description or in quantity or in omission of terms from the Contract Bills shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Architect.

Contract Sum 13 The Contract Sum shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these Conditions and subject to clause 12 (2) of these conditions any error whether of arithmetic or not in the computation of the Contract Sum shall be deemed to have been accepted by the parties hereto.

Materials and goods unfixed or off-site 14 (1) Unfixed materials and goods delivered to, placed on or adjusted to the works and intended there for shall not be removed except for use upon the works unless the architect has consented in writing to such removal which consent shall not be unreasonably withheld. Where value of any such materials or goods has in accordance with clause 30 (2) of these conditions been included in any interim certificate under which the contractor has received payment, such materials and goods shall become property of the employer, but subject to clause 20 (b) or clause 20(c) of these conditions (if applicable), the contractor shall remain responsible for loss or damage of the same.

- (2) Where the value of any materials or goods has in accordance with clause 30 (2A) of these Conditions been included in any Interim Certificate under the contractor has received payment such materials and goods shall become the property of the Employer and thereafter the Contractor shall not accept for use upon the Works remove or cause or permit the same to be moved or removed from the premises where they are but the Contractor shall nevertheless be responsible for any loss thereof or damage thereto and for the cost of storage handling and insurance of the same until such time as they are delivered to and placed on or adjacent to the Works whereupon the provisions of sub-clause (1) of this clause (except the words where the value to the words the Employer but) shall apply thereto.

Practical completion and defects liability 15 (1) When in the opinion of the Architect the Works are practically completed he shall forthwith issue a Certificate to the effect and Practical Completion of the Works shall be deemed for all the purposes of this Contract to have taken place on the day named in such Certificate.

- (2) Any defects shrinkage's or other faults which shall appear within the Effects Liability Period stated in the appendix to these conditions and which are due to materials or workmanship not in accordance with Contract or to frost occurring before Practical Completion of the Works shall be specified by the Architect in a schedule of Defects which he shall deliver to the Contractor not later than 14 days after the expiration of the said Defects which he shall deliver to the Contractor not later than 14 days after the expiration of the said Defects Liability Period and within a reasonable time after receipt of such Schedule the defects shrinkage's and other faults therein specified shall be made good by the Contractor and (unless the Architect shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly) entirely at his own cost.

- (3) Notwithstanding sub-clause (2) of this condition the Architect may whenever he considers it necessary so to do, issue instructions requiring any defect, shrinkage or other fault which shall appear within the Defects Liability Period named in the Appendix to these Conditions and which is due to materials or workmanship not in accordance with these Contract or to frost occurring before Practical Completion of the works to be made good and the Contractor shall within a reasonable time after receipt of such instructions comply with the same and (unless the Architect shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly) entirely at his own cost. Provided that no such instructions shall be issued after delivered of a Schedule of

Defects or after 14 days from the expiration of the said Defects Liability Period.

- (4) When in the opinion of the Architect any defects, shrinkage or other faults which he may have required to be made good under sub-clauses (2) and (3) of this Condition shall have been made good he shall issue a certificate to that effect, and completion of making good defects shall be deemed for all the purposes of this Contract to have taken place on the day named in such certificate.
- (5) In no case shall the Contractor be required to make good at his own cost any damage by frost which may appear after Practical Completion of the works, unless the architect shall certify that such damage is due to injury which took place before Practical Completion of the works.
- (6) If at any time or times before Practical completion of the Works the employer with the consent of the Contractor shall take possession of any or parts of the same (any such part being hereinafter in this clause referred to as 'the relevant part'), then notwithstanding anything expressed or implied elsewhere in this Contract:-
 - (a) Within seven days from the date of which the employer shall have taken possession of the relevant part the Architect shall issue a certificate stating his estimate of approximate total value of the said part.
 - (b) For the purpose of sub-paragraph (ii) of paragraph (f) of this condition and of sub-clauses (2), (3) and (5) of clause 15 of these conditions, Practical Completion of the relevant part shall be deemed to have occurred and the Defects Liability Period in respect of the relevant part shall be deemed to have commenced on the date on which the Employer shall have taken possession thereof.
 - (c) When in the opinion of the Architects any defects, shrinkage's or other faults in the relevant part which he may have required to be made under good sub-clause (2) or sub-clause (3) of clause 15 of these conditions shall have been made good he shall issue a certificate to that effect.
 - (d) The Contractor shall reduce the value insured under clause 20 (A) of these conditions (if applicable) by the full value of the relevant part, and the said relevant part shall as from the date on which the employer shall have taken possession thereof be at the sole risk of the employer as regards any of the contingencies referred to in the said clause.
 - (e) In lieu of any sum to be paid or allowed by the contractor under clause 22 of these conditions in respect of any period during which the Works may remain incomplete occurring after the date on which the employer shall have taken possession of the relevant part there shall be paid or allowed such sum as bears the same ratio to the sum which would be paid or allowed apart from the provision of this condition as does the contract sum less the total value of the said relevant part to the contract sum.
 - (f) (i) Within fourteen days of the date on which the employer shall have taken possession of the relevant part there shall be paid to the contractor from the sums then retained under clause 30 (3) of these conditions (if any) one moiety of such

amount as the same ratio to the unreduced amount named in the appendix to these conditions as limit of retention fund as does the total value of the said relevant part of the contract sum, and the amount named in the appendix to these conditions as limit of retention fund shall be reduced by the amount of such.

- (ii) On the expiration of the Defects Liability Period named in the appendix to these conditions in respect of the relevant part or on the issue of the certificate of completion of making good defects in respect of the relevant part on the issue of the certificate of completion of making good defects in respect of the relevant part, whichever is the later, there shall be paid to the contractor from the sums then retained under clauses 30 (3) of these conditions (if any) the other moiety of the amount named in the appendix to these conditions as limit of retention fund shall be reduced by the amount of such moiety.

*Assignment or
sub-letting.*

17

The contractor shall not without written consent of the employer assign this contract, and shall not without the written consent of the Architect (which consent shall not be unreasonably withheld to the prejudice of the Contractor) sub-let any portion of the works. Provided that it shall be a condition in any sub-letting, which may occur that, the employment of the sub-contractor under the sub-contract shall determine immediately upon the determination (for any reason) of the contractor's employment under this contract.

*Injury to
persons and
property and*

18

(1) The contractor shall be liable for, and shall indemnify the employer against, any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, unless due to any act or neglect of the employer or of any person for whom the employer is responsible.

(2) Except for such loss or damage as is at the risk of the employer under clause 20(B) or clause 20(C) of these conditions (if applicable) the contractor shall be liable for, and shall indemnify the employer against, any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the Works, and provided that the same is due to any negligence, omission or default of the contractor, his servants or agents or of any sub-contractor, his servants or agents.

*Insurance
against injury
to persons
and property*

19

(1) Without prejudice to his liability to indemnify the Employer under clause 18 of these conditions, the contractor shall maintain and shall cause any sub-contractor to maintain:

(a) Such insurance's as are necessary to cover the liability of the contractor or, as the case may be, of such sub-contractor in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the Works; and

(b) Such insurance's as may be specifically required by the contract bills in respect of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the Works and caused by negligence, omission or default of the contractor, his servants or agents or, as the case may be, of such sub-contractor, his servants or agents.

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As and when he is reasonably required to do so by the Architect, the contractor shall produce and shall cause any sub-contractor to produce for inspection by the Employer documentary evidence that the insurance's required by this sub-clause are properly maintained, but on any occasion by the Employer may (but not unreasonably or vexatiously) require to have produced for his inspection the policy or policies and receipts in question.

- (2) (a) the contractor shall maintain in the joint names of the Employer and the Contractor's insurances for such amounts of indemnity as may be specified by way of provisional sum items in the contract Bills in respect of any expense, liability, loss, claim or proceedings which the Employer may incur or sustain by reason of damage to any property other than the Works caused by collapse, subsidence, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of by reason of carrying out the Works excepting damage.
 - (i) caused by the negligence omission or default of the contractor, his servants or agents of any sub-contractor, his servants or agents;
 - (ii) attributed to errors or omissions in designing of the Works;
 - (iii) which can reasonably be foreseen to be inevitable regard to the nature of the Works to be executed or the manner of its execution;
 - (iv) arising from a nuclear risk or a war risk;
- (c) Any such insurance as referred to in the immediately preceding paragraph shall be placed with insurers to be approved by the Architect, and shall deposit with him the policy or policies and the receipts in respect of premiums paid.
- (3) Should the contractor or any sub-contractor make default in insuring or in continuing to insure as provided in sub-clause (1) and (2) of this condition the employer may himself insure against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums from any monies due or to become due to the contractor.

Insurance of 20
the works
against fire,
etc.

- (A) The Contractor shall in the joint names of the employer and contractor insure against loss and damage by fire, lightning, explosion, storm, tempest, flood bursting or overflowing of water tanks, apparatus, or pipes, earthquake, Aircraft and other aerial devices or articles dropped there from, riot and civil commotion for full value thereof (plus the percentage (if any) named in the appendix to these conditions to cover professional fees) all work executed and all unfixed materials and goods, delivered to, and placed on or adjacent to the works and intended there for but excluding temporary building, plant, tools and equipment owned or hired by the contractor or any sub-contractor, and shall keep such work, materials and goods so insured until Practical Completion of the works. Such insurance shall be with insurers approved by the Architect and the contractor shall deposit with him the policy or policies and the receipts in respect of premiums paid, and should the contractor make default in insuring or continuing to insure as aforesaid the Employer may himself insure against any risk in respect of which the default shall have occurred due or to the contractor. Provided always that if the contractor shall independently of his obligations under this contract maintain a policy of insurance which covers (*inter alia*) the said work, materials and goods against the aforesaid contingencies to the value thereof (plus the aforesaid percentage, (if any), then the maintenance by the contractor of such policy shall, if the Employer's interest is endorsed thereon, be a discharge of the contractor's obligation to insure in the joint names of the

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Employer and contractor; if and so long as the contractor is able to produce evidence that the said policy is properly endorsed and maintained then the contractor shall be discharged from his obligation to deposit a policy or policies and receipts with the Employer but on any occasion the employer may (but not unreasonably or vexatiously) require to have produced for his inspection the policy and receipt in question.

- (3) Upon settlement of any claim under the insurance's aforesaid the contractor with due diligence shall restore work damaged, replace or repair any unfixed materials or goods which have been destroyed or injured, removed and dispose of any debris and proceed with the carrying out and completion of the works. All monies received from such insurance's (less only the aforesaid percentage, (if any) shall be paid to the contractor by installments under certificates of the Architect issued at the period of interim certificates named in the appendix to these conditions. The contractor shall not be entitled to any payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods, and the removal and disposal of debris other than the monies received under the said insurance's.
- (B) All work executed and all unfixed materials and goods, delivered to, placed on or adjacent to the Works and intended there for (except temporary buildings, plant, tools and equipment owned or hired by the contractor or any sub-contractor) shall be at the sole risk of the employer as regards or loss or damage by fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped there from, riot and civil commotion. The Employer shall maintain a proper policy of insurance against that risk, and such policy and the receipt for the last premium paid for its renewal shall upon request be produced for inspection by the contractor. If the employer shall at any time fail upon request to produce any receipt showing such a policy as aforesaid to be effective then the contractor may in the name and on behalf of the employer insure all work executed and all unfixed materials and goods aforesaid against loss or damage occasioned by the said contingencies and shall upon production of the receipt for any premium paid by him be entitled to have its amount added to the contract sum. If any loss or damage affecting the Works or any part thereof or any such unfixed materials or goods is occasioned by any one or more of the said contingencies, then
- (a) The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under or by virtue of contract.
- (b) The contractor shall with due diligence shall restore work or damaged, replace or repair any unfixed materials or goods which have been destroyed or injured, remove and dispose of any debris and proceed to with the carrying out and completion of Works. The restoration of work damaged, the replacement and repair of unfixed materials and goods and the removal and the removal and disposal of debris shall be deemed to be a variation required by the Architect.
- (C) The existing structures together with the contents thereof owned by him or for which he is responsible and the works and all unfixed materials and goods, delivered to, placed on, or adjacent to the works and intended there for (except temporary buildings, plant, tools and equipment owned and hired by the contractor or any sub-contractor) shall be at the sole risk of the employer as regards loss or damage by fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped there from, riot and civil commotion and the Employer shall maintain adequate insurance against those risks. **If the Employer shall at any time fail upon request to produce any receipt showing such policy

as aforesaid to be effective, then the contractor may in the name on behalf of the Employer insure the existing structures together with the aforesaid contents, the Works and all unfixed materials and goods as aforesaid against loss or damage occasioned by the said contingencies, and for that purpose shall have such right of entry and inspection as may be required to make a survey and inventory of the existing structures and the aforesaid contents shall upon production of the receipt for any premium paid by him be entitled to have its amount added to the contract sum. If any loss or damage affecting the Works or any part thereof or any one or more of the said contingencies, then

- (a) The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under or by virtue of this Contract.
- (b)
 - (i) If it is just and equitable to the employment of the contractor under this contract may within 8 days of the occurrence of such loss or damage be determined at the option of either party by notice by registered post or recorded delivery from either party or the other. Within 7 days of receiving such a notice (but not thereafter) either party may give to the other a written request to concur in the appointment of an arbitrator under clause 35 of these conditions in order that it may be determined whether such determination will be just and equitable.
 - (ii) Upon the giving or receiving by the Employer of such a notice or determination or where a reference to arbitration is made as aforesaid, upon the arbitrator upholding the notice of determination, the provisions of sub-clause (2) (except sub-paragraph (iv) of paragraph (b) of clause 26 of these conditions shall apply.
- (c) If no notice of determination is served as aforesaid, or, where a reference to arbitration is made as aforesaid, if the arbitrator decides against the notice of determination, then,
 - (i) the contractor with due diligence shall reinstate or make good such loss or damage and proceed with the carrying out and completion of the Works;
 - (ii) the Architect may issue instructions requiring the contractor to remove and dispose of any debris; and
 - (iii) The reinstatement and making good of such loss or damage and disposal of debris shall be deemed to be a variation required by the Architect.

*Possession
completion
and
postponement*

- 21 (1) On the date for possession stated in appendix to these conditions possession Of the site shall be given to the contractor who shall thereupon begin the Works and regularly and diligently proceed with the same, and who shall complete the same on or before the date of completion stated in the said appendix subject nevertheless to the provisions or extension of time contained in clause 23 and 33 (1) of these conditions.
- (2) The Architect may issue instructions in regard to the postponement of any work to be executed under the provision of this contract.

*Damages for
non-
completion*

- 22 If the Contractor fails to complete the Works by the Date for Completion stated in the appendix to these Conditions or within any extended time fixed under clause 23 or 33 (1) (c) of these Conditions and the Architect certifies in writing that in his opinion the same ought reasonably so to have been completed, then the Contractor shall pay or allow to the Employer a sum calculated at the rate stated in the same appendix as Liquidated and Ascertained Damages for the period during which the Works shall so remain or have

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remained incomplete, and the Employer may deduct such sum from any monies due or to become due to the Contractor.

Extension of 23

Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall forthwith give written notice of the cause of the delay to the Architect, and if in the opinion of the Architect the completion of the Architect is likely to be or has been delayed beyond the Date for Completion stated in appendix to these Conditions or beyond any extended time previously fixed under either this clause or clause 33 (1) (c) of these Conditions.

- (a) by *force majeure*, or
- (b) by reason of any exceptionally inclement weather, or
- (c) by reason of loss or damage occasioned by any one or more of the contingencies referred to in clause 20 (A), (B), (C) of these Conditions, or
- (d) by reason of civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (e) by reason of Architect's instructions issued under clauses 1(2), 11(1) or 21(2) of these Conditions, or
- (f) by reason of the Contractor not having received in due time necessary instructions, drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the Date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under these clause or clauses 33(1) (c) of these conditions was neither unreasonably distant from nor unreasonably close to the date which on it was necessary for him to receive the same, or
- (g) by delay on the part of nominated sub-contractors or nominated suppliers which the Contractor has taken all practicable steps to avoid or reduce, or
- (h) by delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming of this Contract, or
- (i) by reason of the opening up for inspection of any work covered up or of the testing of any of the work, materials or goods in accordance with clause 6(3) of these conditions (including making good in consequence of such opening up or testing), unless the inspection or test showed that the work, materials or goods were not in accordance with the Contract, or
- (j) by the Contractors inability for reasons beyond his control and which he could not reasonably have foreseen at the date of this Contract to secure such labour, goods or materials as are essential to the proper carrying out of the Works.

Then the Architect shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable extension of time for completion of the Works. Provided always that the Contractor shall use constantly his best endeavours to prevent delaying shall do all that may reasonably be required to the satisfaction of the Architect to proceed with the Works.

Loss and
expense
caused
by disturbance 24

- (1) If upon written application being made to him by the Contractor the Architect is of the opinion that the contractor has been involved in direct loss and/or by or which he would not be reimbursed by a payment made under any other provision of this Contract by reason of the regular progress of the Works or

*of regular
progress of
the Works*

any part thereof having been materially affected by:

- (a) The Contractor not having received in due time necessary instructions, drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the Completion stated in appendix to these Conditions or to any extension of time then fixed under Clause 23 or clause 33(1) (c) of these Conditions was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same; or
- (b) The opening up for inspection of any work covered up or the testing of any of the work, materials or goods in accordance with clause 6(3) of these Conditions (including making good in consequence of such opening up or testing), unless the inspection or test showed that the work, materials or goods were not in accordance with this Contract; or
- (c) Any discrepancy or divergence between the Contract Drawings and/or the Contract Bills; or
- (d) Delay on the part of artists, tradesman or others engaged by the Employer in executing work not forming part of this contract; or
- (e) Architect's instructions issued in regard to the postponement of any work to be executed under the provisions of this Contract; and if the written application is made within a reasonable time of it becoming apparent that the progress of the Works or of any part thereof has been affected as aforesaid, then the Architect shall either himself ascertain or shall instruct the Quantity Surveyor to ascertain the amount of such loss and/or expense. Any amount from time to time so ascertained shall be added to the Contract sum, and if an interim Certificate is issued after the date of ascertainment any such amount will be added to the amount which would otherwise be stated as due in such Certificate.

(2) The provision of this Condition are without prejudice to any other rights and remedies which the Contractor may possess.

*Determination
by Employer* 25

- (1) If the contractor shall make default in any one or more of the following respects, that is to say:-
 - (a) If he without reasonable cause wholly suspends the carrying out of Works before completion thereof, or
 - (b) If he fails to proceed regularly and diligently with the Works, or
 - (c) If he refuses or persistently neglects to comply with a written notice from the Architect requiring him to remove defective work or improper materials or goods and by such refusal or neglect the Works are materially affected, or
 - (d) If he fails to comply with the provisions of clause 17 of these Conditions, then the Architect may give to him a notice by registered post or recorded delivery specifying the default, and if the Contractor either shall continue such default for fourteen days after receipt of such notice or shall at any time thereafter repeat such default (whether previously repeated or not), then the employer without prejudice to any other rights or remedies, may within ten days after such continuance or repetition by notice by registered post or recorded

such notice not be given unreasonably or vexatiously.

- (2) In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or having a winding up order made or (except for purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed, or possession taken, by or on behalf of the holders of any debentures secured by a floating charge, or any property comprised in or subject to the floating charge, the employment of the Contractor under this contract shall be forthwith automatically determined but the said employment may be reinstated and continued if the Employer and the Contractor his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.
- (3) In the event of the employment of the Contractor being determined as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of the Employer and Contractor:-
 - (a) The Employer may employ and pay other persons to carry out and complete the Works and he or they may enter upon the Works and use all temporary buildings, plant, tools, equipment, goods and materials intended for, delivered to and placed on or adjacent to the Works: and may purchase all materials and goods necessary for the carrying out and completion of the Works.
 - (b) The Contractor shall (except where the determination occurs by reason of the bankruptcy of the Contractor or of the Contractor or of him having a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed), if so required by the Employer or Architect within fourteen days of the date of determination assign to the Employer without payment the benefit of any agreement for the supply of materials or goods and/or for the execution of any work for the purposes of this contract but on the terms that a supplier or sub-contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Employer. In any case the Employer may pay any supplier or sub-contractor for any materials or goods delivered or works executed for the purposes of this contract (whether before or after the date of determination) in so far as the price thereof has not already been paid by the Contractor. The Employer's rights under this paragraph are in addition to his rights to pay nominated sub-contractors as provided in clause 27(c) of these Conditions and payments made under this paragraph may be deducted from any sum due or to become due to the Contractor.
 - (c) The Contractor shall as and when required in writing by the Architect so to do (but not before) remove from the Works any temporary buildings, plant, tools, equipment, goods and materials belonging to or hired by him. If within reasonable time after any such requirement has been made the Contractor has not complied therewith then the Employer may (but without being responsible for any loss or damage) remove and sell any such property of the Contractor holding the proceeds less all costs incurred to the credit Contractor.
 - (d) The Contractor shall allow or pay to the Employer in the manner hereinafter appearing the amount of any direct loss and/or damage caused to the Employer by the determination. Until after completion of the works under paragraph (a) of this clause the Employer shall not be bound by any provision of this Contract to make any further payment to the Contractor, but upon such completion and verification

within a reasonable time of the accounts there for the Architect shall certify the amount of expenses properly incurred by the Employer and the amount of any direct loss and/or damage by the determination and, if such amounts when added to the Contractor before the date of determination exceed the total amount which would be payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor, and if the said amounts when added to the said monies be less than the said total amount, the difference shall be a debt payable by the employer to the Contractor.

Determination
by Contractor 26

- (1) Without prejudice to any other rights and remedies which the contractor may possess, if
- (a) The Employer does not pay to the Contractor the amount due on any certificate within the Period of Honouring Certificates named in the appendix to these Conditions and continues such default for seven days after receipt by registered post or recorded delivery of a notice from the Contractor stating that notice of determination under this Condition will be served if payment is not made within seven days from receipt thereof; or
 - (b) The Employer interferes with or obstructs the issue of any certificate due under this Contract; or
 - (c) The carrying out of the whole or substantially the whole of the uncompleted Works (other than the execution of work required under clause 15 of these Conditions) is suspended for a continuous period of the length named in the appendix to these Conditions by reason of:
 - (i) *force majeure*, or
 - (ii) loss or damage occasioned by any one or more of the contingencies referred to in clause 20(A) or clause 20(B) of these Conditions (if applicable), or
 - (iii) civil commotion, or
 - (iv) Architect's instructions issued under clauses 1(2), 11(1) or 21(2) of these Conditions, or
 - (v) The Contractor not having received in due time necessary instructions, drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the date for completion stated in the appendix to these conditions or to any extension of time then fixed under clause 23 or clause 33(1) (c) of these Conditions was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
 - (iv) The opening up for inspection of any work covered up or of the testing of any work, materials or goods in accordance with clause 6(3) of these Conditions (including making good in consequence of such opening up or testing), unless the inspection or test showed that the work, materials or goods were not in accordance with this Contract.
 - (d) The Employer becomes bankrupt or makes a composition or

arrangement with his creditors or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or receiver or manager of his business or undertaking is duly appointed, or possession is taken by or on behalf of the holders of any debentures secured by a floating charge, of any property compromised in or subject to the floating charge, then the Contractor may thereupon by notice by registered post or recorded delivery to the employment of the contract; provided that such notice shall not be given unreasonably or vexatiously.

(2) Upon such determination, then without prejudice to the accrued rights or remedies of either party or to any liability of the classes mentioned in clause 18 of these Conditions which may accrue either before the Contractor or any sub-contractors shall have removed his temporary buildings, plant, tools, equipment, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the Contractor and the Employer shall be as follows, that is to say:-

- (a) The Contractor shall with all reasonable dispatch and in such manner and with such precautions as will prevent injury, death or damage of the classes in respect of which before date of determination he was liable to indemnify the employer under clause 18 of these Conditions remove from the site all his temporary buildings, plant, tools, equipment, goods and materials and shall give facilities for his sub-contractors to do the same, but subject to the provisions of sub-paragraph (iv) of paragraph (b) of this sub-clause.
- (b) After taking into account amounts previously paid under this contract the contractor shall be paid by the Employer:-
 - (i) The total value of work completed at the date of determination.
 - (ii) The total value of work begun and executed but not completed at the date of determination, the value being ascertained in accordance with clause 11(4) of these conditions as if such work were a variation required by the Architect.
 - (iii) Any sum ascertained in respect of direct loss and/or expense under clause 11(6), 24 and 34(2) of these conditions (whether ascertained before or after the date of determination).
 - (iv) The cost of materials or goods properly ordered for the Works for which the Contractor shall have paid or for which the Contractor is legally bound to pay, and on such payment by the Employer any materials or goods so paid for shall become the property of the Employer.
 - (v) The reasonable cost of removal under paragraph (a) of this sub-clause.
 - (vi) Any direct loss and/or damage caused to the Contractor by the determination.

Provided that in addition to all other remedies the Contractor upon such determination may take possession of and have a lien upon all unfixed goods and materials, which may take possession of and shall

have lien upon all unfixed goods and materials which may have become the property of the employer under clause 14 of these Conditions until payment of all monies due to the Contractor from the Employer.

Nominated
sub-
contractors

27

The following provisions of this condition shall apply where prime cost sums are included in the Contract Bills or arise as a result of Architect's instructions given in regard to the expenditure of provisional sums in respect of persons to be nominated by the Architect to supply and fix all materials or goods or to reduce work.

- (a) Such sums shall be deemed to include 2-1/2 per cent cash discount and shall be expended in favour of such persons as the Architect shall instruct and all specialists or others nominated by the Architect are hereby declared to be sub-contractors employed by the Contractor and are referred to in these Conditions as "Nominated sub Contractors". Provided that the Architect shall not nominate any person as a sub contractor against whom the Contractor shall make reasonable objection, or (save where the Architect and the Contractor shall otherwise agree) who will not enter into a sub-contract which provided (*inter-alia*):-
- (i) That the nominated sub contractor shall carry out and complete the sub-contract works in every respect to the reasonable satisfaction of the Contractor and of the Architect and in conformity with all the reasonable directions and requirements of the Contractor.
 - (ii) That the nominated sub-contractor shall observe, perform and comply with all the provisions of this Contract on the part of the Contractor to be observed, performed and complied with (other than clause 20 (A) of these Conditions if applicable) so far as they relate and apply to the sub-contract works or to any portion of the same.
 - (iii) That the nominated sub-contractor shall indemnify the Contractor against the same liabilities in respect of the sub-contract works as those for which the Contractor is liable to indemnify the Employer under this Contract.
 - (iv) That the nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of such sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant and shall insure himself against any such claims and produce the policy or policies and receipts in respect of premiums paid as and when required by either the Architect or the Contractor.
 - (v) That the sub-contract works shall be completed within the period or (where they are to be completed in sections) periods therein specified that the Contractor shall not without the written consent of the Architect grant any extension of time for the completion of the sub-contract works or any section thereof and that the Contractor shall inform the Architect of any presentation made by the nominated sub-contractor as to the cause of any delay in progress or completion of the sub-contract works or of any section thereof.
 - (vi) That if the nominated sub-contractor shall fail to complete the sub-contract works or (where the sub-contract works are to be completed in sections) any section thereof within the period therein specified or within any extended time granted by the Contractor with the written consent of the Architect and the Architect certifies in writing to the Contractor that the same ought reasonably so to have been completed

the nominated sub-contractor shall pay or allow to the Contractor either a sum calculated at the rate therein agreed as liquidated and ascertained damages for the period during which the said works or any section thereof, as the case may be shall so remain or remained incomplete or (where no such rate is therein agreed) a sum equivalent to any loss or damage suffered or incurred by the Contractor and caused by the failure of the nominated sub-contractor as aforesaid.

- (vii) The payment in respect of any work, materials or goods comprised in the sub-contract shall be made within 14 days after receipt by the Contractor of the Architect's certificate under clause 30 of these Conditions which states as due an amount calculated by including the total value of such work, materials or goods and shall when due be subject to the retention by the Contractor of the sums mentioned in sub-paragraph (iii) of paragraph (a) of this Condition and to a discount for cash of 2-1/2 per cent if made within the said period of 14 days.
 - (viii) That the Contractor shall retain from the sum directed by the Architect as having been included in the calculation of the amount stated as due in any certificate issued under clause 30 of these Conditions in respect of total value of work, materials or goods executed or supplied by the nominated sub-contractor the percentage of such value named in the appendix to these Conditions as Percentage of Certified Value Retained up to a total amount not exceeding a sum which bears the same ratio to the sub-contract price as the unreduced sum which bears the same ratio to the sub-contract price as the unreduced sum named in appendix to these Conditions as Limit if Retention Fund bears to the contract-sum and that the Creditor's interest in any sums so retained (by whomsoever held) shall be fiduciary as trustee for the nominated sub-contractor's (but without obligation to invest) and that the nominated sub-contractor's (But without obligation to invest) and that the nominated sub-contractor beneficial interest in such sums shall be subject only to the right of the Contractor to have recourse thereto from time to time for payment of any amount which he is entitled under the sub-contract to deduct from any sum due or to become due to the nominated sub-contractor they shall be paid in full less only discount for cash of 2-1/2 per cent if paid within 14 days of the date fixed for their release in the sub contract.
 - (ix) That the Architect and his representatives shall have a right access to the workshops and other places of the nominated sub-contractor as mentioned in clause 9 of these Conditions.
 - (x) that the employment of the nominated sub-contractor under the sub contract shall determine immediately upon the determination (for any reason) of the Contractor's employment under this Contract.
- (b) the Architect shall direct the Contractor as to the total value of work, materials or goods executed or supplied by a nominated sub-contractor included in the calculation of the amount stated as due in any certificate issued under clause 30 of these Conditions and shall forthwith inform the nominated sub-contractor in writing of the amount of the said total value. The sum representing such total value shall be paid by the Contractor to the nominated Contractor within 14 days of receiving from the Architect the certificate less only (i) any retention money which the Contractor may be entitled to deduct under the terms of the sub-contract, (ii) any sum to which the Contractor may be entitled in respect of the delay in the completion of the sub contract works or any section thereof,

and (iii) a discount for cash of 2-1/2 per cent.

- (c) Before issuing any certificate under clause 30 of these Conditions the Architect may request the Contractor to furnish to hi reasonable proof that all amounts included in the calculation of the amount stated as due in previous certificates in respect of the total value of work, materials or goods executed or supplied by any nominated sub-contractor have been duly discharged and if the Contractor fails to comply with any such request the Architect shall issue a certificate to that effect and thereupon the employer may himself pay such amounts to any nominated sub-contractor concerned and deduct the same from any sums due or to become due to the Contractor.
- (d)
 - (i) The Contractor shall not grant to any nominated sub-contractor any extension of the period within which the sub-contract works or (where the sub-contract works are to be completed in sections) any section thereof is to be completed without written consent of the Architect provided always that the Contractor shall inform the Architect of any representations made by the nominated sub-contractor as to the cause of any delay in the progress of completion or completion of the sub-contract works or of any section thereof and that the consent of the Architect shall not be unreasonably withheld.
 - (ii) if any nominated sub-contractor fails to complete the sub-contract works or (where the sub-contract works are to be completed in sections) any section thereof within the period specified in the sub-contract or within any extended time granted by the Contractor with the written consent of the Architect then if the same ought reasonably so to have been completed the Architect shall certify in writing accordingly immediately upon issue the Architect shall send a duplicate of any such certificate to the nominated sub-contractor.
- (e) If the Architect desires to secure final payment to any nominated sub-contractor before final payment is due to the Contractor and if such sub-contractor has satisfactorily indemnified the Contractor against any latent defects then the Architect may in an Interim Certificate include an amount to cover the said final payment and thereupon the Contractor shall pay to such nominated sub-contractor the amount so certified less only a discount for cash 2-1/2 per cent. Upon such final payment the amount named in the appendix to the Conditions as Limit of Retention Fund shall be reduced by the sum which bears the same ratio to the said amount as does such sub-contractor's sub-contract price to the Contract Sum and save for the latent defects the Contractor shall be discharged from all liability for the work, materials or goods executed or supplied by the sub-contractor under the sub-contract to which the payment relates.
- (f) Neither the existence nor the exercise of the foregoing powers nor anything else contained in these Conditions shall render the employer in any way liable to any nominated sub contract.
- (g)
 - (i) Where the Contractor in the ordinary course of his business directly carries out works for which prime cost sums are included in the Contract Bills and where items of such works are set out in the appendix to these Conditions and the Architect is prepared to receive tenders from the contractor for such items #
then the Contractor shall be permitted to tender for the same or any of them but without prejudice to the Employer's right to reject the lowest or any tender. If the Contractor's tender is accepted he shall not sub-let the work without consent of the Architect: provided that where a prime cost sum arises under Architect's instructions issued

under clause 11 (3) of these Conditions it shall be deemed for the purposes of this paragraph to have been included in the Contract Bills and the items of work to which relates shall likewise be deemed to have been set out in the appendix to these Conditions.

- (ii) It shall be a condition of any tender accepted under this paragraph that clause 11 of these Conditions shall apply in respect of the items of work included in the tender as if for the reference therein to the Contract Drawings and the Contract Bills there were references to the equivalent documents included in or referred to in the tender.

*Nominated
Suppliers*

28

The following provisions of this Condition shall apply where prime cost sums are included in the Contract Bills or arise as a result of the Architect's instructions given in regard to the expenditure of provisional sums in respect of any materials or goods to be fixed by the Contractor.

- (a) Such sums shall be deemed to include 5 per cent cash discount and the term prime cost when included or arising as aforesaid shall be understood to mean the net cost to be defrayed as prime cost after deducting any trade or other discount (except the said discount of 5 per cent) and shall include the cost of packing, carriage and delivery. Provided that where in the opinion of the Architect the Contractor has incurred expense for special packing or special carriage, such special expense shall be allowed as part of the sums actually paid by the Contractor.
- (b) Such sums shall be expended in favour of such persons as the Architect shall instruct and all specialists, merchants, tradesmen or others who are nominated by the Architect to supply materials or goods are hereby declared to be suppliers to the Contractor and are referred to in these Conditions as Nominated Suppliers provided that the Architect shall not (save where the Architect and Contractor shall otherwise agree) nominate as a supplier a person who will not enter into a contract of sale which provides (*inter alia*):
 - (i) That the materials or goods to be supplied shall be to the reasonable satisfaction of the Architect.
 - (ii) That the nominated supplier shall make good by replacement or otherwise any defects in the materials or goods supplied which appear within such period as is therein mentioned and shall bear any expenses reasonably incurred by the Contractor as a direct consequence of such defects provided that:-
 - (1) Where the materials or goods have been used or fixed such defects are not such that examination by the Contractor ought to have revealed them before using or fixing;
 - (2) Such defects are due solely to defective workmanship or materials in the goods supplied and shall not have been caused by improper storage by the Contractor or by misuse or by any act or neglect of either the Contractor, the Architect or the employer or by any person or persons for whom they may be responsible.
 - (iii) That delivery of the materials or goods supplied shall be commenced and completed at such times as the Contractor may reasonably direct.
 - (iv) That the nominated supplier shall allow the contractor a discount for cash of 5 per cent if the Contractor makes payment in full within 30 days of the end of the month during which delivery is made.
 - (v) That the nominated supplier shall not be obliged to make any delivery

of materials or goods (except any which may have been paid for in full less only the discount for cash) after the determination (for any reason) of the Contractor's employment under this contract.

- (c) All payments by the Contractor for materials or goods supplied by a nominated supplier shall be in full and shall be paid within 30 days of the end of the month during which delivery is made less only discount for cash of 5 per cent if so paid.

*Artists and
Tradesmen*

29

The Contractor shall permit the execution of work not forming part of this Contract by artists, tradesmen and others engaged by the Employer. Every such person shall for the purposes of clause 18 of these conditions be deemed to be a person for whom the Employer is responsible and not to be a sub-contractor.

Certificates

30

(1) All the period of Interim Certificates named in the appendix to these Conditions the Architect shall issue a certificate stating the amount due to the Contractor from the employer, and the Contractor shall on presenting any such certificate to the employer be entitled to payment therefor within the Period for Honouring Certificates named in the appendix to these Conditions. Interim valuations shall be made whenever the Architect considers them to be necessary for the purpose of ascertaining the amount to be stated as due in an Interim Certificate.

(2) The amount stated as due in an interim Certificate shall subject to any agreement between the parties as to stage payments be the total value of work properly executed and of the materials and goods delivered to or adjacent to the works for use thereon up to and including a date not more than seven days before the date of the said certificate less any amount which may be retained by the Employer (as provided in sub clause (3) of this Condition) and less any installments previously paid under this Condition. Provided that such certificate shall only include the value of the said materials and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the works and then only if adequately protected against weather or other casualties.

(2A) The amount stated as due in an Interim Certificate may in the discretion of the Architect include the value of any materials or goods before delivery thereof to or adjacent to the works.

- (a) Such materials or goods are intended for inclusion in the works;
- (b) Nothing remains to be done to such materials or goods to complete the same up to the point of their incorporation in the works;
- (c) Such materials or goods have been and set apart at the premises where they have been manufactured or assembled or are stored and have been clearly and visibly marked, individually or sets, either by letters or figures or by the reference to a predetermined code, so as to identify;
- (i) Where they are stored on premises of the Contractor, the employer and in any other case, the person whose order they are held and
- (ii) Their destinations as being the works;
- (d) Where such materials or goods were ordered from the supplier by the Contractor or a sub contractor the contract for their supply is in writing and expressly provided that the property therein shall pass

unconditionally to the contractor or the sub contractor (as the case may be) not later than the happening of the events set out in paragraphs (b) and (c) of this sub clause.

- (e) Where such materials or goods were ordered from a supplier by the sub-contractor the relevant sub-contract is in writing and expressly provides that on the property such materials or goods passing to the sub contractor 2 the same shall immediately thereupon pass to the Contractor.
 - (f) Where such materials or goods were manufactured or assembled by the sub-contractor, the sub-contract is in writing and expressly provided that the property in such materials or goods shall pass unconditionally to the Contractor not later than the happening of the events set out in paragraphs (b) and (c) of this sub clause;
 - (g) The materials or goods are in accordance with this Contract
 - (h) The Contractor furnishes to the Architect reasonable proof that the property in such materials or goods is in him and that the appropriate conditions set out in paragraphs (a) to (g) of this sub clause have been complied with.
- (3) The Employer may retain the percentage of the total value of work, materials and goods referred to in sub clauses (2) and (2A) of this condition, which his named in the appendix to these Conditions as Percentage of Certified Value retained. Provided always that when the sum of amounts so retained equals the amount named in the said appendix as Limit of Retention Fund or that amount as reduced in pursuance of clause 16 (f) and or clause 27 (e) of these Conditions as the case may be no further amounts shall be retained by virtue of this sub clause.
- (4A)* (A)The amounts retained by virtue of sub clause (3) of this Condition shall be retained by the Employer whose interest therein shall be fiduciary as trustee for the Contractor (but without obligation to invert) and the Contractor's beneficial interest therein shall be subject only to the right of the Employer to have recourse thereto from time to time for payment of any amount which he is entitled under the provisions of this Contract to deduct from any sum due or to become due to the Contractor.
- (a) On the issue of the certificate of Practical Completion the architect shall issue a certificate of moiety of the total amounts then so retained and the Contractor shall on presenting any such certificate to the employer be entitled to payment of the said moiety within the Period for Honouring Certificates named in the appendix to these Conditions.
 - (b) On the expiration of the Defects Liability Period named in the appendix to these Conditions or on the issue of the Certificate of Completion of Making Good Defects whichever is the later the Architect shall issue a Certificate for the residue of the amounts then so retained and the Contractor shall on presenting any such certificate to the employer be entitled to payment of the said residue within the Period for Honouring Certificates name in the appendix to these Conditions.
 - (c) Provided that if the contractor shall offer and the Employer shall accept a sufficient Surety or Guarantee by way of Deed of Bond or Policy of Insurance to cover the amounts retained by virtue of sub clause (3) of this Condition to the extent outstanding at any time the

payment of the amount retained shall be adjusted in terms of such Surety or Guarantee.

- (4B) (A) The amount retained by virtue of sub clause (3) of this Condition shall substitute a Retention Fund and they shall forthwith as they are retained be paid by the Employer into the Bank or building Society named in the appendix of these Conditions where they shall be placed on deposit at interest in an account in the joint names of the Employer or Contractor and the principal and interest shall be held upon trust for the Employer as security for the due completion of the works.
- (a) On the issue of the Certificate of Practical completion the Architect shall issue a certificate for moiety of the Retention Fund including interest accrued to date and the Contractor shall on presenting any such certificate with the Employer be entitled to payment of the sum so certified (subject only to Employer's right to deduct under the provisions of such Contract from any sum due or to become due to the Contractor) within the period for Honouring Certificates named in the appendix of these Conditions.
- (b) On the expiration of the Defects Liability Period named in the appendix to these Conditions or on the issue of the Certificate of Completion of Making Good Defects whichever is the later, the Architect shall issue a certificate for the remainder of the Retention Fund including further interest accrued and the Contractor shall on presenting any such certificate to the employer be entitled to payment of the sum so certified (subject only to the Employer's right to deduct under the provisions of this Contract) within the Period of Honouring Certificates named in the appendix to these Conditions.
- (a) Provided that if the Employer shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary except liquidation for the purposes of reconstruction) or shall repudiate this Contract or the contractor shall duly determine his employment there under in terms of clause 26 the said Retention Fund (including interest accrued) shall be held upon trust for and the same shall be forthwith paid to the contractor by the Employer or other person legally entitled to deal with the same.
- (5) (a) The measurement and valuation of the works shall be completed within the Period of Final Measurement and Valuation stated in the appendix to these Conditions and the Contractor shall be supplied with a copy of the priced Bills of Variation not later than the end of the said Period and before the issue of the Final Certificate under sub-clause (6) of this Condition.
- (b) Either before or within a reasonable time after Practical Completion of the works the Contractor shall send to the Architect all documents necessary for the purposes of the computations required by these Conditions including all documents relating to the accounts of nominated sub contractors and nominated suppliers.
- (c) In the settlement of accounts the amounts paid or payable under the appropriate contracts the Contractor to nominated suppliers (including the discounts for cash mentioned in clause 27 and 28 of these Conditions) the amounts paid or payable by virtue of clause 4 (2) of these Conditions in respect of fees or charges for which a provisional sum is included in the contract Bills the amounts paid or payable in respect of any insurance's maintained in compliance with clause 19

(2) of these Conditions the tender sum (or such other sum as is appropriate in accordance with the terms of the tender) for any work for which a tender made under clause 27(g) of these Conditions is accepted and the value of the work executed by the Contractor for which a provisional sum is included in the Contract Bills or arising under Architect's instructions issued under clause 14 (3) of these conditions as the case may be and the balance after allowing in all cases pro rata for the Contract Sum. Provided that no deduction shall be made in respect of damages paid or allowed to the Contractor by any sub contractor or supplier.

(6) So soon as is practicable but before the expiration of 3 months from the end of the Defects Liability Period stated in the appendix to these Conditions or from completion of making good defects under clause 15 of these Conditions or from receipt by the Architect of the documents referred to in paragraph (b) of sub clause (5) of this Condition whichever is the latest the Architect shall issue the final certificate. The Final Certificate shall state:-

- (a) The sum of the amount already stated as due to the contractor under Interim Certificates and the amount named in the said appendix as Limit of Retention Fund and
- (b) The Contract Sum adjusted as necessary in accordance with the terms of these Conditions and the difference (if any) between the two sums shall be expressed in the same certificate as a balance due to the Contractor from the employer or to the Employer from the Contractor as the case may be. Subject to any deductions authorized by these Conditions the said balance as from the 14th day after presentation of the Final Certificate by the Contractor to the Employer to the Contractor or as the case may be as from the 14th day after issue of the Final Certificate shall be debt payable by the Contractor to the Employer.

(7) Unless written request to concur in the appointment of an arbitrator shall have been given under clause 35 of these Conditions by either party before the Final Certificate has been issued or by the contractor within 14 days after such issue the said certificate shall be conclusive evidence in any proceedings arising out of this Contract (whether by arbitration under clause 35 of these Conditions or otherwise) that the works have been properly carried out and completed in accordance with the terms of this Contract and that any necessary effect has been given to all the terms of this Contract which require an adjustment to be made to the Contract Sum except and in so far as any sum mentioned in the said certificate is erroneous by reason of:-

- (a) Fraud, dishonesty or fraudulent concealment relating to the works or any part thereof or to any matter dealt with in the said certificate or
- (b) Any defect (including any omission) in the works or any part thereof which reasonable inspection or examination at any reasonable time during the carrying out of the works or before the issue of the said certificate would not have disclosed or
- (c) Any accidental inclusion or exclusion of any work, materials, goods or figure in any computation on any arithmetical error in computation.

(8) Save as aforesaid no certificate of the Architect shall of itself be conclusive evidence that any works, materials or goods to which it relates are in accordance with this Contract.

Fluctuations

31 A The Contract Sum shall be deemed to have been calculated in the manner set out below and shall be subject to adjustment in the event specified hereunder:-

- (a) (i) The prices (including the cost of Employer's liability insurance and of

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third party insurance) contained in the Contract Bills are based upon the rates of wages and allowances including allowances in respect of holidays which will be payable by the contractor to or in respect of workmen engaged upon or in connection with the Works in terms of Statutory Regulations promulgated and applicable at the date of tender.

- (ii) The prices contained in the Contract Bills are based upon the rates of employer's contributions currently payable under the Workmen's Compensation Act No 43 of 1977 as amended by Workmen's Compensation (Amended) Act No 35 of 1980 and subsequent Statutory Instruments issued.
 - (iii) If any of the said rates of wages or the said allowances or the said contributions are increased or decreased by reason of any alteration in the said Statutory Regulations which may be promulgated after the date of tender then the net amount of the increase or decrease together with the net amount of any consequential increase or decrease in the cost of Employer's liability insurance and of the third party insurance shall as the case may be paid to or allowed by the Contractor.
- (b)
- (i) The prices contained in the Contract Bills are based upon the market prices of the materials and goods entered and specified in the list attached to the Contract Bills and which were current at the date of tender. Such prices are hereinafter referred to as "basic prices" and the prices stated by the Contractor on the said list shall be deemed to be the basic prices delivered to the site of works on the specified materials or goods.
 - (ii) If after the date of tender the market price of any of the materials or goods specified as aforesaid increases or decrease then the net amount of the difference between the basic price thereof and the market price payable by the Contractor and current when the materials or goods are bought shall as the case may be, be paid to or allowed by the Contractor.
 - (iii) The reference in two preceding paragraphs to "market price" shall be construed as including any duty or tax by whomsoever payable which payable under or by virtue of any Act of Parliament on the import, purchase, sale appropriation, processing or use of the materials or goods specified as aforesaid.
- 31B
- (1) If the Contractor shall decide subject to clause 17 of these Conditions to sub let any portion of the works he shall incorporate in the sub contract provision to the like effect as the provisions of clause 31A which are applicable for the purposes of this Contract.
 - (2) If the price payable under such a sub contract is increased or decreased by reason of the operation of the said incorporated provisions then the net amount of such increase or decrease shall as the case may be paid to or allowed by the Contractor.
- 31C
- (1) The Contractor shall give written notice to the Architect of the occurrence of any of the events for which provision is made in clauses 31A-(a)(iii), 31A-(b)(ii) and 31B (2) above.
 - (3) Any notice required to be given by the preceding sub clause shall be given within a reasonable time after the occurrence of that to which notice relates and the giving of a written notice in that time shall be a condition precedent to any

payment being made to the Contractor in respect of the event in question.

- (4) The Quantity Surveyor and the Contractor may agree what shall be deemed for all the purposes of this contract to be the net amount payable to or allowed by the Contractor in respect of the occurrence of any event such as is referred to in sub clause (1) of this Condition.
- (5) Any amount which from time to time becomes payable to or allowed by the Contractor by virtue of clause 31A or clause 31B of these Conditions shall as the case may be, be added to or subtracted from:-
 - (a) The Contract Sum; and
 - (b) Any amounts payable to the contractor and which are calculated in accordance with either sub paragraph (i) or sub paragraph (ii) of paragraph (b) of sub clause 2 of clause 26 of these Conditions and
 - (c) The amount which would otherwise be stated as due in the next Interim Certificate, provided
 - (i) No addition or subtraction from the amount which would otherwise be stated as due in an Interim Certificate shall be made virtue of this sub clause unless on or before the date as at which the total value of work, materials and goods is ascertained for the purposes of that certificate the Contractor shall have actually paid or received the sum which is payable by or to hi in consequence of the event in respect of which the payment or allowances arises.
 - (ii) No addition to or subtraction from the Contract Sum made by virtue of this sub clause shall alter in any way the amount of profit the contractor included in that sum.
- (6) Clause 31A and clause 31B shall not apply in respect of:-
 - (a) Work for which the Contractor is allowed day work rates under clause 11 (4) (c) (i) of these Conditions.
 - (b) Work executed by the contractor for which a tender made under clause 27(g) of these Conditions have been accepted.
- (7) The expression "the date of tender" as used in clause 31A and clause 31B of these Conditions means the date 10 days before the date fixed for the receipt of tenders by Employer.

Outbreaks of 32

- (1) If during the currency of this Contract there shall be an outbreak of hostilities (whether war is declared or not) in which the Republic of Botswana shall be involved on a scale involving the general mobilization of the armed forces of the state, then either the Employer or the Contractor may at any time by notice by registered post or recorded delivery to the other, forthwith determine the employment of the Contractor under this Contract:

Provided that such a notice shall not be given:-

- (a) Before the expiration of 28 days from the date on which the order is given for general mobilization as aforesaid or
- (b) After Practical Completion of the works unless the works or any part thereof shall have sustained war damage.

(2) The Architect may within 14 days after a notice under this Condition shall have been given or received by the Employer issue instructions to the Contractor requiring the execution of such protective work as shall be specified therein and/or the contribution of the works up to points of stoppage to be specified therein and the Contractor shall comply with such instructions as if the notice of determination had to be given in. Provided that if the contractor shall for reason beyond his control be prevented from completing the work to which the said instructions relate within 3 months from the date on which the instructions were issued he may abandon such work.

(3) Upon the expiration of 14 days from the date on which a notice of determination shall have been given or received by the Employer under this Condition or where works are required by the architect under the preceding sub clause upon completion or abandonment as the case may be or any such works the provisions of sub clause (2) (except sub paragraph (vi) of paragraph (b)) of clause 26 of this Conditions shall apply and the Contractor shall be paid by the Employer the value of any work executed pursuant to instructions given under sub clause (2) of this clause the value being ascertained in accordance with clause 11(4) of these Conditions as if such work were a variation required by the Architect.

War damage

33

(1) In the event of the works or any part thereof or any unfixed materials or goods intended for, delivered to and placed on adjacent to the works sustaining war damage then notwithstanding anything expressed or implied elsewhere in this Contract:-

(a) The occurrence of such war damage shall be disregarded in computing any amounts payable to the Contractor under or by virtue of this Contract.

(b) The Architect may issue instructions requiring the contractor to remove and/or dispose of any debris and/or damaged work and/or to execute such protective work as shall be specified.

(c) The Contractor shall reinstate or make good such war damage and shall proceed with the carrying out and completion of the works and the Architect shall grant to the Contractor a fair and reasonable extension of time for completion of the works.

(d) The removal and disposal of debris damaged work the execution of protective works and the reinstatement and making good such war damage shall be deemed to be a variation required by the Architect.

(2) If at any time after the occurrence of war damage as aforesaid either party serves notice of determination under clause 32 of these Conditions the expression "protective work" as used in the said clause shall in such case be deemed to include any matters in respect of which the Architect can issue instructions under paragraph (b) of sub clause (1) of this Condition and any instructions issued under the said paragraph prior to the date on which notice of determination is given or received by the Employer and which shall not have been completely complied with shall be deemed to have been given under clause 32(2) of these Conditions.

(3) The Employer shall be entitled to any compensation which may at any time become payable out of monies provided by the government of the Republic in respect of war damage sustained by the Works or any part thereof any unfixed materials or goods intended for the works which shall at any time have become the property of the Employer.

Antiquities

34

- (1) All fossils, antiquities and other objects of interest or value which may be found on the site or in excavating the same during the progress of the work shall become the property of the Employer. The Contractor shall carefully take out and preserve all such objects and shall immediately or as soon as conveniently may be after the discovery of such articles deliver the same into the possession of the Architect or of the clerk of works uncleaned and excavated.
- (2) If in the opinion of the Architect compliance with the provisions of the preceding sub clause has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by a payment made under another provision in this Contract then the Architect shall either himself ascertain or shall instruct the Quantity Surveyor to ascertain the amount of such loss and/or expense. Any amount from time to time so ascertained shall be added to the Contract Sum and if an Interim Certificate is issued after the date of ascertained any such amount shall be added to the amount which would otherwise be stated as due in such Certificate.

Arbitration

35

- (1) Provided always that in case any dispute or difference shall arise between the Employer and the Architect on his behalf and the Contractor, either during the progress or after the completion or abandonment of the works as to the construction of this Contract or as to any matter or thing of whatsoever nature arising there under or in connection therewith (including any matter or thing left by this Contract the discretion of the Architect or the withholding by the Architect of any certificate to which the Contractor may claim to be entitled or the measurement and valuation mentioned in clause 30(5)(a) of these Conditions or the rights and liabilities of the parties under clause 25, 26, 32 or 33 of these Conditions) then the such dispute or difference shall be and is hereby referred to arbitration in accordance with the Arbitration Act 1959 (Act Cap 06:01) Laws of Botswana as later amended.
- (2) Such reference except on article 3 or article 4 of the Articles of Agreement or on the questions whether or not the issue of an instruction is empowered by these conditions whether or not a certificate has been improperly withheld or is not in accordance with these Conditions or on any dispute or difference under clauses 32 and 33 of these Conditions shall not be opened until after Practical Completion or alleged Practical Completion of the works or termination or alleged termination of the Contractor's employment under this Contract or abandonment of the works unless with the written consent of the Employer or the Architect on his behalf and the Contractor.
- (3) Subject to the provisions of clause 2(2), 30(7) and 31C(3) of these Conditions the Arbitrator shall without prejudice to the generality of his power to direct such measurements and/or valuations as may in his opinion be desirable in order to determine the rights of the parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice and been given.
- (4) The award of such Arbitrator shall be final and binding on the parties.
- (1) The Contractor should allow for the provision of a cash deposit of 10% of the Contract Sum or Banker's Guarantee (to be approved by the Employer) for a total of 10% of the Contract Sum.
- (2) Provision of surety will be required within 14 days from the acceptance of the tender and will terminate on the date of Practical Completion of the Works as certified by the Architect

Provision of Surety

36

- (1) The Contractor should allow for the provision of a cash deposit of 10% of the Contract Sum or Banker's Guarantee (to be approved by the Employer) for a total of 10% of the Contract Sum.
- (2) Provision of surety will be required within 14 days from the acceptance of the tender and will terminate on the date of Practical Completion of the Works as certified by the Architect

Appendix

Defect Liability Period (if none other Stated is 6 months from the day named in the Certificate of Practical Completion of the Works).

Percentage cover Professional Fees

Date for possession.

Date for Completion

Liquidated and Ascertained Damages

Period of delay:

(i) by reason of loss or damage caused by any one of the contingencies referred to in clause 20 (A) or clause 20 (B) (if Applicable) (if none stated is 3 months)

(ii) or any other reason (if none stated is One month).

Prime Cost sum for which the Contractor Desires to tender.

Period of Interim Certificate (if none sated is One month)

Period for honouring of Certificates (if none stated is 21 days from presentation)

Percentage of Certificate Value Retained

Limit of Retention Fund

Name of Bank or Building Society.

Period of Final Measurement and valuations (if none stated is 6 months from the day the Certificate of Practical Completion of the Works.

Provision of Sureties

(a) The Contractor should allow for the Provision of a cash deposit of 10% of the Contract sum or Bankers Guarantee (to be Approved by the Employer) for a total of 10% of Contract Sum

(b) Provision of the surety will be required within 14 days from the acceptance of the tender and will terminate on the date of Practical Completion of the Works as Certified by the Architect

Clause

15, 16, and 30.....

20(A)

21

21

22 at the rate of P.....

per

26

27 (g)

30 (1)

30(1)

30(3)

30(3) P.....

30 (4B)

(36)

(36)

Just

BIDP COUNCIL MEETING ON 22nd FEBRUARY, 2007

CORRESPONDENCE RECEIVED

Date	Description	From
23/01/07	New application	S P Mathe
02/02/07	Letter of notice	BWR
16/02/07	Invoice+statement	Young Architects
22/02/07	Invoice	Ellen

9617	2006-02-27	etm	Bank charge etm	601	15.00	121	00877	2006-02-27	0000-00-00
9782	2006-02-27	etm	ETM bal sal	000877	651	964.50	121	2006-02-27	0000-00-00
9763	2006-02-24		BoG vat	000875	688	1162.30	121	2006-02-27	0000-00-00
9618	2006-02-25	ts	TS sal error	so	650	948.20	121	2006-02-25	0000-00-00
9667	2006-02-25	etm	ETM sal	so	651	2601.85	121	2006-02-25	0000-00-00
9668	2006-02-25	etm	ETM commission	so	651	6.80	121	2006-02-25	0000-00-00
9681	2006-02-25	ts	Commission vat err	so	121	0.70	650	2006-02-25	0000-00-00
9669	2006-02-25	etm	Commission vat	so	682	0.70	121	2006-02-25	2006-02-25
9680	2006-02-25	ts	Commission bk error	so	121	6.80	650	2006-02-25	0000-00-00
9779	2006-02-22		Bank charge pc	601	15.00	121	00874	2006-02-24	0000-00-00
9777	2006-02-22		Petty cash	000874	123	800.00	121	2006-02-24	0000-00-00
9778	2006-02-22	dy	DY	000874	331	700.00	121	2006-02-24	0000-00-00
9653	2006-02-22		Palisade fence vat	000873	682	225.65	121	2006-02-24	2006-02-22
9616	2006-02-22		BoG refund	s314	121	3190.35	688	2006-02-22	0000-00-00
9755	2006-02-15		Ink vat	000871	682	38.35	121	2006-02-21	2006-02-15
9754	2006-02-15		Epson inks	000871	647	383.65	121	2006-02-21	2006-02-15
9609	2006-02-14		BTC vat	000870	682	40.10	121	2006-02-16	2006-02-14
9608	2006-02-14		BTC	000870	645	401.10	121	2006-02-16	2006-02-14
9652	2006-02-14		Palisade fence	000869	209	2256.35	121	2006-02-15	0000-00-00
9746	2006-02-14		Shelvit brackets	000868	209	372.00	121	2006-02-15	2006-02-14
9651	2006-02-14		Brackets vat	000868	682	37.20	121	2006-02-15	2006-02-14
9731	2006-02-13		Deposit book	601	15.50	121		2006-02-13	0000-00-00
9736	2006-02-13	8126.02	05/2 vat	s313	121	12.00	680	2006-02-13	0000-00-00
9638	2006-02-13	8126.02	05/2 fees	s313	121	106.05	506	2006-02-13	0000-00-00
9639	2006-02-13	8126.02	05/2 disburse	s313	121	13.75	615	2006-02-13	0000-00-00
9698	2006-01-30		M&K fee vat	000862	682	215.50	121	2006-02-10	2006-01-30
9697	2006-01-30		M&K fee	000862	617	2155.10	121	2006-02-10	2006-01-30
9696	2006-02-02	dm	DM sal	000866	650	1470.70	121	2006-02-04	0000-00-00
9679	2006-02-02	et	ET sal	000867	650	2128.00	121	2006-02-03	0000-00-00
9762	2006-02-02	ETM	ETM sal	000865	651	3601.85	121	2006-02-02	0000-00-00
9712	2006-01-30	ETM	ETM BMAS	000864	641	406.00	121	2006-02-02	0000-00-00
9707	2006-01-30	DY	DY BMAS	000864	641	868.00	121	2006-02-02	0000-00-00
9626	2006-01-30		BPC vat	000863	682	24.10	121	2006-02-01	2006-01-30
9625	2006-01-30		BPC	000863	633	241.30	121	2006-02-01	2006-01-30
9635	2006-01-30		Securicor vat	000861	682	49.20	121	2006-02-01	2006-01-30
9634	2006-01-30		Securicor de+ja	000861	611	492.00	121	2006-02-01	2006-01-30
9733	2006-01-31		MNG fee vat	682	6.00	121		2006-01-31	2006-02-01
9846	2006-01-31		Bank charge vat	682	6.50	121		2006-01-31	2006-02-01



BOTSWANA CONFEDERATION OF COMMERCE INDUSTRY AND MANPOWER

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BOCCIM House
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P.O. Box 432
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E-mail: bocctraining@info.bw

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Francistown
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Fax: 2414494
E-mail: boccimf@boccim.co.bw

URGENT FASCIMILE TO COMPANY DIRECTORS

**BOCCIM CONSTRUCTION SECTOR INVITES THE FOLLOWING
TO AN URGENT MEETING AT THE AIR BOTSWANA
CAFETERIA ON FRIDAY 02ND MARCH 2007**

AT 2PM

ALL DEVELOPMENT CONSULTANTS TO MAKE A FINAL REVIEW OF THE
CURRENT TENDERING SYSTEM USED BY CENTRAL GOVERNMENT

AT 4PM

ALL CITIZEN DEVELOPMENT CONSULTANTS ON THE PSFBEP TO DISCUSS
PROJECT DELIVERY CHALLENGES

YOU ARE ALL URGED TO ATTEND
ENQUERIES: 3181-581 (MARINA)
FAX: 3182-377

**PLEASE PASS ON THIS MESSAGE TO TWO
COLLEAGUES WHO MIGHT NOT HAVE
RECIEVED THE FAX**



BIDP NEWSLETTER

DECEMBER 2006

Council news

An Annual General Meeting was held in September and new council ^amembers ^{was} has been elected, which looks a lot like the previous Council. New faces are Dennis Mphahlele & a successful Champagne breakfast was held in October at the Kalahari Flying Club (except for Bill Foster grips about broken eggs: he might like to discuss these with Lenin). A guided tour of a climate responsive house at Ruretse was held on Friday, 1st December, 2006, and appeared to be of interest to a number of members & guests.

Membership of SAEE (Botswana)

We have received the following information from SAEE (Botswana):

Find attached SAEE (Botswana) Membership Application Form that you can fill either electronically and e-mailed back to masoso@mopipi.ub.bw or fill a printed copy and post to SAEE (Botswana), Private Bag 0061, Gaborone, Botswana.

Also find attached a list of course that SAEE (RSA) will run during 2007. Some of the course will be run jointly with SAEE (Botswana).

The Southern African Association for Energy Efficiency, Botswana Chapter (or SAEE (Botswana)), was formed on the 08-November-2006. It is amongst

the 68 Chapters across the world under the Association of Energy Engineers (AEE) in the United States of America. SAEE (Botswana) works closely with SAEE in South Africa.

The website of SAEE in South Africa has a lot of valuable information that will shed light into what SAEE is about. You can access it at

<http://www.sae.org.za>

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Mobile: (+267) 72113467

E-mail: masoso@mopipi.ub.bw

Export of Services

Training Courses for 2007

December 2006

The Energy Training Foundation (ETF) is presenting the Certified Measurement and Verification Professional (CMVP) Course and the Building Energy Management Training (BEMT) Course early next year.

Please find below information on these courses. To register or for more information, contact Christina den Heijer at cell: +27 (0) 82 334 0923 or work number: +27 (0) 18 294 7174, E-mail: cemanager1@intekom.co.za

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Certified Measurement and Verification Professional (CMVP) Course Building Energy Management Training (BEMT) Course

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Certified Measurement and Verification Professional (CMVP) Course

Emperors Palace, Gauteng

28 February 2007 - 2 March 2007

The Association of Energy Engineers (AEE), in cooperation with the Efficiency Valuation Organization (EVO) formerly known as the International Performance Measurement & Verification Protocol (IPMVP), has established the Certified Measurement and Verification Professional (CMVP) program with the dual purpose of recognizing the most

qualified professionals in this growing area of the energy industry, and raising the overall professional standards within the measurement and verification field. The Efficiency Valuation Organization EVO's mission is to develop and promote the use of standardized protocols, methods and tools to quantify and manage the performance risks and benefits associated with end-use energy efficiency, renewable energy, and water efficiency business transactions.

The 3-day Certified Measurement and Verification Professional course will be presented by the Association of Energy Engineers (AEE) in conjunction with the Energy Training Foundation (ETF) for three consecutive days during the week of 8-12 May 2006 (at Emperors Palace, Gauteng). The four-hour examination will take place on the afternoon of the last day.

The four-hour CMVP exam is given in conjunction with the Fundamentals of Measurement & Verification three day training program. The examination questions are based on concepts and experiences basic to measurement and verification. The exam is open book, and the questions are a mixture of multiple choice and true or false selections. After passing the exam you will have to submit the CMVP application. Persons attending the 3-day CMVP Course will also receive a certificate of attendance.

Building Energy Management Training (BEMT) Course

x check

28 February 2007 - 2 March 2007

The Energy Training Foundation (ETF) is presenting a Building Energy Management Training Course. This is a 3-day programme that was developed by the Department of Minerals and Energy (DME) with support from Danida.

This 3-day programme offers a very practical and hands-on treatment of the management aspects of energy management. In addition to developing an understanding of the issues, it is intended to begin the actual planning process of energy management of building clients.

Because the course outcomes essentially involve increased organisational capacity for energy management, it is especially beneficial if more than one person from a given organisation attend. The common understanding of the issues arising from the course will help to bridge any gaps that might exist within the organisation regarding the importance and practicality of energy management.

Target groups that will benefit from the training are:

- * Management;
- * Plant operations;
- * Maintenance;
- * Engineering; and
- * Finance.

Competition

Newsletter

November 2006

The Southern African Association for Energy Efficiency (SAEE)

Greetings!

It is a mistake to try to look too far ahead. The chain of destiny can only be grasped one link at a time.

DUE Conference

Domestic Use of Energy Conference 11 & 12

April 2007

Objectives

The 15th International conference on the "Domestic Use of Energy" (DUE) will once again be held in Cape Town. It is a forum for professionals and practitioners in all fields of domestic energy to discuss the latest developments in the effective use of energy in the domestic sector. The importance of the conference is widely recognised as the excess capacity of electricity in South Africa is rapidly being used up.

You are invited to present a paper or to participate at one of our workshops at The 15th Domestic Use of Energy International Conference to be held at the Cape Peninsula University of Technology, Cape Town. Conference themes include: Domestic Demand Side Management and Energy policies.

Workshops will also be held on Insulation and on Solar water heating.

Submission of abstracts and papers. You are invited to submit an abstract of 500 to 1000 words by 30 November 2006. The paper should be submitted in accordance with our guidelines no later than 17 February 2007.

For more information visit our website at: www.cput.ac.za/due07/

Dispute-resolutions, Mediation and Arbitration Procedures in the construction industry

James Okumbe, MSc Construction Management, MBIDP

The construction contract is the most critical element in the construction project because it defines the contractor's scope of work and compensation. It also establishes the responsibilities, liabilities, and warranties of both the contractor and the owner. As such, a contractor must carefully consider the contract language when bidding for a job. The construction contract establishes the rules for the entire project but does not always predict the way the project will be managed.

Several researches have been conducted on general overview of measures taken by contractors to prevent disputes during the bid stage. Procedures to find solutions for disputes are expensive in both time and cost.

These include:

- Proper and timely performance of the contractor's contractual pre-bid duties, whether implicit or implied; the factors to be considered are: site visits, material take offs, and the evaluation of key requirements for the work such as insurance and bonding;
- Careful reading of the proposed general terms and conditions of the contract and evaluation of works imposed by these terms and conditions; and
- Appropriate action to classify, modify or eliminate exposure to contract language that imposes intolerable risks on the contractor.

The research further reviews the general terms and conditions as follows:

- Contracts frequently include languages that attempt to shift the risk associated with a project from the owner to prime contractors and prime contractors to sub-contractors. Owners, generally, receive better value and experience fewer problems through fair contracting. Nonetheless, contractors must be aware that unfair contracts exist and remain vigilant in preparing their bids.
- Any proposed contract should be reviewed with respect to the future. The contractor should think through the project when the proposed contract is reviewed. Contracts that are fair and in common use do exist, including federal-government construction contracts and some of the negotiated standard forms sponsored by trade organisations.
- Other contracts can, however, be dangerous to the contractor if used in written form. Ordinarily, any analysis or revision must be done before the contract is executed or it cannot be done at all.



Contractors are, therefore, advised to read the contract word for word and carefully consider what it

requires because the contract is not only a chore reserved for lawyers. Estimators, engineers, and managers can read and understand contracts, and they must do so if they want to properly protect their company's interest. If the contract contains requirements that are onerous, unfair, or impossible, the profitability of the project is at risk.



Construction dispute-resolution can be implemented in various ways on construction projects. They are usually concerned with the financial implications of events, occurrences, coordination, or variations for which the one party seeks additional payment or other redress (such as extension of time to complete the works) from the other. They are also concerned with the basis of their interpretation of the facts and the contract conditions.



Lawyers present disputes as discrete, bounded, and pathological episodes, generated by the breach of rule. They are messes, which need to be cleared up through litigation. Disputes are therefore affairs of naming, blaming, and claiming.



Arbitration is the reference of a dispute or difference between not less than two persons for determination after hearing both sides in a judicial manner by another person or persons, other than a court of competent jurisdiction.



Due to costs, delays, and uncertainties experienced in both litigation and formal arbitration, mediation is mostly preferred as an alternative form of dispute-resolution. A mediator would try to find and build on common ground and to seek consensus, whereas the arbitrator is asked to make a judgement.



A survey conducted by senior management professionals from the Australian Federation of Construction contractors led to the establishment of a joint working policy with the aim of developing improved practices, better quality of work, with the overriding aim of achieving a reduction in claims and disputes. This resulted into a document called "no dispute", which addressed dispute-resolution and proposed the following guidelines:



- Encourage facilitation and expedite genuine negotiation;
- Avoid arbitration and litigation processes;
- Specify compulsory conferences of senior management of both parties before embarking on formal third-party processes;
- Concentrate on cost mitigation of the problem area, rather than procrastination about negotiating and revolving the dispute;

- Be cost conscious, contemplating end financial implications of resolution processes once genuine negotiation has failed; and
- Encourage use of alternative dispute-resolution processes.

Causes in construction disputes should be analysed and eliminated as soon as they occur. Most of these problems can be resolved by negotiation and agreement made between the parties. People in construction sites must be trained in the appropriate techniques in order to solve the problem as soon as they are noticed.



It is also important to remember that:



- The so-called adversarial attitudes are not just a construction problem. They are a feature of human behaviour and are far more prevalent in other sectors of modern society;
- The number of projects, which results in serious disputes, is only a very small percentage of the total;
- The people concerned solve the vast majority of construction problem.



What is needed is improvement in the contract documents in the project administration and in the attitudes of the people concerned.

Arbitration and mediation procedures



Construction projects require contractual interdependence between many parties, and, frequently, the complexity and nature of those relationships lead to conflict. Construction disputes are usually intricate, and when they are not resolved, they commonly escalate to legal action involving arbitration and litigation.



Mediation has become one of the most cost-effective and widely used dispute-resolution tactics used by those in construction industry today. The following guidelines can foster positive results and cost reduction in mediation processes;



- Select a mediator experienced in both construction litigation and mediation;
- Prepare the outline of the disputes issues so that the mediator and all team members can understand each party's positions;

tion to raise the nation's HIV/AIDS awareness levels and to enhance their resolve to fight the pandemic. He explained that in the past 10 years, since its inception, MYAA has evolved into a more intense advocacy campaign with the assistance of the African Youth Alliance, Policy and Advocacy Component.

"The last three campaigns were geared at creating a supportive environment towards youth reproductive health projects and programmes, increasing community involvement in these programmes and sensitising the political and community leadership on the legal and policy environment affecting youth reproductive health," Mmokele said. "The goal of the MYAA this year, according to Mmokele, would be more about reflections as they celebrate 10 years of the existence of the campaign. The strategic objectives are to foster alliances of effective AIDS campaigns, linking local efforts for the national impact, to advocate for the securing of resources necessary for the fight against HIV/AIDS and to broaden and strengthen the role of the corporate community in the youth response to the pandemic."

Mmokele asserted that crucial to the success of the campaign is increased public awareness and visible youth participation in the national response to HIV/AIDS. The school will launch the month on Friday with a speech by Miss Earth Kefiwe Kgosi whose project is to sensitise the youth against the HIV/AIDS.

The official 10th anniversary will be held in Gaborone at the UB stadium on March 23. The messages for the month are; commit to a zero transmission lifestyle, know your status, keep the promise, say no to pregnancy and HIV, use a condom and its ok to say no to sex.

To advertise in



call 3974784 or fax 3905508

hangwane

negle, could not hide it in an w with *Mmegi* last weekend. He the BNF leadership problems for -justice campaign. "We had diffi- convincing people that all was the BNF because we were meet- ple who really understood the problems and did not give us a "lamented Kekgathegile. He also d that their endeavours to sell ndate, Jayson Batishephi, were

however, promised that all was not the party would do its best to rally in Mthangwane. He encouraged em, in the area not to give up. BPP, they have themselves to or joining the race late. They were prepared and they should never ntested in the first place because I not have a suitable candidate to k the BPP a long time to identify le candidate after the man they ked on defected to the BCP. They tially targeted Nature Lefatshe, sappointed them by joining the en they least expected it. party losing candidate, Fanyana was identified at the 11th hour. him was another insurmountable he was also associated with the -campaign strategy and their ral- e poorly attended.

40mm

BPP
adver

73mm

- Prepare for the mediation as you would for a very important negotiation. Preparation should include reviewing key correspondence and legal issues as well as any expert reports;
- Arm your decision makers who will be present at the mediation with knowledge. When compromises are to be made and it is necessary to actually reach a settlement, it can thus be done with knowledge and understanding;
- Be prepared to make formal presentations outlining the positions and issues to both the mediator and the opposing party. It is prudent for any presentation to address all issues.
- Let the mediator guide the process and listen carefully to what he says. Conflicting parties must be willing to compromise in order to settle disputes.

Conducting of dispute-resolution procedures



A research conducted in Botswana construction industry revealed that 50% of contractors experienced dispute-resolution procedures during construction conflicts. Respondents' responses on the outcomes of dispute-resolutions are listed below:



- In some cases it was resolved that nominated sub-contractors should pay contra charges to the main contractors and L A Ds to the client;
- Conflicting parties were made to pay legal fees;
- In some cases, dispute-resolution failed and, therefore, cases had to go to arbitration;
- Some of the respondents stated that the dispute-resolution is still on course;
- In other instances, the main contractors were made to withdraw charges from the client;
- There was a substantial reduction in the valid claims submitted by the contractor against the client.



It was found out that, contractors are more knowledgeable in arbitration processes and are more aware than other stakeholders.

Arbitration results

In some events, nominated sub-contractors were forced by court orders to settle contra charges to the contractors and settle all arbitration charges;

- Some respondents indicated that the cases are still on going.
- Contractors were paid and the client was forced to settle arbitration charges as well;
- In some instances, contractors lost the case against the client and, therefore, were not paid for their claims, but were forced to meet arbitration expenses.



Based on the results, it can be deduced that stakeholders have put certain mechanisms in place to reduce the magnitude of conflicts. The involvement of the risk managers from consultants that are conducting dispute-resolution procedures before arbitration is a clear indication that the industry is committed to reduce conflicts at all costs.



Through observations and results it appears that the industry appoints experienced consultants in construction as risk managers to handle contract risks. Certain organizations were found to be more aware of dispute-resolution procedures than others. The variance in awareness could be due to different levels of exposure and the magnitude of conflicts.

Article by: James Okumbe

Call for papers

FOR INFORMATION CAA MEMBER INSTITUTES

To CAA Member Institutes, CAA Council and Alternates, Main Conference Speakers, P2P Organiser

Dear Colleagues,

Commonwealth Association of Architects 18th General Assembly and Conference, Dhaka, Bangladesh 17-21 March 2007 *has been cancelled*

We have agreed new dates for the conference being 17 - 21 March 2007. The programme will remain the same.

If you are able to come please let us know. If your ticket allows you to rebook for the new dates then please do so as this is normally cheaper than the cancellation charge.

The situation in Dhaka seems to be calmer now but there is a risk that civil action persists delaying the elections. IAB will review the situation at the end of January 2007.

Thank you for your patience. Please get in touch if you have any queries.

Tony Godwin

EXECUTIVE DIRECTOR

Commonwealth Association of Architects, PO Box 508, Edgware HA8 9XZ

Tel/Fax: +44 20 8951 0550

Email: admin@comarchitect.org Website: www.comarchitect.org

Contents...

CALL FOR PAPERS

EXHIBITION OPPORTUNITY

PRESENTED BY

CONTACT US

To submit an abstract for the SAEEC 2007,

contact: Christina den Heijer Tel: +27 (0)18 294 7174 Cell: +27 (0)82 334 0923 E-mail: cemanager1@intekom.co.za
(<mailto:cemanager1@intekom.co.za>)

Abstract deadline: 28 February 2007

EXHIBITION OPPORTUNITY

To book exhibition space, contact: Erika Kruger Tel: +27 (0)18 297 5908 Cell: +27 (0)82 428 7386 E-mail: saeec@saeec.org.za (<mailto:saeec2006@saeec.org.za>)

PRESENTED BY the Southern African Association for Energy Efficiency (SAEE) Chapter of the Association of Energy Engineers (AEE)

From the web site:

BIDP Publications

use latest with new prices

Current list of publications:

	Standard document	Electronic document to one site to produce reference prints only under a four-year licence:
Minor works form of contract	P17.50	P50.00
Without quantities form of contract	P75.00	P75.00
With quantities form of contract	P75.00	P75.00
Form of nominated subcontract	P45.00	P50.00
Electronic forms version 0.0.1 under a four year licence	P60.00	
Logo for site notice board	P25.00	
Certificate for payment pads	P70.00/pad	
Architect instruction pads	P70.00/pad	
Architect's appointment	P45.00	
Consultant's appointment	P17.50	
BIDP regulations for the promotion and conduct of architectural competitions	P17.50	P50.00
BIDP <u>Architectural competitions</u> advisory note	Free	
Site notice board layouts draft	Free	

The above are available from the BIDP shop c/o BWR Quantity Surveyors, Unit 3, plot 157, Gaborone International Commerce Park, Kgale View, Gaborone; Phone 318 1581, fax 318 2377.

Newsletter compiled by Ellen Tshoganetso and David Young

Newsletter © Botswana Institute of Development Professions 2006

BIDP Box 827, Gaborone; Phone 7181 6811; email bidp@mega.bw; Web site www.bidp.bw.

Opinions expressed in articles in this newsletter are those of the author; they may not reflect the opinion of BIDP.

To: M. - peng
Aan: 4/12/68
Date: Time: 10:40am
Datum: Tyd:

**While you
were out**



**Terwyl u
uit was**

Mr. Kenneth
Mnr. 395375
of: RICS
van: Telephone Number:
Telefoonnummer:

Telephoned Het geskakel	Called to see you Wou u spreek
Please phone back Skakel asb. terug	Desires appointment Verlang afspraak
Will phone back Sal terug skakel	Returned your call U oproep beantwoord
Cancelled appointment Afspraak gekanselleer	Left message Boodskap gelaat

Message/Boodskap:

We are interested
in a joint Magazine for
for B.I.D.P. Please advise
what is needed e.g. Membe
list with photos or what.

Operator/Operateur:

Ref

P.N.S.
Breed • Welke • Koning

Date.....

Dear Sir/Madam

RE: BIPD 2007/8 DIRECTORY

The Botswana Institute of Professional Developers (BIPD) ^{are} is currently working on producing ^{together with - - -} the 2007/2008 directory that will not only be of benefit to its members, but the entire construction industry in general.

We have appointed College Publishers, the publishers of *Construction Review*, as the official publishers of this unique, industry-focused directory and have thus authorised them to seek advertisement from our members and the construction industry at large to support this venture and afford you an opportunity to market your services/products to a targeted readership in the industry.

A representative of College Publishers will be contacting you shortly with more details.

Yours faithfully,

EX
DAVID YOUNG
SECRETARY

BIPD

CL 1 B25

-
-
-



The Treasurer
Architects Association of Botswana
P O Box 502464
Gaberone
Botswana

SUBS7001/mvn

CAA MEMBERSHIP SUBSCRIPTION 2007

Proforma Invoice

Subscription for 2007 calculated at the rate of £2.24 per corporate member of the Institute/association for the previous year.

Amount

No of members: @ £2.24
(Previously declared 32)

£

Total amount remitted

£

☐ Please tick this box if you require a receipt

Declaration

(To be signed by the President or Hon Secretary or Treasurer)

We declare that the membership figure given is that for the number of corporate members at the end of our 2006 financial year.

Signed Position Date

Payment terms

In accordance with Article VIII Clause 2 subscriptions are due for payment by 31 March 2007.

Please note that we prefer **payments to be made by bank transfer** and that you should notify us of the transfer by sending the transaction details by fax or e-mail to CAA Secretariat. A Bank draft or cheque drawn on a UK bank account sent by post is also acceptable and the latter avoids transfer charges.

All payments are to be made in Pounds Sterling for the full amount due without deduction of any charges.

Bank transfer to:
Commonwealth Association of Architects
Account No 11730124
Sort Code 16-01-02
Royal Bank of Scotland
171 Tottenham Court Road
London W1P 0DL



BIDP NEWSLETTER

September 2006

Council news

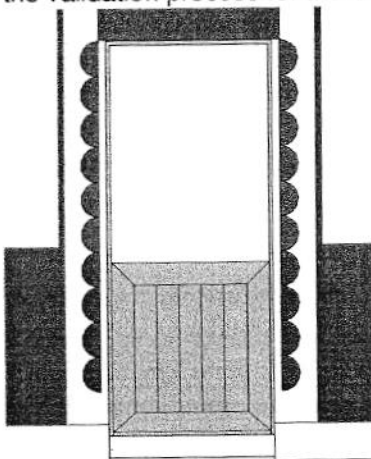
A Joint Social event with other organisations will be held on 14th September, 2006. The painting to be made at the last champagne breakfast for BIDP by 'Lorenzo Tabret' aka Lawrence Hutchings, will be donated by BIDP to Mr W Farley. The paint has now dried.

Council is setting up a Champagne breakfast to take place on 29th October, 2006 at the Kalahari Flying Club.

The ad-hoc contract review committee now has a web presence via our active site at <http://bidp.org>, where current proposals are on display. We continue with ongoing participation in the Department of Energy energy-efficient buildings project, and have offered such assistance as we can should there be a formal architectural competition as part of the project. Vincent Moapare MBIDP has reported a halt in the BOBS adoption of SA Building Regulations by BOBS pending any input from the abovementioned project. There is a related course being arranged: 'Energy efficiency and Energy Management in Building sector', which is scheduled from 26 to 28 September 2006.

A number of initiatives to connect BIDP to other related organisations are continuing.

We note that the CAA has finally resolved its position on our query of November 2005, and has confirmed that the Botswana affiliate will now be the AAB. BIDP will liaise to inform AAB of the state of the validation process for the UB school of architecture.



Door drawn by Kago Gaolebe from an illustration in 'Decorated Homes in Botswana' by Sandy & Elinah Grant.

Export of Services

The Botswana Institute for Development Policy Analysis (BIDPA) has appointed ODI (Overseas Development Institute) to carry out a study on trade in services. The study was commissioned by the Executive Committee of the Botswana Trade & Poverty Programme (BTPP), which is chaired by the Deputy Permanent Secretary of the Ministry of Trade and Industry (MTI), Mrs N. Masisi.

The purpose of the study is to assess Botswana's services sector with the aim to identify possible options, in particular in relation to regional and multilateral services trade negotiations, to support further exports of services from Botswana. This study will examine Botswana's services sector generally and selected service sectors in detail by identifying key constraints to further trade in services and diversification, distinguishing between supply side constraints, regulatory and external (e.g. regional) constraints. The project will identify possible roles that international negotiations in the area of trade in services can play to stimulate Botswana's trade in services and the role trade in services play in development.

John Hinchliffe Consultants, the local partner for the project, will be assisting ODI in facilitating meetings for the research phase of the study and arranged with BIDP for a consultant, Massimiliano Cali from ODI, to meet Edward Mazhani and T Rantshilo for discussion to obtain relevant feedback and inputs.

Housing and Energy news

Dear Colleague,

Just a quick note to let you know that the latest edition of BSHF's quarterly newsletter is available to download from our website <http://www.bshf.org>. This can be found in the 'About Us' section. I also attach a pdf version to this message for your convenience.

Best regards,

JENNIFER NEVILLE

Administrator, BSHF

Page 1 is attached; the rest of the document is available on request from the secretary, BIDP

Causes, effects of delays and poor contract administration on construction projects delivery

James Okumbe, MSc Construction Management, MBIDP

Research conducted on a guide to best practices points out that contract administration involves those activities performed by clients' officials after a contract has been awarded to determine how well the client and the contractor perform to meet the requirements of the contract. In any contract administration, the focus is based on obtaining supplies and services of requisite quality, on time, and within budget.

The principal problem is that contracting officials often allocate more time to awarding contracts than to administering existing contracts. This often leads to problems in contractor performance, cost overruns, and delays in receiving construction goods and services. Several other deficiencies have been noted such as unclear roles and responsibilities of the contracting officer's technical representatives, excessive backlogs in contract close out and incurred costs audits, improperly trained officials performing contract oversight, unclear statement of work that hinder contractor performance, and inadequate guidance on voucher processing and contract close out.

The primary objective of the contract administration project is to establish best practices that agencies can use to improve contract administration to ensure responsiveness to customers and best value to taxpayers. Inadequate project administration due to a lack of contract knowledge can produce budget overruns and schedule slippages that increase project costs.

Delays on construction projects are known to be universal phenomenon. They are almost always accompanied by cost and time overruns. Construction-project delays often result in adversarial relationships between construction stakeholders. Delays also lead to disputes, litigation, arbitration, cash-flow problems, and a general feeling of apprehension towards each other. It is, therefore, important for stakeholders to identify the perceptions of the different parties regarding causes of delays, the allocation of responsibilities, and the types of delays. This would assist in possible improvements that could be made to reduce the delays in the construction industry.

Delay is generally acknowledged as the most common, costly, complex, and risky problem encountered in construction projects. It is, therefore, the source of frequent disputes and claims leading to lawsuits.

- Claiming problems resulting in incomplete valuation documentation;
- Late approval of work by architects and engineers;
- Poor budgeting by the client;
- Lack of understanding of contractual obligations; and
- Lack of funding.

Stakeholders also stated the following consequences:

- Late project delivery;
- Delayed materials supply to site since suppliers have to receive payment before delivery;
- Labour stoppage as employees may go on strike if not paid on time;
- The contractor would experience cash-flow problems, which normally affect the contract programme;
- Contractors may apply for EOT due to payment delays;
- Risk of poor workmanship since the contractor might not have sufficient funds to employ highly-skilled personnel;
- Poor contract delivery; and
- Default in paying suppliers and employees.

They acknowledged that poor sub-contractors' nominations and administration has led to contract delays. Some delays have been caused by increased scope of works or changes in specifications. Other subjective causes are based poor co-ordination between consultants and contractors.

Article by: James Okumbe

From the web site:

BIDP Publications

Current list of publications:

	Standard document	Electronic document to one site to produce reference prints only under a four-year licence:
Minor works form of contract	P17.50	P50.00
Without quantities form of contract	P75.00	P75.00
With quantities form of contract	P75.00	P75.00
Form of nominated subcontract	P45.00	P50.00
Electronic forms version 0.0.1 under a four year licence	P60.00	
Logo for site notice board	P25.00	
Certificate for payment pads	P70.00/pad	
Architect instruction pads	P70.00/pad	
Architect's appointment	P45.00	
Consultant's appointment	P17.50	
BIDP regulations for the promotion and conduct of architectural competitions	P17.50	P50.00
BIDP <u>Architectural competitions</u> advisory note	Free	
Site notice board layouts draft	Free	

The above are available from the BIDP shop c/o BWR Quantity Surveyors, Unit 3, plot 157, Gaborone International Commerce Park, Kgale View, Gaborone; Phone 318 1581, fax 318 2377.

Newsletter compiled by Ellen Tshoganetso and David Young

Newsletter © Botswana Institute of Development Professions 2006

BIDP Box 827, Gaborone; Phone 7181 6811; email bidp@mega.bw; Web site www.bidp.bw.

Opinions expressed in articles in this newsletter are those of the author; they may not reflect the opinion of BIDP.

GOOD EVENING LADIES AND GENTLEMEN, FIRSTLY THANK-YOU
FOR YOUR ATTENDANCE TONIGHT.



A BRIEF RESUME OF THE YEAR'S EVENTS;
MEMBERSHIP; APPLICATIONS HAVE BEEN SUBMITTED ON A
REGULAR BASIS. WE HAVE RECEIVED 8 10 APPLICATIONS
DURING THE YEAR

OF WHICH 6 4 HAVE BEEN APPROVED.

AGAIN I WOULD EMPHASISE THAT THE STRENGTH OF THE
INSTITUTE IS IN THE MEMBERSHIP AND THE PARTICIPATION
OF THE MEMBERS IN EVENTS.

DURING THE COURSE OF THE YEAR WE ORGANISED 3 4
EVENTS ONE OF WHICH WAS REASONABLY WELL ATTENDED AND
HOPEFULLY TOMORROW'S VISIT TO THE BREWERY WILL BE A
SUCCESS

DURING THE COURSE OF THE YEAR ATTENDANCE AT FUNCTIONS HAS
IMPROVED AND HOPEFULLY WILL CONTINUE TO IMPROVE.

I WOULD EARNESTLY APPEAL TO THOSE OF YOU HERE TONIGHT
TO SPEAK TO OUR 'MISSING' MEMBERS TO MAKE THEM AWARE
OF THE SITUATION AND TO ENCOURAGE THEM TO PARTICIPATE
MORE ACTIVELY IN OUR INSTITUTE AND ITS AFFAIRS.

GENERALLY; THE WEB-SITE IS STILL IN OPERATION AND IS
UP-DATED REGULARLY

FORMS-OF-CONTRACT ARE BEING EXTENSIVELY USED. IN THIS
RESPECT

I WOULD DRAW YOUR ATTENTION TO THE FACT THAT THERE HAVE

BEEN TWO INCIDENTS, IN WHICH COPY-RIGHT OF OUR CONTRACTS HAS BEEN BREACHED. BOTH HAVE BEEN PASSED ON TO OUR LAWYERS FOR THE RELEVANT ACTION AGAINST THE OFFENDING PARTIES.

ON A MORE POSITIVE NOTE, I AM PLEASED TO INFORM YOU THAT THE NEW DIRECTORY HAS BEEN PUBLISHED AND DISTRIBUTED TO MEMBERS AND OTHER INSTITUTIONS AND LEADERS OF INDUSTRY.

YOUR COMMITTEE HAS HAD DISCUSSIONS WITH THE ARCHITECTS ASSOCIATION OF BOTSWANA WITH REFERENCE TO MEMBERSHIP OF CAA. IT WAS AGREED IN PRINCIPAL THAT SINCE AAB HAD MORE ARCHITECT MEMBERS THAN BIDP THAT AAB SHOULD BE THE REPRESENTATIVE OF CAA

BIDP HAVE ALSO BEEN INVOLVED IN CONJUNCTION WITH BOCCIM IN EXPRESSING CONCERN AT THE MANNER IN WHICH TENDERING AUTHORITIES ARE ISSUING AND REQUESTING TENDERS FROM THE PROFESSIONS IN THE BUILDING INDUSTRY. THIS IS AN ONGOING EXERCISE.

YOUR COMMITTEE HAS ALSO MADE APPROACHES TO THE VARIOUS INSURANCE BROKERS WITH A VIEW TO OBTAINING PREFERENTIAL QUOTES FOR P.I. INSURANCE. THIS IS AN ON GOING ISSUE WHICH NEEDS YOUR SUPPORT TO BE A FEASIBLE OPTION

IN CLOSING, I WOULD LIKE TO SINCERELY THANK THE COMMITTEE FOR THEIR VALUED SUPPORT AND ENTHUSIAM DURING THE PAST

YEAR AND I WISH THE INCOMING COMMITTEE A FRUITFUL AND
SUCCESSFUL YEAR IN OFFICE.

THANK-YOU ALL

Botswana Chess Federation AGM - President's speech

INTRODUCTION

Ladies and gentleman, I would like to welcome you to the 1996 annual general meeting. You will probably recall that this is an election year. Therefore, at the end of this AGM, you will choose a committee that you think best represent your interests. We have over the past two years tried our level best and indeed one should commend all you for the backing and support you gave us during that period.

2.0 ACTIVITIES

Ladies and gentlemen, without wasting time, let me talk about some major activities that took place during our term of office. We participated in the 1994 Moscow Chess Olympiad where we fielded both the men and the women's team. I believe that it is time we compete rather than participate, in line with the Sports Council Sports "gospel". We participated in the 1994 African Junior Championship held in the Seychelles. Last year Botswana was also represented in the African Junior Championship held in Angola. We hosted the 1995 Zone 4.3 qualifier. I should thank Mr Repeat Jones for the effort he put into the tournament. Besides the events that I have just mentioned there was a host of other International Events at which we participated e.g. the Brazil Junior tournament. Sadly, I should mention that our performance has been rather abysmal. Perhaps we need to develop a competitive spirit shown by some of our neighbouring countries.

With regard to the local chess arena, there has been many events and indeed one should say that the level of competition has been rising over the past few years. In 1994 the Botswana Chess Federation produced the best sports person of the year - Olebogeng Hosiah. It will be recalled that Ignatius Ndlovu had won the award the year before. Indeed such high level of competitiveness may re-write the chess chapter within the realms of the Botswana National Sports Council.

4.0 CHESS IN SCHOOLS

Ladies and gentlemen, chess in schools has penetrated even to very remote areas. With regard to rural penetration, chess is second to no other sport. I wish to thank all the chess coaches\teachers for their effort in the exercise. I should commend Ms Elliott and Mr R.W. Jones for their contribution to school chess. With regard to the primary school chess I should also commend Mrs Kaluba for her effort in that area.

5.0 DISCIPLINE

Ladies and gentlemen, one issue of concern I should mention to this assemble council is discipline. The behaviour of some of our players during tournaments leaves too much to be desired. While we accept that there may be disagreement between players we, however, believe that such misunderstandings should be settled amicably. On a number of occasions we have been recipients of missiles of insults for taking decisions that are in the best interest of chess. I should warn our members that the committee will do everything within its powers to enforce

discipline. I should also mention that the constitution does provide for expulsion of a player whose conduct is unacceptable.

6.0 PROBLEM AREAS

While we seem to be doing very well, there are a number of areas in which we score very low. This includes the establishment of sound club system, running of a chess league, the production of news letter, drafting of development plan, and the situation of women's chess.

6.1 Club system

In spite of our growth over the years we still do not have a well-structured club system. At this stage of development it will be very difficult to expand further particularly outside schools. There is also the issue of a safety net for school leavers which is not adequately addressed in the present set-up. A sound club system may be the only solution to address the issue.

6.2 Chess league

The chess league provides an opportunity for proper chess hence it needs to be given priority.

6.3 Newsletter

Ladies and gentlemen, Perhaps you will agree with that at this stage of development we must have a news letter. One often wonder what are the membership benefits for those members who may not have an opportunity compete in any tournament. Besides voting rights, there are virtually no benefits such members could enjoy. A newsletter is one avenue through which members get information about the activities of the federation. The newsletter, therefore, needs to be given serious attention.

6.4 Development plan

Without a development plan we are bound to fail since we would not have a direction about the future. It is important therefore that we work on their idea immediately.

6.5 Women's chess

The situation with regard to women's chess has been our concern for some time. Apart from secondary school students there are no active women players. Perhaps the committee needs to look into ways of encouraging girls to continue playing chess after completing school. You will probably agree with me that for any plan to succeed there is need to start at the grassroots level. It is important to therefore to take an affirmative action at school level.

7.0 RESTRUCTURING OF ADMINISTRATION

In view of the problems that I have just mentioned, there is an urgent need to restructure our administrative machinery. The federation has grown over the years and hence without change we cannot expand any further. I would therefore propose the following:

1. Membership to the BCF should be through clubs as from next year. Individuals who do not wish to join clubs will pay the flat rate of P220.
2. Encourage members to form Clubs, e.g. a club could consist of between 10 and 15 members
3. Regional committees:- As a beginning we should have two region - north and south. The committee could comprise, a Regional Chairperson, Regional Secretary, and a Regional Tournament Director
4. Participation in tournaments must strictly be restricted to members (through clubs)
5. To run a proper league system - 10 clubs.
6. Tournaments must be divided equally between the regions. Qualifiers for national championships and school championships to be held in each region.
7. Tournament Directors to be assisted with travelling/accommodation costs

8.0 FIDE

Ladies and gentlemen, let me now move on to the state of our mother body, that is FIDE. The direction of FIDE seems to pose a lot of questions. We witnessed a Mafia' style general election in Moscow in 1994. Indeed one should mention that this was a real live drama. The 1995 congress held in France was yet another fiasco. This resulted with the resignation of President Florencio Campmanes and the appointment of Mr Kirsan Iljumzhinov, president of the Chalmikia Republic, as interim president of FIDE. How far the interim president will take is everyone's guess.

9.0 BOTSWANA NATIONAL SPORT COUNCIL

Our position within the BNSC has been a major concern, lately. At the 1993 BNSC AGM some members questioned whether chess was a sport at all. Subsequently a committee was set up to look at the definition of sport and also ascertain whether chess is a sport or not. According to some sources this committee never met.

Following the appointment of a new Chairperson of the BNSC, Mr Boyce Sebetela, in 1995, the issue re-surfaced once more. In addition, the new committee came up with the idea of prioritisation of sport codes. After some lengthy debate the committee imposed on the council a sports definition that is not all inclusive. The definition was specifically meant to exclude chess and bridge.

Turning to the prioritisation of codes, the committee devised some tier system based on very obscure criteria. According to the prioritisation idea, sport codes on the first three tiers receive funds from the BNSC while the rest of the codes get virtually nothing

Before concluding my remarks, I wish to talk about volunteerism, especially among our local members. The present situation of relying heavily on non-citizen volunteers is very healthy for the future. On that note, ladies and gentlemen, I conclude my opening remark.

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NO: TBA

3701

CUSTOMER/AGENCY:

DATE: 13-03-07

CONTACT PERSON: BDP David Young

TEL: 7816811

ADDRESS: Box 827

FAX: 3971181

Gaborone

EMAIL:

ADVERT DESCRIPTION:

MARKETING

EXECUTIVE: Nakedi

Dear Sir/Madam

We thank you for your enquiry and have pleasure in submitting the following quotation based on the Terms and Conditions laid out overleaf.

A) TARIFF RATE CHARGES

ADVERT RATE P290

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COLOUR B/W

PAGE NO: At your service

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B) ADVERT ARTWORK CHARGES

TYPESETTING CHARGES

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LIP WRAP AROUND (A4 folded to A5)

OTHER CHARGES

P

SUB-TOTAL

P

37

D) GRAND TOTAL OF A + B + C

P

340

10% VAT

34

TOTAL

P

374

Terms and conditions overleaf

BB06

BIDP SHOP MOVES

Please be advised that starting from 19th March, 2007, BIDP shop will be moving from BWR offices to Plot 915, Phalane Close, Gaborone, behind KIA Motors at African Mall.

Further details contact: Secretary, BIDP
PO Box 827, Gaborone
Cell :7181 6811
Fax: 397 1181
Email: bidp@mega.bw



Attn: Ellen

From: Naledi

Pliz sign and fax Back

BIDP SHOP MOVES

Please be Advised that starting
From
19 MARCH 2007.

BIDP SHOP will be MOVING from BWR Offices
to **FLOT 915, PHALANE CLOSE**
Gaborone behind KIA Motors
@ **AFRICAN MALL**

Further details contact: Secretary, BIDP
P. O. Box 827, Gaborone. Cell: 7181 8811
Fax: 307 1181 . Email: bidp@moga.bw

BIDP


Approved



14/3/07



All BIDP members

Please find below an invitation from RICS Botswana Group.

Regards,

Executive Secretary, BIDP

Ellen Tshogentso

RE: CPD LUNCHEON ON WEDNESDAY, 14 March 2007 AT MAHARAJA RESTAURANT

A CPD Luncheon is scheduled for Wednesday, 14 March 2007 at the Maharaja Restaurant at 12:30hrs.

Department of Environmental Affairs will be making a presentation on the 'EIA Act: Impact on Development Projects'. (EIA = Environmental Impact Assessment)

The cost of the event is P80 per person (non-members), which includes buffet lunch and one soft drink. The members are requested to make cash/ cheque payment to the Treasurer prior to the date of the event or at the gate.

Would you please indicate by returning the form (below) by email (vijitha.p@fitzwilliam.co.bw) or by fax (3909356) whether you will be attending this CPD event?

Sincerely,

Vijitha Paranagama

Hon Treasurer

On behalf of the RICS BOTSWANA GROUP, Tel: 3951883 Cell: 71413792

I will be/ will not be attending the CPD Luncheon on the 14 March 2007

Member's name:

Cell Phone No:

Telephone No:



BIDP NOTICE

ALL BIDP MEMBERS

1. Please be advised that starting from 19th March, 2007, BIDP shop will be moving from BWR offices to Plot 915, Phalane Close, Gaborone, behind KIA Motors at African Mall.

Further details contact: Secretary, BIDP
Cell :7181 6811
Fax: 397 1181
Email: bidp@mega.bw

2. Please also find attached a copy of a fax from BOBS regarding Nomination of a representative to the 'Building Environment Design' technical committee.

If you are interested please advise the Secretary, BIDP.

Yours faithfully,

Executive Secretary, BIDP
Ellen Tshoganetso

enc

FAXED TO:	All Members
ON DATE:	14/3/07
BY:	

Name	Firstname	Current	Fax	Email
Brackenborough	William Michael	y	3181115	
Giri	Vellaisamy	y	3926711	
Gilau	Lawrence Wambugu	y	3953344	✓ 5725700
Hakim	Asadul	y	5773530	✓
Kgosiemang	Gontse J.	y	3936532	✓
Kille	Alan Arthur	y	3957424	✓
Lopang	Patrick	y	3927990	✓
Mashelkar	Sharad Sudam	y	3913337	✓
Matlhaga	Cuthbert	y	3181635	✓
Minja	Frank Anasel	y	3167517	
Mitchell	Eric Patrick	y	3900902	
Mogomela	Martin Molao	y	3164580	
Monamo	Letsweletse Mpho	y	3186623	
Moremedi	Thuso	y	3190951	✓
Nkumba	E	y	3973743	
Oranye	Chike Ikemefuna	y	3956773	
Otsweheng	Kganetso Bontsi	y	3971710	
Patel	Shahnawaz M	y	3971710	
Patel	Vasant	y	3918933	
Phuthago	Jimson Onthephile	y	3911522	
Ranjan	Aluraj David	y	3972821	
Rantshilo	Tshoganetso	y	3958033	✓
Richards	Peter Maurice	y	3181115	
Seomile	Bosiame Jay	y	4633792	
Shah	Pradip Babulal	y	3973203	
Van Vuuren	Petrus Jacobus	y	3973174	

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Name	Firstname	Current	Profession	Email
Adolwa ✓	Mbsja	y	2a	spasys@botsnet.bw
Anderson ✓	Andrew William	y	2a	anderson@zamnet.zm
Bale ✓	Keboife Bobo	y	2a	keboife@yahoo.com
Beeken ✓	Roger J	y	2a	bma@info.bw
Bergs ✓	Hanns-Gerd	y	2a	hbergsassoc@absamail.co.za
Cuthbert ✓	Ian	y	2a	i.cuthbert@btinternet.com
Gaopotlake ✓	Emmanuel	y	2a	bmarchitects@botsnet.bw
Hla	Tin Tin	y	2a	proarchbw@gmail.com
Khin ✓	Aung	y	2a	proarchbw@gmail.com
Kimani ✓	Luci Thoki	y	2a	Lnkimani46@yahoo.co.uk
Lyamuya ✓	Paul Kinanawa	y	2a	lyamuya@mopipi.ub
Macgarry ✓	Kevin Ignatius	y	2a	ac@accc.co.za
Mandic ✓	Konstantin	x	2a	kmm@botsnet.bw
Maphepa ✓	Jonathan	y	2a	maphepa@yahoo.com
Martin ✓	George Paul Lamont	y	2a	peridot@info.bw
Mazhani	Edward Ted	y	2a	dya@botsnet.bw
Moapare ✓	Vincent O.	y	2a	vmoapare@gmail.com
Morris ✓	Keith Iles	y	2a	dim@info.bw
Mutungi ✓	Gregory Lutia	y	2a	ramani@info.bw
Narola ✓	Kantilal P	y	2a	karuna@mega.bw
Neill ✓	S	y	2a	dig@dig.co.bw
Nthobatseng	Batshetsi	y	2a	nthobs@yahoo.com
Nuttall-Smith ✓	Christopher	y	2a	nsa@inet.co.bw
Nyame ✓	Pedriel Mokwadi	y	2a	pedriel@symbion-int.co.bw
Nyakele ✓	Dennis Hanzoka	y	2a	nyakeledh@yahoo.com
Phiri ✓	Fred	y	2a	dig@dig.co.bw
Rai ✓	Jagdish Nathalal	y	2a	jagdish@symbion-int.co.bw
Rajnovic ✓	Predrag	y	2a	pedjar@botsnet.bw
Sampson ✓	Richard Bernard	x	2a	rabsam@info.bw
Welfing ✓	Albert Andreas	y	2a	agora@info.bw
Young	David Alexander	y	2a	dya@botsnet.bw

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BIDP stocktake from BWR office to Plot 915 on 16th March, 2007

Item	Total
Cash in box handed to ET	P610.00
Cash box with 1 key	
Current cash receipt book	
BIDP Stamp	
Puncher (white)	
Stapler (red)	
Stapler not in use (blue)	
Round receive stamp	
Stamp pad ink	
Sales book 1992-99	
Sales book 1994-96	
Sales book 1991-2000	
Cash receipt book 2001	
Invoice book 1998-2002	
Envelopes for Christmas cards	59
Christmas cards	161
Current Masters:	
Minor works Building Agreement	
Nominated sub-contract	
Without Quantities	
With Quantities	
Consultants Appointment	
Architect Appointment	
Procedure for organising Arch. Competition	
Old masters	
Minor works Building Agreement	
Nominated sub-contract forms	
Without Quantities	
With Quantities	
Stationery:	
Minor works Building Agreement forms	32
Nominated sub-contract forms	22
Consultants Appointment forms	38
With Quantities forms	20
Without Quantities forms	19
Architect Appointment forms	6
Architect Appointment covers	288
Regulations promotion & conduct of Arch*	4
Logo for Site notice board	47
Certificate pads	6
Architect Instructions pads	9
Letter heads	220
Continuation sheets	49
Compliments slips	58
Papers	
A3 sheets for making Minor works	437
A3 sheets for making With & Without QS	587
A3 sheets for making Subcontract	810
A3 sheets for making Consultants agreement	1000
A3 sheets for Arch app. (old not in use)	31



BOTSWANA INSTITUTE OF DEVELOPMENT PROFESSIONS

P.O. Box 827 – Gaborone
Tel. 7181 6811 - shop fax 397 1181
e-mail: bidp@mega.bw
website: <http://www.bidp.bw>

BIDP NOTICE

TO: ALL CUSTOMERS

Please be advised that starting from 19th March, 2007, BIDP shop will be moving from BWR offices to Plot 915, Phalane Close, Gaborone, behind KIA Motors at African Mall.

Further details contact: Secretary, BIDP
Cell :7181 6811
Fax: 397 1181
Email: bidp@mega.bw

Regards,

Executive Secretary, BIDP
Ellen Tshoganetso

MAILED TO:
BIDP, BHS, Shap, ANUL, Constan,
DATE: 20/3/07
Y: [Signature]

AGB, Wharv,
Electrical Retic,
Multi Tech,
Sstry, Raba Shg,
Vicea, S&SE,
9ab. Refrigeration

Meeting not held do not from Quran

BIDP COUNCIL MEETING ON 22N MARCH, 2007

CORRESPONDENCE RECEIVED

Date	Description	From
03/03/07	Bank 2 statements up to 28fe07	FNB
19/03/07	Fax re happy with College publishers	IBQS

EMAILS

22/03/07	Re BIDP directory	BIA G Vlug
20/03/07	Re thanks to workshop attendance	Energy Affairs
19/03/07	Re appointment of Arbitrator	T Allen
19/03/07	Re appointment of Arbitrator	D Williams
03/03/07	Re Domestic subcontract	G Vlug

Honor	Name	Firstname	Current	Profession
Ms	Adolwa✓	Mbaja	y	2a
	Anderson✓	Andrew William	y	2a
	Bale✓	Keboife Bobo	y	2a
	Beeken✓	Roger J	y	2a
	Bergs✓	Hanns-Gerd	y	2a
	Cuthbert✓	Ian	y	2a
	Gaopotlake✓	Emmanuel	y	2a
	Hakim✓	Asadul	y	2a
	Hla✓	Tin Tin	y	2a
	Kalra	Om Parkash	y	2a
	Khin✓	Aung	y	2a
	Kimani✓	Luci Thoki	y	2a
	Kintu✓	Hammed Semwanje	y	2a
	Lyamuya✓	Paul Kinanawa	y	2a
	Macgarry✓	Kevin Ignatius	y	2a
	Maphepa✓	Jonathan	y	2a
	Marshall	Ian Harley	y	2a
	Martin✓	George Paul Lamont	y	2a
	Mashelkar	Sharad Sudam	y	2a
	Mathe✓	Sithabile Pauline	y	2a
	Mazhani✓	Edward Ted	y	2a
	Moapare✓	Vincent O.	y	2a
	Modise	Mmapula Glorious Karabo	y	2a
	Morris✓	Keith Iles	y	2a
	Mutungi✓	Gregory Lutta	y	2a
	Narola✓	Kantilal P	y	2a
	Neill✓	S	y	2a
	Nthobatsang	Batshetsi	y	2a
	Nuttall-Smith✓	Christopher	y	2a
	Nyame✓	Pedriel Mokwadi	y	2a
	Nyekele✓	Dennis Hanzoka	y	2a
	Phiri✓	Fred	y	2a

Phuthego	Jimson Onthephile	y	2a
Rai ✓	Jagdish Nathalal	y	2a
Rajnovic ✓	Predrag	y	2a
Rantshilo ✓	Tshoganetso	y	2a
Seomile ✓	Bosiame Jay	y	2a
Shah ✓	Pradip Babulal	y	2a
Welfing ✓	Albert Andreas	y	2a
Young ✓	David Alexander	y	2a

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INTERNATIONAL UNION OF ARCHITECTS

APPLICATION FOR ADMISSION
TO THE UIA

1. COUNTRY:

BOTSWANA

2. NAME OF ORGANIZATION APPLYING FOR ADMISSION:

BOTSWANA INSTITUTE OF DEVELOPMENT PROFESSIONS

3. DATE OF FOUNDATION OF ORGANIZATION:

1978

4. ADDRESS OF HEADQUARTERS:

PO BOX 827
GABORONE
BOTSWANA
AFRICA

5. NAME OF PRESIDENT AND MEMBERS OF THE BUREAU:

EDWARD MAZHANI - PRESIDENT
DAVID YOUNG - SECRETARY
GERRIT VLUG - TREASURER

6. NUMBER OF ARCHITECTS IN THE COUNTRY:
NO REGISTRATION, SO WE HAVE NO SPECIFIC KNOWLEDGE.
7. NUMBER OF ARCHITECTURAL ORGANIZATIONS IN THE COUNTRY:
3 (THREE)

8. TITLE AND DATE OF FOUNDATION OF THESE ORGANIZATIONS:

(BIDP) BOTSWANA INSTITUTE OF DEVELOPMENT PROFESSIONS – 1978
(AAB) ARCHITECTS ASSOCIATION OF BOTSWANA - 1994
(ACDC) ASSOCIATION OF CITIZEN DEVELOPMENT CONSULTANTS - 1997

9. NUMBER OF ADHERENTS IN EACH ORGANIZATION:

BIDP =	40 (ARCHITECTS)	
AAB =	96	“ (SOME OVERLAP)
ACDC =	11	“

10. WHAT TYPE OF COOPERATION EXISTS BETWEEN THE VARIOUS ORGANIZATIONS:

VERY LITTLE, THOUGH BIDP DOES TRY TO COMMUNICATE WITH THE OTHERS.

11. IF NECESSARY, COULD A COMMITTEE REPRESENTING ALL ARCHITECTURAL ORGANIZATIONS BE FORMED?

FROM BIDP POINT OF VIEW, YES

12. IS PROFESSIONAL PRACTICE IN THE COUNTRY UNDER REGULATION? HOW?

NO

13. WHAT IS THE TRAINING REQUIRED TO BE A MEMBER OF THE VARIOUS ORGANIZATIONS?

5 YEARS UNIVERSITY TRAINING
2 YEARS FULL TIME PRACTICAL EXPERIENCE

14. HOW AND BY WHOM WILL THE MEMBERSHIP FEES DUE TO THE UIA BE PAID?

Attach to this questionnaire, duly completed, a copy of the Statutes and By-Laws of your organization and list of members.

BIDP COUNCIL MEETING ON 26th APRIL, 2007

CORRESPONDENCE RECEIVED

Date	Description	From
03/03/07	3 Bank statements up to 31mr07	FNB
28/03/07	Bale returned cheque	FNB
02/04/07	Paid invoice	Ellen
04/04/07	Paid bill	YA
04/04/07	FNB deposit slip for P1000.00 cheque	YA
24/04/07	FNB deposit slip for P900.00 cheque	Bale
21/03/07	New application	K Ntapu (now signed)
17/04/07	New application	A Matlapeng
17/04/07	New application	M D Bathuleng
17/04/07	New application	L Kabwe
17/04/07	New application	M Kasalaba
17/04/07	New application	M M Mogomela
11/04/07	Letter	RICS
23/04/07	Letter	BOTEC
25/04/07	Notice to BIDP members & other organizations	BIDP

UNPAID MEMBERS

INITIALS	MEMBER_NAM	Type	02-03	AMOUNT1	03-04	AMOUNT3	04-05	AMOUNT5	05-06	AMOUNT7
R.G.	Akanyang	Ordinary	04/08/2004	120.00	04/08/2004	120.00	11/01/2004	120.00	12/12/2005	120.00
A.	Askovic	Ordinary	06/29/2004	120.00	06/29/2004	120.00	10/31/2005	120.00		
R.J.	Beeken	Ordinary	06/17/2004	120.00	06/17/2004	120.00				
W.M.	Brackenborough	Ordinary	03/17/2003	120.00	11/24/2003	120.00				
R.R.	Chephethe	Ordinary	07/27/2002	80.00						
A.G.	Chiwila	Ordinary	07/04/2002	100.00	06/10/2004	120.00	02/27/2006	120.00	02/27/2006	120.00
F.W.	Foote	Ordinary	01/30/2003	120.00	10/08/2004	120.00	10/08/2004	120.00	11/08/2005	120.00
E.	Gaopotlake	Ordinary							06/09/2005	120.00
G.D.	Hingorani	Ordinary	03/17/2003	120.00						
Win	Htut	Ordinary								
O.P.	Kalra	Ordinary	05/30/2003	120.00	02/23/2004	120.00				
R.	Kandaswamy	Ordinary	08/26/2002	85.00	08/27/2004	120.00	08/27/2004	120.00	12/29/2005	120.00
L.T.	Kimani	Ordinary	10/02/2002	120.00	11/24/2003	120.00	10/08/2004	120.00	01/06/2006	120.00
P.K.	Lyamuya	Ordinary	02/24/2004	120.00	02/24/2004	120.00	12/12/2005	120.00	12/12/2005	120.00
G.P.L.	Martin	Ordinary	03/17/2003	120.00	05/21/2004	120.00				
S.S.	Mashelkar	Ordinary	11/24/2003	120.00	11/24/2003	120.00	10/17/2006	120.00	10/17/2006	120.00
S.P.	Mathe	Ordinary							1feet	120
L.S.	Maule	Ordinary							10/31/2005	120.00
B.O.	Mhutsiwa	Ordinary	08/06/2004	72.00						
F.A.N	Minja	Ordinary								
E.P.	Mitchell	Ordinary	10/31/2005	120.00	10/31/2005	120.00	10/31/2005	120.00	10/31/2005	120.00
D.	Mmile	Ordinary	08/06/2004	120.00						
V.O.	Moapare	Ordinary			09/12/2003	120.00				
M.G.K	Modise	Ordinary	11/01/2004	120.00	11/01/2004	120.00	11/01/2004	120.00	08/24/2006	120.00
M.M.	Mogomela	Ordinary							05/02/2006	120.00
T.M.	Moremedi	Ordinary					10myos	120		
S.A.	Moss	Ordinary								
delista D	Mutepfa	Ordinary	01/30/2003	120.00	11/24/2003	120.00	02/07/2005	120.00		
D.K.	Mwitumwa	Ordinary					11/19/2004	120.00	12/12/2005	120.00
K.P.	Narola	Ordinary	06/14/2004	120.00	06/14/2004	120.00	06/14/2004	120.00		
B.	Nthobatsang	Student	01/29/2003	70.00						
D.H.	Nyekele	Ordinary							11/15/2005	120.00
K.G.	Palalani	Ordinary								
V.	Patel	Ordinary								
V.	Peric	Ordinary	03/17/2003	120.00	01/31/2004	120.00	10/20/2005	120.00	10/20/2005	120.00
G.W.	Pritchard	Ordinary	08/05/2004	120.00	08/05/2004	120.00	08/24/2006	120.00	08/24/2006	120.00
P.	Rajnovic	Ordinary					10/08/2004	120.00	06/20/2005	120.00
T.T.	Rantshilo	Ordinary	04/10/2003	120.00	01/29/2004	120.00				
M.D.	Rynn	Ordinary	04/10/2003	120.00	04/08/2004	120.00	10/20/2005	120.00	10/20/2005	120.00
S.W.	Setekia	Associate	8/8/05	120.00						
P.B.	Shah	Ordinary	10/31/2005	120.00	10/31/2005	120.00	10/31/2005	120.00	10/31/2005	120.00
P.J.	Van Vuuren	Ordinary	12/09/2002	120.00	01/31/2004	120.00	11/19/2004	120.00	12/29/2005	120.00

P Cashflow projection

ME	05/07	06/07	07/07	08/07	09/07	10/07	11/07	12/07	01/08	02/08	03/08	04/08	05/08	06/08
riptions			1500	2000	1500	3200	1800	2000	1100	500	500			
ations	1000	1000	1100	1100	1100	1100	1100	1100	1100	1100	1100	1100	1100	1100
ons			250		700		350				350			350
st BBS	1062	1062	1062	1105	1105	1105	1150	1150	1150	1190	1190	1190	1275	1275
	2062	2062	3912	4205	4405	5405	4400	4250	3350	2790	3140	2290	2375	2725
NDITURE														
ising						3000								
lance fees	800			400			500			500			600	
harges	40	40	40	40	40	40	40	40	50	50	50	50	50	50
ons			100				250				250			250
at						1500								
igs	120	120	120	120	120	120	120	120	120	120	120	120	120	120
ilaneous	500	500	500	500	500	500	500	500	500	500	500	500	500	500
contribution	250	250	250	250	250	250	250	250	250	250	250	250	250	250
very			300				300					300		
arial Fees	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
riptions pd				650		650								
	3510	2710	3110	3760	2710	7860	3760	2710	2720	3220	2970	3020	3320	2970
balance start	2463	1015	367	1169	1614	3309	854	1494	3034	3664	3234	3404	2674	1729
come	2062	2062	3912	4205	4405	5405	4400	4250	3350	2790	3140	2290	2375	2725
it expenditure	-3510	-2710	-3110	-3760	-2710	-7860	-3760	-2710	-2720	-3220	-2970	-3020	-3320	-2970
balance finish	1015	367	1169	1614	3309	854	1494	3034	3664	3234	3404	2674	1729	1484

~~DRAFT~~ REPORT

ON

**PROCEEDINGS OF THE CONSTRUCTION
INDUSTRY INDABA**

*"Harmonizing our Collective Efforts towards the Attainment
of Projects Success..."*

DATE: 04-05 JULY 2006

**VENUE: THE BIG FIVE LODGE,
MOGODITSHANE**

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TABLE OF CONTENTS

ABBREVIATIONS

EXECUTIVE SUMMARY

PAGE

02

1.	INTRODUCTION	04
2.	CONFERENCE PROGRAM	06
3.	FACILITATION METHODOLOGIES	06
4.	OPENING SESSION	07
	<ul style="list-style-type: none">• Welcome Remarks• Key Note Address• Statement by DBES• Statement by ABCON	
1.	PRESENTATIONS & DISCUSSIONS	12
2.	CONFERENCE RECOMMENDATIONS	86
3.	CLOSING ADDRESS	87
4.	VOTE OF THANKS	90
5.	ANNEXES	
	<ul style="list-style-type: none">• List of delegates	

ABBREVIATIONS

AAB	Association of Architects in Botswana
ABCON	Association of Building Contractors
ACDC	Association of Citizen Development Consultants
ACEB	Association of Civil Engineers in Botswana
BIDP	Botswana Institute of Development Professionals
BOCCIM	Botswana Confederation of Commerce, Industry and Manpower
BURS	Botswana Unified Revenue Service
CSO	Central Statistics Office
DBES	Dept. of Building & Electrical Services
DCEC	Directorate of Corruption & economic Crime
HLCC	High-Level Consultative Conference
IBQS	Institute of ^{Botswana} Quantity Surveyors in Botswana
MWT	Ministry of Works & Transport
PBRSS	Performance Based Random Selection System
PE	Procuring Entity
PPADB	Public Procurement & Asset Disposal Board
SACU	Southern African Customs Union
SADC	Southern African Development Community
TBBA	
ToRs	Terms of Reference
VAT	Value Added Tax
VOP	Variation on Price

EXECUTIVE SUMMARY

This executive summary presents the main points of the proceedings of Construction Industry conference held at The Big Five Lodge, Mogoditshane, on 04-05 July 2006. The conference was organised by MWT, in collaboration with the private sector.

The purpose of the workshop was **to generate together with participants, new thinking, new possibilities and new actions that can contribute to the transformation of the response to HIV/AIDS in Botswana.**

The theme of the conference was **Harmonizing Our Collective Efforts Towards The Attainment of Projects Success.**

A total of 112 participants attended the consultative conference representing the Ministry of Works and Transport and the private sector

There were 13 topics ~~were~~ covered as outlined in Section 2 of the report (Conference Programs)

The facilitation methods used consisted of presentations, plenary discussions and panel discussions.

The conference was officially opened by the Minister of *Works & Transport* WT, Hon. Lesego Motsumi and closed by the Assistant Minister, Hon. Frank Ramsden.

Eighteen (18) recommendations as stated below were discussed and adopted at the conference:

- **DBES, in implementing projects, should consider to:-**
 - Utilise competent Project Managers
 - Reserve at least 30% of all consultancy projects for citizens on a competitive bidding framework
 - Utilize citizen or foreign companies in meaningful joint ventures for the balance of the projects
- Where design and build frameworks are instituted, citizen companies must be meaningfully involved in all the three disciplines of project management, design and construction (building) [DBES]
- DBES consider adopting a performance based evaluation system for non specialised projects
- Government should spread its risk by allocating projects to a number of firms rather than a few firms [MFDP]
- All Professional disciplines *should* be legislated by 2007 [MWT]
- Government should disclose project Preliminary Budget Estimates during the tender opening stage [DBES]

- A meeting of all professional bodies be organised under BOCCIM within 3 months [BOCCIM] to articulate a clear VISION for the Construction Industry and that the Vision must be aligned to Vision 2016
- The procurement of services use quality based selection (QCB) method, based on agreed fee scales or tariffs [DBES]
- Government should not only promote citizen ownership but also citizen capacity
- Public and Private sector should constitute a task force for the establishment of Construction Industry Board
- A provision be made in the main contract agreement for Direct Payment of the nominated sub-contractors
- Only specialist services should be considered for nomination
- A DBES/private sector consultative conference be held annually
- A consultative stakeholder workshops, such as the present, should continue on an annual basis to address issues of mutual concerns [MWT / BOCCIM]
- The industry should individually and collectively strive to improve product delivery thereby develop the industry locally, regionally and globally [BOCCIM]
- Government should temporarily provide the secretariat for the envisaged Board or similar regulatory entity or entities [Task Force]
- The use of a formula for dealing with escalations and / or fluctuations be agreed and adopted [MFDP / BOCCIM]
- MFDP be request to consider sharing the cost of the two unexpected devaluation in February 2004 (7.5%) and May 2005 (12%) by reimbursing affected contractors in the construction industry, where so far contract conditions have not allowed any payment [MFDP]

1. INTRODUCTION

This report presents the proceedings of the Construction Industry Indaba held at The Big Five Lodge, Mogoditshane on 04-05 July 2006. The conference was organised by the Ministry of Works and Transport jointly with the private sector.

The conference was officiated by the Minister of Works and Transport, Hon. Lesego Motsumi and officially closed by the Assistant Minister in the same ministry, Hon. Frank Ramdsen.

One hundred and twelve
(112) participants attended the conference, representing various industry stakeholders, such as ABCON, TBBA, BOCCIM, IBQS, AAB, ACEB, DBES, AEMCB and ACDC.

The **theme** of the conference was "**Harmonising Our Collective Efforts Towards The Attainment of Projects Success**".

The overall objective was to share experiences among stakeholders in the construction industry since the last indaba in 2004 as well as to discuss issues of mutual interest to improve the performance of the industry.

2. CONFERENCE PROGRAM

The conference program started at 0800 a.m. and ended at 1700hrs on each day and was broken down into 5 sessions as below. The proceedings covered 15 topics as follows:

Day 1; Session 1

- Opening Session
- Challenges facing the construction industry- A case for self-introspection

Session 2

- PPADB Bidding Package
- Dispute Resolution and Avoidance
- Problems faced by sub-contractors in the construction industry in Botswana

Session 3

- Alternative Procurement of Consultancy Services as Botswana matures
- Integrated Project Monitoring System at DBES
- Impact of Consultancy Services on Construction in Botswana (Panel Discussion)

Day 2: Session 4

- 3% Withholding Tax on Construction Contracts
- Devaluation and its impact on the construction industry
- Extent of corruption in the construction industry
- Causes of Non-Performance of construction projects in Botswana
- Performance of Contractors and Consultants (Panel Discussion)

Session 5

- Formulations of Joint Building Council
- Concept of Maintenance
- Combating the spread of HIV/AIDS in the Construction Industry

3. FACILITATION METHODOLOGIES

The main methods of facilitation comprised submission of abstracts, presentations by various resource persons in the industry, plenary discussions and panel discussions.

4. OPENING SESSION

The Opening Session was chaired by Mr. Tlogelang, Deputy Permanent Secretary, Ministry of Works and Transport (MWT). In his introductory remarks, he recognized that the conference comprised two groups of stakeholder representatives- government and the private sector. As such, he encouraged that the deliberations would be interactive especially given that the program was made up of interesting and relevant topics.

Furthermore, he stated that his expected outcome of the conference was that delegates would have identified achievements, lessons learnt and challenges of the construction industry since the last conference in 2004, which would then form the basis for future planning. He particularly encouraged the private sector to share its experiences as this would only help to improve the performance of the industry.

He concluded his remarks by introducing Mr. J. O. Modise, Director of the Department of Buildings and Electrical Services (DBES) in the Ministry of Works and Transport who delivered the welcoming remarks.

4.1 Welcome Remarks

He started his remarks by introducing the Minister and the Permanent Secretary in the same ministry (MWT) Mr. Thipe, Mr. Evans-Chairman of ABCON as well as welcoming the delegates to the conference. *Honorable Mr. L.E. Motsumi*

He noted that the conference theme was carefully chosen to ensure that the conference not only focused on sharing stakeholder experiences but also suggested new ways to improve the performance of the industry.



4.2 Key Note Address *delivered*

The key note address was performed by the Minister of Works and Transport, Hon. L.E. Motsumi. Below is her address to the delegates.

Director of Ceremonies;
Permanent Secretary of my Ministry;
Government officials;

Distinguished delegates;
Ladies and Gentlemen;

1. I am honoured and very pleased to have been invited to deliver the opening address at this two-day consultative forum whose theme is **harmonizing our collective efforts towards the attainment of project success**.
2. I understand that the aim of this consultative forum is to promote dialogue, and better understanding between all stakeholders in the construction sector, in so doing elicit their ownership and commitment. This theme is indeed appropriate as the sector will continue to play a key role in job creation, wealth creation and sustainable growth in development in our economy.
3. It is not often that various players in the construction industry are brought together under one roof as is the case to-day. My humble appeal from the onset is that you must use this opportunity to open up, be frank in order to strengthen your cooperation and collaborative efforts. This forum is intended for you to interact, discuss issues of mutual concern, identify problems that are bedeviling the industry, reflect on the performance of the sector, learn from each others experiences, formulate strategies, chart the way forward for the growth, development and enhancement of the construction sector. These are very noble goals which are the pre-requisites to the improvement of standards and the performance of the industry.
4. Government continues to be extremely concerned about the efficiency of the construction sector to deliver projects within the agreed time, within cost and to acceptable quality levels. These are the three main criteria by which the efficiency of the sector is judged coupled with secondary aims such as the absence of disputes or litigation and the generation of satisfaction amongst the contract participants. As such the efficiency of the industry is highly desirable in terms of improved quality, reduced costs and improved service by the construction sector.
5. There are increasing demands being made upon the construction sector to improve on their standards of performance not only in terms of time, cost and quality but also in project organisation and management. As the demands increase, the industry must respond quickly, efficiently and effectively to produce facilities that are more functional and that provide the best possible performance and value for money. As government, we cannot remain aloof to the ever growing public dissatisfaction on our service delivery. As a result we seek other methods of procurement, organisation and management. More often than not it is government which bears the cost of the inefficiency in the construction industry and by virtue of it being a major purchaser of construction products, it has to ensure that efficiency is achieved.
6. The need to prudently manage our resources has also become very critical in recent times. Whilst government will continue with infrastructural development, equally, the maintenance of existing facilities is given highest priority. It has been proven that the resources invested in any facility are only justifiable if such a facility is adequately maintained. It therefore goes without saying that Government has an obligation to the people of Botswana to ensure that facilities

are not only well constructed but also equally well maintained to preserve their utility and value. The attainment of this goal would require the increased participation of the private sector through contracts that have clear performance targets. These maintenance contracts will have to work on the basis of not just doing the job but also doing it well.

7. I have already alluded to the increased participation of the private sector in the provision of facilities and their maintenance. However, there still exists within both the public and private sector an acute skills shortage. I am well aware that on countless occasions there has been a need to source skilled labour from outside, even semi-skilled labour in certain construction trades sometimes has to be recruited from outside. Sadly, government efforts to redress the skills shortages are not adequately complemented by the private sector. Not only should the private sector have a vested interest in skills development but it also must complement government efforts by investing in training, thus adequately satisfying the demand for skilled manpower.
8. I am also aware that the private sector at such forums as the HLCC has continuously raised complaints of long outstanding and delayed payments by my Ministry. As government has the interest and welfare of the private sector at heart, a conscious decision was made some two years ago to clear all outstanding payments. To-date, almost all the proven outstanding payments have been paid to 435 various service providers amounting to P112,012,906.60. As of now, the only remaining outstanding payments are those over which there is either a disagreement over the quantum amounts and/or those which are under dispute for various reasons.
9. In addition to the above, the private sector has again in many fora advocated to be compensated for loss of earnings through payment of interest charges. The Government has agreed to payment of such interest charges and processing of these payments started at the beginning of 2005/2006 financial year. The aim was to have this exercise completed by the end of the 2005/06 financial year. Admittedly, this target has not been met as we were overwhelmed by the number of claims received and had also grossly underestimated the level of the required funding. As at the end of May 2006, an amount of P3 million had been paid which represents about a fifth of the amount that has been claimed.

Let me appeal to you to bear with us as the process of authentication and verification of the claims has proved to be a time consuming exercise. Some of these claims are very old, with some being more than 10 years old. I wish to also inform you that additional funding has since been secured and that those affected will in due course know of the outcome of their claims.

10. Notwithstanding the above, let me also inform you that within my Ministry there is a standardized payment tracking and monitoring system that has since been institutionalized. In addition, it is now a standing practice that all personnel involved in payment processing have embodied within their Performance Development Plan (PDP) agreements a commitment to process payments within fourteen days at the most. Our aim is to minimize to the extent possible delayed payments as they cause undue financial hardships to yourselves.

11. Most of us here today would agree that because of the prudent economic planning, coupled with a determined and dedicated leadership in government, Botswana has to all intents and purposes been radically transformed in the construction sector and other spheres of the economy. Sadly, these achievements would be eroded if corruption which has begun to manifest itself in different forms is not eradicated more especially within the construction sector. As some of you may know, the sector has been regularly rated worldwide as the most corrupt industry. Transparency International Global Corruption Report of 2002 has highlighted the following as being amongst the most devastating effects of corruption in the construction sector.
- It raises costs unnecessarily
 - It lowers quality of infrastructure
 - It costs lives
 - It undermines economic and sustainable development
12. There is no doubt in my mind that corruption if not prevented undermines democracy, erodes the rule of law, jeopardizes sound governance, retards social and economic development, breeds social, economic and political crises. Whilst I readily concede that no management programme can ever guarantee that no corrupt behaviour will take place, you can nevertheless materially assist in the prevention of corrupt tendencies and behaviour. I therefore, appeal to you to supplement government efforts in not only rooting out and eradicating corruption but also by actively joining in the fight against corruption through implementing internal anti-corruption codes.
13. Before concluding, let me also touch upon the impact of HIV/AIDS on the construction sector. The construction sector in Botswana ranks amongst the largest employer and is also an industry in which families are more often than not separated for long periods of time. It also attracts individuals with diverse socio-economic profiles ranging from highly skilled professionals to contracted labourers at their prime reproductive ages of 18 to 35 years. The nature of work within this sector also tends to be short-term thus rendering the workforce to be highly mobile.
- The impact of HIV/AIDS within the sector manifests itself in the form of high rates of absenteeism, depletion of the very scarce skills, high cost of training of new staff, deaths resulting in the perpetuation of the poverty cycle. The industry is virtually under siege as the high incidence of HIV/AIDS will, if unchecked hinder its ability to manage and produce work in a timely manner.
14. Having said this, there must be a positive response by the sector to mitigate this impact. This could easily be through developing strategies aimed at creating awareness about HIV/AIDS within the construction sector and encouraging early testing.
15. Government efforts to fight this scourge are visible and what now needs to be done is to supplement government efforts by building meaningful partnerships across sectors in the struggle against this scourge. I appeal to you therefore to further strengthen and supplement Government's response to the epidemic and its unequivocal message around prevention, treatment and safer sexual practices.

16. Finally, I look forward to reading the proceedings of this consultative forum and hope that your deliberations will be fruitful and that they will generate mutual understanding amongst the construction sector practitioners.

17. I now take great pleasure in formally declaring this consultative forum officially open. I thank you for your attention.

THANK YOU.

PRESENTATIONS

5. STATEMENT BY THE PRIVATE SECTOR, represented by Mr. Clive Evans, Chairman of ABCON

Director of Ceremonies
Honourable Minister
Permanent Secretary
Deputy Permanent Secretary
Director
Chairpersons of Associations
Distinguished delegates
Ladies and Gentleman

1. I am honoured to be invited to address this Construction Industry Indaba, to make a statement on behalf of the Private Sector.
2. A special thanks to the Director of DBES, Mr Modise and his team for making this Indaba a reality. We, as an industry, need to get together regularly to discuss our mutual problems. In order to achieve project success, we all need to understand and appreciate each others' problems associated with project delivery, and to strive to *eliminate* these problems where possible.
3. Our industry is still faced with a number challenges, the greatest being the current reduced expenditure on capital projects by Government. As our industry is largely dependant on Government spending, Government has a responsibility to control the boom and bust syndrome that seems to characterise our industry. The construction industry is the 4th largest employer in Botswana and the impact of these downturns is enormous.
4. The Botswana Construction Sector is relatively small, reliant on Government spending and reliant on imported goods, plant and equipment. The skills base is relatively low with the result that a significant number of expatriate staff are required which has a significant cost implication. The most notable aspect however is Botswana's open market policy. This allows anyone to enter the market which has its own consequences, particularly the effect on its Citizen and local companies. It is ironic that, at a time when our Sector is at an all time low, there has been a significant influx of new construction companies from half way round the world and a retreat by well established companies, in particular from the SADC region, who have been contracting in Botswana for many years. This must surely be a signal that all is not well in our sector. Unfortunately this trend will continue in the near future, largely due to better margins being available elsewhere in the SADC region.
5. In recent years we have experienced the following impacts that have effected our sector directly:
 - a. Two devaluations of the Pula
 - b. High interest rates
 - c. Late Payments
 - d. Contractual disputes

- e. Major cuts in governments spending
 - f. Introduction of 3% with holding tax
 - g. Introduction of 10% VAT
 - h. The over supply of Construction Companies and Consultants
6. The Pula devaluations have had a crushing blow on our sector. This is largely due to the fact that about 75% of all imports to Botswana come from the SACU. Our contracts are largely fixed price or increase in costs are recovered through variation on price (VOP). The problem with the VOP system is that there is only recovery for escalation or inflation on materials. On a building contract this could account for up to 60% of the contract value, but on a road contract this only accounts for about 25% of the contract value. There is an urgent need for the introduction of an escalation formula which would protect the Contractor and Consultant from the ravages of inflation which is currently at an all time high.

The escalation formula is currently in use in Botswana by the Department of Water Affairs and Water Utilities Corporation who have been using it for a number of years now.

7. In order for the Client to get a well priced tender from an experienced Contractor the element of risk needs to be balanced. The Contractor carries most of the risk but there are certain risks that even the most experienced Contractor has great difficulty assessing in order to provide for it in his tender price. These are primarily those discussed today and include:
- a. Escalation or inflation
 - b. Currency fluctuations
 - c. Statutory increases
 - d. Acquisition of land for borrow pits
 - e. Source of water for construction

When the Contractor is required to price for these risks the result is that the experienced Contractors are seldom the lowest bidder. This leads to the Client having an in-experienced Contractor to build the project with all the problems that go with it. The Client therefore, in balancing the risk, has the ability to get the best price from the most experienced Contractor.

8. Cash is the life blood of any organisation. The payment terms are currently up to 75 days and when the Client delays payment up to the maximum period and beyond, this has a crippling effect on the Contractor or Consultant, with a resulting further delay on his subcontractors. A subcontractor is normally tied into a 7 to 14 day payment clause after the main contractor has been paid. DBES, who have now introduced FIDIC 99, generally reduce the payment period to 30 days, are to be commended for their foresight. However, other departments are still using FIDIC 87 and maintain the FIDIC 87 payment period of up to 75 days. Notwithstanding this Contractors over the past year or so are generally being paid a lot earlier than 75 days. This is testament to the fact that our joint voice in our sector is being heard and that our Clients are becoming acutely aware of the importance of cash flow.
9. The introduction of 3% withholding tax, which is a prepaid tax, has had a direct impact on our cash flow. 10% Vat which is largely an in and out tax mechanism

has also had its cash flow implications and cost increases. These cost increases were largely inflationary and were not recoverable on existing contracts. The cash flow impact is as a result of the requirement to pay VAT within a specific period of 28 days which often results in the VAT being paid prior to you receiving payment from your Client. This emphasises the need to be paid within the VAT payment period.

10. However, there is still an area that needs urgent attention. That is the response time to contractual matters as this has a devastating effect on our cash flow. While FIDIC 99 has strict time limits for the notification and submission of claims together with a time limit for the response by the Engineer, FIDIC 87 has no time limit for the Engineer to respond. It is not unusual for the Engineer to respond a year or more after the contract has ended. Only at this time, once the Engineer has made a ruling or a determination, is the Contractor entitled to interest payments on the claim amount, if any, and only at this time is the Contractor able to take the matter further to arbitration if he does not accept the ruling or determination. This is a tremendous waste of time with a resultant interest and legal expense burden on the Contractor and the Client.
11. DBES is to be commended for adopting FIDIC 99 and we would like to see other departments adopting FIDIC 99 in the near future. Honourable Minister, we urge you to encourage your other departments to follow DBES' example in this regard.
12. When a contract is awarded there are generally three parties involved. That is the Contractor, the Engineer and the Client. The Engineer is generally responsible for the design of the project and supervision of construction work on behalf of the Client. The Client therefore enters in to two separate contracts, one with the Engineer for the supervision and a second contract with the Contractor for the construction. The largest contract with the greatest risk is with the Contractor. Despite this, the Contractor is generally kept at arms length by the Client as all dealings are dealt with through the Engineer.
13. I recently received a contract to sign from an Engineer which had been nicely bound in a book format. On checking through the document, and there were five copies of about 200 pages each, I discovered that there were a number of important aspects to the contract that were missing.

On asking the Engineer why I was not afforded the opportunity to check the documentation prior to having it bound he advised that the Client had checked it and implied that was good enough. This demonstrates that Engineers do not recognise that the main parties to the Contract are the Contractor and the Client. This needs to change.

14. A Contractor generally only sees the Client and the Engineer once a month at the site meeting. Most of the work is controlled on site by the Engineers staff. When problems arise on site due to design changes, late information etc, the Client is generally unaware of these potential disputes as the matter is being dealt with by the Engineer. When the contractual claims start coming in the Client is usually shocked and sees the Contractor in a bad light. There is no doubt that the Client often places an enormous amount of pressure on the

Engineer not to award the Contractor his contractual entitlements. This inevitably results in arbitration with the resultant delays to contract finalisation.

15. The need for the Client to become more involved with the contract can not be over emphasised. For the contract to be a success there is a need for all three parties involved to work together as a team. All too often each party is protecting their own individual interests to the detriment of the project and the Client is unaware of the real problems on site. As Contractors we are sometimes guilty of holding on to our contractual issues to the end of the contract and then submit a large claim. ABCON is actively encouraging its members to work closer with their Clients and to keep them informed at all times.
16. There is a strange phenomenon in our sector. Despite the fact that we all enter into a Contract with our Clients, no one wants to hear about Claims. Often we are advised at our first site meeting that no one wants to hear about claims. It is inevitable that where there is a contract and in particular with a large contract there will be changes or unforeseeable situations. This will result in entitlements to the Contractor. The Contract spells out clearly what the mechanism is to claim for these entitlements. It is part of our business and we should all get used to it. Claims can result from a number of factors from delayed information, change in the scope of the works or variations, delays caused by service providers etc. What ever the cause, one gets the impression that the Engineer believes it reflects on him directly and the Client believes he does not need to pay. This inevitably leads to conflict with the resultant delays in getting a settlement leading to increased cost to all parties involved.
17. I urge Contractors to submit their claims without delay, as they occur, which will give the Client the opportunity to manage his budget correctly. To our Engineers we ask that the Client be advised of all changes that occur on site together with their contractual implications and to adjudicate our claims without delay. To our Clients we ask that you get closer to the work face to get an appreciation of the changes that occur and their implications. Contractual claims submitted do not go away. So let's deal with them head on, get them out of the way and move forward.
18. The current tender system where the lowest price takes all needs to be reviewed. This is particularly a problem with small to medium contractors who might not have the necessary tendering experience to ensure that their tender price is correct. Believe me; even large contractors make mistakes. A contract that is priced too low has no benefit to the Client as the financial strain on the Contractor inevitably leads to poor workmanship, poor contract relationships and contractual disputes. I'm informed that DBES is now employing a policy of disregarding tender prices that fall out of a percentage envelope of the budget price.

This is commendable and it should lead to a more sustainable construction sector. Low tender bidding on consultancy work has a marked effect on the quality of design and contract supervision which leads to the same problems. The design aspect of any project is the most critical element, is the least expensive and therefore more time and money should be spent here which will ensure a less disruptive contract and a more competitive tender price. As

contractors we would like to see that consultants are assigned design work on a historical performance basis and paid on a cost plus basis. This might cost the Client a bit more initially but would ensure a more cost effective construction phase.

19. As there is a significant shortage of work at present with both Contractors and Consultants struggling to meet their overhead strategy, it is difficult not to price low to achieve your planned turnover. We all need to re-evaluate this strategy and resist the temptation to price low but rather to price the contract correctly and down size our operations to get through this lean period.
20. If the Client wishes to get a well priced tender Contractors and Consultants need to be given a reasonable tender period in which to prepare their bids. Despite the fact that a project can wait for the finance for a number of years, we are expected to price the work within unrealistic tender periods. This only leads to mistakes and poor pricing to the detriment of the project as a whole. This is particularly important on complex projects and projects being priced by small contractors entering the market. What is another couple of weeks for the tender period when the contract has already been delayed by a number of years?
21. Work permits are still difficult to get for certain skills. With the high unemployment rate currently faced by construction workers there is tremendous pressure to employ them. Unfortunately, we are still required to bring in expatriate senior foreman as there is a shortage in Botswana. The Department of Labour does not appear to be able to distinguish between a junior and a senior foreman. This results in permit applications been turned down, the need to then appeal with the contract suffering due to these delays.
22. Please, all remember that the private sector is in this business to make a profit, is entitled to make a profit and without profit, it will go out of business.
23. I thank you all for attention this morning and wish you all well in your deliberations.

5.1 QUESTIONS and COMMENTS

Clarification was sought regarding the escalation formula currently in use in Botswana by the Department of Water Affairs and Water Utilities Corporation. His response was that the formula can be found in FIDIC 99 and that the Department of Water Affairs has been using the formula for almost 8 years.

6. CHALLENGES FACING THE CONSTRUCTION INDUSTRY – A CASE FOR SELF INTROSPECTION: By Jimmy Otsile Mmutle Modise

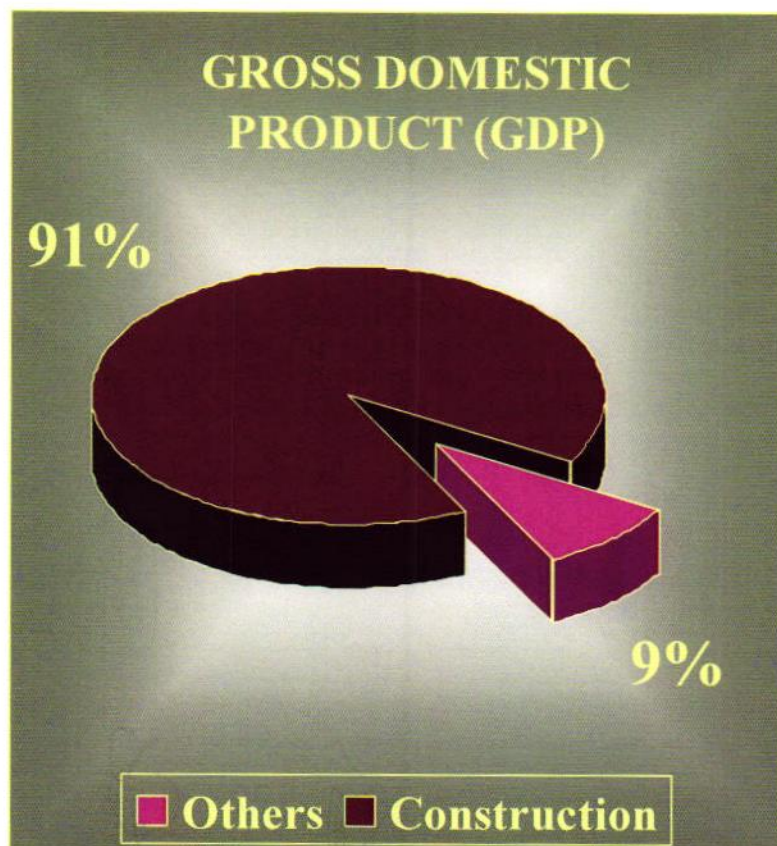
Below is the full presentation on the above topic, delivered by the Director of DBES, Mr. Modise. He specifically stated that the presentation was his personal thoughts and not necessarily the views of government. Hence, his amendment of the topic from Challenges of the Construction Industry in Botswana.

Overview of presentation

- role of the industry
- public perceptions about the industry
- key issues and critical challenges that are facing the construction sector
- opportunities and threats
- conclusion

Role of the industry

- responsible for building the nation's physical infrastructure
- cost of it's services are amongst the fundamental determinants of the country's competitiveness
- an efficient construction sector is amongst the key fundamentals for national success
- the Botswana construction sector represent on average about 9% of GDP excluding the mining sector
- as at March 2005, CSO estimated that the sector employed about 24,000 out of a total labour force of 298,700 people. This represents about 8% of the total labour force



Public perceptions about the industry

- lack of proper planning and design, leading to frequent changes during the building process
- lack of functionality in use
- no or not sufficient control and management regarding time and costs
- lack of quality in construction costs

key issues and critical challenges facing the construction sector

- low and unpredictable profit margins
- fragmented building process with too many contributors
- lack of trust between the parties to the contract
- much more focus placed on conflict resolution rather than creating a good building process
- labour shortages still exist in some trade
- increasingly resorting to litigation to help manage the risk, resulting in adversarial relationships
- demand for construction is an accentuated version of state of the economy
- driven by the pressures of time, cost and programme rather than quality
- workplace reform not accorded a high priority
- lack of capacity in both government and construction sector
- lack of accurate data on which to base decisions
- capital cost dominate design and construction to the detriment of on-going operational costs

Opportunities & Threats

- Introduction of new contracting practices such as d - b, boot, ppps
- inculcating a culture of strategic alliances and partnering arrangements, i.e. joint ventures, consortia, consolidations
- public and construction sector joining hands together to eradicate corruption that is becoming prevalent
- exploitation of it
- efficient asset management allowing for maintenance decisions to be based on life cycle costing principles
- collaboration to create a culture of change to improve the present poor image of the industry
- taking pride in our work by honouring contractual obligations and commitments
- relatively low entry barriers to the industry
- improving public & private sector capacity to manage project delivery
- sector not properly regulated, controlled and managed
- designing or developing skills training strategy
- enhancing the sector's performance
- changing life-long attitudes and getting real cooperation between all contributors to change from conflict based processes to cooperation and win-win situations

- government should, by virtue of its collective purchasing power, play a critical and pivotal role in changing the way business is done in the sector and be a catalyst for change in the industry through initiatives such as :-
 - purchasing on best value for money rather than lowest price strategy
 - using its purchasing power and muscle
 - acting as model and a demanding client
 - acting as a facilitator and partner in bringing the industry together

Conclusions

- generally the sector suffers from either a lack of true image or a negative one hence the onus is really on the sector to address the image challenges it faces
- this great sector of ours has to invest in its own long term future and survival for it to remain competitive and to be able to deliver the desired economic, social and environmental benefits for Botswana.

6.1 QUESTIONS and COMMENTS

- A **question** was asked regarding the status of the recommendations of the last conference in 2004; The question emanated from the observation that some of the issues raised were in fact discussed in the last conference and therefore that there was a possibility to repeat discussions of the same issues.

In response, the Director explained that there was a "gentleman's agreement" between DBES and the private sector in respect of recording the 2004 conference proceedings. Unfortunately, no report was produced and therefore no progress report was available. To correct the omission, a professional rapporteur had been engaged to record the 2006 conference proceedings and produce the report. The private sector had offered to cover the cost of rapporteur.

- **Clarification** was sought regarding communication channels between the client, consultant and contractor. This was following concerns that the roles and responsibilities of each party in the project are sometimes unclear, often resulting in confusion, uncertainties and unnecessary tensions among the project key drivers.

The Director acknowledged the concern. However, he partially attributed the current arrangement on lack of a regulatory entity to control, coordinate, clearly specify and streamline the roles and responsibilities of each project stakeholder. He intimated the need for an Industry Registration Board or Council especially since the issue has been discussed before at other for a including the High Level Consultative Council (HLCC).

- A specific **question** was asked regarding the status of the Engineers Act whose draft has apparently been with the ministry for 13 years. The explanation from the ministry Permanent Secretary (PS) was that the draft

bill is still with the ministry for some changes before it can be taken to another level. Although the ministry was hopeful that the bill would be enacted before the end of 2007, it did not set itself a specific timeframe.

The PS also appreciated the concerns of delegates in respect of setting up an umbrella body to regulate the industry. He went further to suggest that a task force could be set up to speed up the process of establishing such a body. He suggested that the process could include undertaking tours to other countries with such bodies to learn from their experiences for purposes of benchmarking and adapting the best practices to the local situation.

7. PPADB BIDDING PACKAGE (Chair: Mr. Kono)

The topic was presented by Mr. Dikagiso Mokotedi jointly with Ms Dudu Thebe of PPADB. Their complete presentation is as below:

Brief overview of the PPADB Act

- PPAD Act was promulgated in order to govern and control, inter alia, the procurement of any public works, supplies, services and the disposal of public assets through an open and transparent bidding system
- The scope of PPAD Act which came into operation in 2002 applies to all entities of Central Government which are involved in public procurement or the disposal of assets, whether they are located abroad or within Botswana.
- The procurement method and the terms of engagement/contractions of offer are the prerogative of the procuring entity (PE), but its choice must be advised by some of the objectives of the Act which amongst others ensures
 - a) Competition among contractors by using the most efficient and competitive procurement method of procurement to achieve value for money;
 - b) Fair and equitable treatment of all contractors in the interest of efficiency and maintenance of level playing field;
 - c) Accountability and transparency in the management of public procurement in order to promote ownership of the system and minimize challenges thereto; and
 - d) Integrity, fairness of and confidence in the procurement process
- The PPAD Regulations which were released in February 2006 are now available to guide the procurement process and their release should go a long way in assisting the process to move smoothly than was the case before their existence.
- Parts I, II, III, IV, V & VI of the Fourth Schedule of the Regulations detail the various evaluation methods which can be used in a given project.
- PPADB registered contractors are also obliged to abide by the Contractor's Code of Conduct which is intended to act as a deterrent against untoward behavior of PPADB registered contractors.

PPADB procurement cycle

- The new procurement reforms have brought along some challenges in the implementation of projects, and these require all stakeholders to re-position and align themselves with the requirements of the Act. Some of the challenges include:
 - a) Mobilization of the entire country including the business community to understand and to buy-in into the new procurement system so as to avoid delays in the implementation of projects.
 - b) The need to plan our procurement in a manner that will ensure even distribution of work amongst all registered contractors which will ensure their continued existence as well as prevent periodic migration of contractors from one grade to the other in search of projects; or even resorting to fronting.
 - c) Development of the requisite expertise required to draft good tender documents (TOR's)
 - d) *Capacity building – Procurement processes involve various players who individually or collectively contribute to the end product. This process requires communication among those players to build a relationship. Communication therefore is a very important ingredient in this relationship. In communicating to each other, we can be able to build capacity by sharing ideas of how we can all move forward.
 - e) *The need to re-engineer the procurement processes so as to remove any bottlenecks in the system which may delay project delivery.

Basic requirements to facilitate the procurement processes

- Each of the parties involved in the process has to meet the specified time limits so as to avoid project delivery schedule
- Officials/Consultants who are involved in the process have to work within the set time limits when they are evaluating bids on behalf of the PE's & the evaluation reports must be of the right quality to avoid delays.
- Thorough understanding of the various government policies by all those involved in the process is critical to ensure that these are taken into account at evaluation stage where it is necessary to do so. This will save time in that recommendations will not be sent back for consideration of such policies.
- Queries /enquiries raised by the Board on evaluations must be responded to within a reasonable time, say a week, so that the Board can take decisions speedily on recommendations submitted by PE's.
- Bidders must raise their concerns on the TOR's at the right time which is normally set at 2 weeks or 10 working days prior to the closure of the tender so as to avoid last minute cancellation of tenders or postponement of opening of tenders.
- The Board must adhere to the principles of transparency, fairness, integrity & confidentiality and respect so that the process enjoys support from stakeholders.

Evaluation Criteria

- Determined by the procurement method.
- Based on the nature and critical features of the tender, as specified in the ITT.

- Typical evaluation factors include but are not limited to:- Methodology, Experience, Capacity, Capability, Key Personnel and Price
- Compliance criteria include:- VAT Registration and Tax Clearance Certificates, Trade Licence, Registration, etc.
- Section 36 of PPAD Act –No factors outside those explicitly stated in the ITT can be used in arriving at a recommendation

Evaluation Methods

- Quality and Cost Based Selection (QCBS)
Both quality and cost are taken into account, technical bids are evaluated without access to financial bids. Relative weights are given to the quality and cost components. The basis for award is the highest combined score.
- Quality Based Selection (QBS)
Technical bids are evaluated against set criteria using a merit point system. Without access to financial bids, quality is the primary factor and cost shall apply only to the best technical bid.
- Least Cost Selection (LCS)
Technical and financial bids are submitted in separate envelopes. The evaluation method is to identify the lowest priced bid, which meets the commercial and technical service requirements of the PE.
- Fixed Budget Selection (FBS)
The bidders are required to submit the best technical and financial bids within a fixed budget in separate envelopes. The PE must disclose the budget. The Bidder with the evaluated technical bid of highest quality within the stated budget is recommended for award.

The nature of the service will dictate the choice of the selection method.

Evaluation

- Evaluation is one of the main activities in the procurement cycle.
- Evaluation is the process of identifying the bidder who offers the best overall value to the Client.
- Bids are evaluated against a pre-determined criteria as set in the ITT (not against each other)
- There must be at least three (3) evaluators

Evaluation Process

There are three stages to evaluation

- **STAGE ONE – Compliance Check**
 - ❖ Bids are assessed for adherence to the pre-determined compliance criteria.
 - ❖ Bidders are assessed on a pass or fail basis
 - ❖ There is no quality assessment at this stage
- Any bidder not satisfying any of the compliance requirements is disqualified from further evaluation.

Sample Compliance Check

	YES	NO
Trading License	<input type="checkbox"/>	<input type="checkbox"/>
Tax Clearance Certificate	<input type="checkbox"/>	<input type="checkbox"/>
VAT Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Commitment	<input type="checkbox"/>	<input type="checkbox"/>

STAGE TWO – Technical Evaluation

- Only bids that passed Stage One are considered at this stage.
- Technical evaluation is made to determine technical compliance with the specification or scope of work as specified in the ITT.
- The assessment can be either on a technically acceptable/technically unacceptable basis or on a merit point system
- Annotation must be provided to support the score/assessment
- Only bids that are technically acceptable or met the technical cut-off point as set in the ITT proceed to the next stage.
- Technically unacceptable bids or bids that do not meet the technical cut off point are eliminated from further evaluation.

Sample Technical Evaluation

Criteria	Weight	Actual Score	Remarks
Approach/Methodology	25	<input type="checkbox"/>	<input type="checkbox"/>
Capability	15	<input type="checkbox"/>	<input type="checkbox"/>
Key Personnel	25	<input type="checkbox"/>	<input type="checkbox"/>
Experience	15	<input type="checkbox"/>	<input type="checkbox"/>
Capacity	20	<input type="checkbox"/>	<input type="checkbox"/>

The weights shown above are just indicative, they are not in anyway prescribed!
Only bids that passed Stage Two are considered for Stage Three

STAGE THREE – Cost Evaluation

- ❖ Bids are corrected for arithmetic errors
 - ❖ Prices are converted to one currency as stated in the ITT.
 - ❖ Bids are adjusted for price preference, where applicable.
 - ❖ The preferred method to award price scores is where the lowest evaluated price is awarded the maximum score and the rest of the score prorated according to the prices quoted:
- Technical score and financial score are combined according to the weightings stated in the ITT.
 - ❖ Weighted Technical (TW) = Technical Score x Technical Weight
 - ❖ Weighted Financial (FW) = Financial Score x Financial Weight
 - ❖ Total Combined Score (TC) = TW + FW

The basis for award is as stated in the ITT.

Combined Scores

- Combined Scores (Technical + Financial)
- Suppose the weightings were as follows:
 - Technical Weight = 80%
 - Financial Weight = 20%
 - Technical Score for Company Y = 65%
 - Financial Score For Company Y = 70%
 - Then the Combined Score For Company Y = $(65\% \times 0.8) + (70\% \times 0.2) = 52\% + 14\% = 66\%$

Evaluation of Services Tenders

Services are of two types

- Consultancies (including works and IT related consultancies)– usually tender for using the two envelope system and evaluated using either the QBS, QCBS or FBS
- General Services such as catering, security, cleaning, maintenance and repairs – usually tendered for using the one envelope system and evaluated using the LCS

Technical Evaluation – QCBS Two Envelope

Criteria	Weight	Actual Score	Remarks
Approach/Methodology	30	<input type="checkbox"/>	<input type="checkbox"/>
Qualification	15	<input type="checkbox"/>	<input type="checkbox"/>
Experience	30	<input type="checkbox"/>	<input type="checkbox"/>
Capacity	25	<input type="checkbox"/>	<input type="checkbox"/>

Recommendation for opening of financial proposals for those that met the cutoff point as stated in the ITT

Financial proposal is then evaluated. The basis for award is as stated in the ITT – highest combined score

Technical Evaluation – LCS

Criteria	Weight	Actual Score	Remarks
Approach/Methodology	30	<input type="checkbox"/>	<input type="checkbox"/>
Qualification	15	<input type="checkbox"/>	<input type="checkbox"/>
Experience	30	<input type="checkbox"/>	<input type="checkbox"/>
Capacity	25	<input type="checkbox"/>	<input type="checkbox"/>

The basis for award should be as stated in the ITT – Lowest price, provided the bidder met the technical cut-off point of say 70%

Technical Evaluation – QCBS One Envelope

Criteria	Weight	Actual Score	Remarks
Approach/Methodology	30	<input type="checkbox"/> 0	<input type="checkbox"/>
Qualification	15	<input type="checkbox"/>	<input type="checkbox"/>
Experience	20	<input type="checkbox"/>	<input type="checkbox"/>
Capacity	15	<input type="checkbox"/>	<input type="checkbox"/>
Price	20	<input type="checkbox"/>	<input type="checkbox"/>

The basis for award should be as stated in the ITT – highest overall score

Evaluation of Supplies Tenders

- Supplies (includes IT related supplies)
Usually tendered for using the one envelope system and evaluated using the LCS

Evaluation of Construction Works Tenders – Grade OC to C

- Follows the LCS method.
- First stage of evaluation is to determine the bidders whose tender prices are within the $\pm 15\%$ of the pre tender budget estimate.
- Next step is to carry out detailed evaluation starting with the lowest bidder in terms of the tender price in the above shortlist.
- Detailed evaluation comprises of: Compliance check and technical evaluation
- If the lowest bidder is found to be responsive then it is recommended for award of the tender.
- If the lowest bidder is found to be non responsive then the next bidder is considered and the process is repeated until one arrives at the most responsive bidder within the shortlist.

Evaluation of Construction Works Tenders – Grade D to E

- Also follows the LCS method
- First stage of evaluation is to carry out compliance check and shortlist bidders who have complied with the requirements of the tender as per the ITT.
- Next step is to carry out detailed technical evaluation starting with the lowest bidder (within the shortlist) in terms of the tender price.

- Detailed evaluation comprises of: Evaluation of capacity (human + financial + physical), experience of the firm, experience of key personnel, performance in past and current projects, proposed methodology/approach etc. Comparison of the tender price with the pre tender budget estimate.
- If the lowest bidder is found to be responsive then it is recommended for award of the tender.
- If the lowest bidder is found to be non responsive then the next bidder is considered and the process is repeated until one arrives at the most responsive bidder within the shortlist.

Adjudication

- A process to ensure that evaluation has been done in a fair and objective manner. Based on the evaluation report and recommendations submitted to PPADB by the procuring entity. The review is based on a set standard, i.e. pre-determined criteria.
- Particular attention is paid to the following factors in the evaluation of bids by PEs :-
 - Anti-corruption practices
 - Equal opportunity and fair treatment of all Service Providers
 - Competitiveness amongst Bidders
 - Compliance to Tender Instructions, Conditions & Requirements, Item specifications and /or Terms of Reference
 - Consistency in the evaluation; if the evaluation was done in a systematic and consistent manner
 - Conformance to compliance issues (Trade and Value Added Tax (VAT) certificates) and policies (reservation and preferential treatment).

Adjudication Decision

- Approve the PE recommendations and award the tender to the recommended Bidder when in full agreement with the tendering and evaluation processes.
 - Stand-down the PE recommendations to award the tender to the recommended Bidder pending submission of a requirement or clarification of a concern that upon arrival would ensure certainty for approval.
- Defer a decision and:
 - return the evaluation report to the PE for additional information and /or revision of the evaluation process.
- Reject the PE recommendations and:
 - award the tender to a different Bidder, who it believes, deserves to be awarded that tender;
 - appoint an independent evaluation team;
 - Reject all bids and order process commence afresh.

DS CASTLE
news letter

Name	Firstname	Current	Profession
Allison-Broomhead ✓	Graham Ian	y	4q
Brackenborough	William Michael	y	4q
Carrier ✓	Kenneth Michael Morton	y	4q
Chiwila ✓	Amos Gregory Matendeko	y	4q
Davey ✓	Brian Peter	y	4q
Dixon-Warren ✓	Colin Patison	y	4q
Gitau ✓	Lawrence Wambugu	y	4q
Harris ✓	Paul Francis	y	4q
Hutchings ✓	Lawrence James	y	4q
Jones ✓	Gordon Barrie	y	4q
Kille ✓	Alan Arthur	y	4q
Latilla ✓	Kim Everitt	y	4q
Maina ✓	Anthony Mbugua	y	4q
Mathware ✓	Ogaketse Thopho	y	4q
Mmile ✓	Dithologo	y	4q
Magomela ✓	Martin Molso	y	4q
Morton ✓	Timothy Paul	y	4q
Muchengwa ✓	Dorica Milonga Daka	y	4q
Mwitumwa ✓	David Kabuku	y	4q
Orando ✓	Marcellus	y	4q
Oranye ✓	Chike Ikemefuna	y	4q
Osemenam ✓	Emeka Azubike	y	4q
Pololani ✓	Koziba Gumbu	y	4q
Perera ✓	Balasooriya Arachchige Ruwan	y	4q
Price ✓	Owen Sean	y	4q
Pritchard ✓	Gareth Wyn	y	4q
Quille ✓	Denis Declan	y	4q
Richards ✓	Peter Maurice	y	4q
Samman ✓	Joseph	y	4q
Sekucha ✓	Olebile	y	4q
Sergeant	Raymond D	y	4q

End Of Page

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BIDP COUNCIL MEETING ON 24th MAY, 2007

CORRESPONDENCE RECEIVED

Date	Description	From
22/05/07	Payment receipt	Antalis
28/04/07	E-mail: List of unpaid members	G Vlug
01/05/07	E-mail: Casflow statement	G Vlug
14/05/07	E-mail: Constitution review	D Nyekele
21/05/07	E-mail: African Architecture	D Cussen — ET committee
22/05/07	E-mail: Application for Architect post	K Mushonga ✓
23/05/07	E-mail: questionnaires	M G Yates

24/5/07

PROPOSED REGULATION

3. a) Annual Subscriptions to the Institute shall be paid at the following rates:-

(i) Ordinary Members P ~~120~~¹²⁵.00

(ii) Associate Members P ~~105~~¹²⁰.00

(iii) Student Members P ~~70~~⁷⁵.00

(iv) Corporate Members P750.00 ✓

To be ratified by AGM

Name	Firstname	Current	Profession	Email
Adolwa ✓	Mbaja	y	2a	spasys@botsnet.bw
Anderson ✓	Andrew William ✓	y	2a	anderson@zamnet.zm
Askovic ✓	Aleksandar	y	2a	aleksandar@info.bw
Bale ✓	Keboife Bobo	y	2a	keboife@yahoo.com
Beeken ✓	Roger J	y	2a	bma@info.bw
Bergs ✓	Hanns-Gerd	y	2a	hbergsassoc@absamail.co.za
Cuthbert ✓	Ian	y	2a	i.cuthbert@btinternet.com
Gaopotlake ✓	Emmanuel	y	2a	bmarchitects@botsnet.bw
Hla ✓	Tin Tin	y	2a	proarchbw@gmail.com
Hyde ✓	Bernard	y	2a	bhyde@mega.bw
Khin ✓	Aung	y	2a	proarchbw@gmail.com
Kimani ✓	Luci Thoki	y	2a	Lnkimani46@yahoo.co.uk
Lyamuya ✓	Paul Kinanawa	y	2a	lyamuya@mopipi.ub.bw
Macgarry ✓	Kevin Ignatius	y	2a	ac@acc.co.za
Maphepa ✓	Jonathan	y	2a	maphepaj@yahoo.com
Martin ✓	George Paul Lamont	y	2a	peridot@info.bw
Mathe ✓	Sithabile Pauline	y	2a	moralo@broadpark.no
Mazhani ✓	Edward Ted	y	2a	mazhaniet@mopipi.ub.bw
Moapare ✓	Vincent O.	y	2a	vmoapare@gmail.com
Morris ✓	Keith Iles	y	2a	dim@info.bw
Mutungi ✓	Gregory Lutta	y	2a	ramani@info.bw
Narola ✓	Kantilal P	y	2a	karuna@mega.bw
Neill ✓	S	y	2a	dlg@dlg.co.bw
Nthobatsang	Batshetsi	y	2a	nthobs@yahoo.com
Nuttall-Smith	Christopher	y	2a	nsa@inet.co.bw
Nyame ✓	Pedriel Mokwadi	y	2a	pedriel@symbion-int.co.bw
Nyekele ✓	Dennis Hanzoka	y	2a	nyekeledh@yahoo.com
Phiri ✓	Fred	y	2a	dlg@dlg.co.bw
Rai ✓	Jagdish Nathalal	y	2a	jagdish@symbion-int.co.bw
Rajnovic ✓	Predrag	y	2a	pedjar@botsnet.bw
Welfing ✓	Albert Andreas ✓	y	2a	agora@info.bw
Young	David Alexander	y	2a	dya@botsnet.bw

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Matlapeng and Bathuleng**From:** "Gerrit Vlug" <vlug@mega.bw>**To:** "BIDP Ellen" <bidp@mega.bw>**Date:** 25/05/2007 1.57 am

I read in the minutes that they had been accepted as members. I could not print out certificates as I did not receive letters with their membership number.

I have no record of payment by Ntapu.

It is nice that Mr. Giri has paid for his replacement certificate but he cannot get it before he pays the outstanding balance.

Regards,

Gerrit

Re: BIDP member O Basiame

From: "Gerrit Vlug" <vlug@mega.bw>

To: "Secretary" <bidp@mega.bw>

Date: 25/05/2007 12.42 am

I do not have any information about this member. Due to a change (crash) in computers I cannot see my bank statement before 1 July 2000 anymore. There must be a copy of the older bank statements in your office as I have "dumped" the old documentation into the secretary's files a couple of years ago. It is strange that I do not even have his name on the computer anymore. There must have been something wrong with him. Even 444 is missing. I have a list of members which were removed from the computer some time ago but even there he is not included.

We may assume that he paid before 1 July 2000 and not after that, as I have all the subsequent bank statements.

My apologies that I cannot be of assistance any more. He can either re-apply or pay up the missing years.

Regards,

Gerrit

— Original Message —

From: "Secretary" <bidp@mega.bw>

To: "G Vlug" <vlug@mega.bw>

Sent: Thursday, May 24, 2007 5:03 AM

Subject: Fwd: BIDP member O Basiame

I have not received your response to this email.

BIDP member Otshegeditse Basiame membership #0444 would like to renew his membership. Could you please advise when did he last pay his subscription fee. He joined BIDP in September 2001.

Regards,

Executive Secretary, BIDP
Ellen Tshoganetso

BMBP

Copy

THE NEW HEADQUARTERS FOR BOTSWANA TECHNOLOGY CENTRE: LOW-ENERGY BUILDING DESIGN IN A HOT DRY CLIMATE

Authors: Ken Stucke and Rik Leus

Contacts: Busisiwe Mothibi and Tebogo Kemmifhele

Architecture Unit, Botswana Technology Centre, Private Bag 0082, Gaborone, Botswana

Phone: +267 314161 Fax: +267 374677 E-Mail: mothibi@botec.bw, and tebogo@botec.bw

Abstract

The paper describes aspects of the design of the new Botswana Technology Centre (BOTEC) headquarters in Gaborone. The building will serve as a demonstration of appropriate low-energy design strategies for achieving thermal comfort in buildings in Botswana's hot-dry climate.

Keywords

Evaporative cooling; indirect evaporative cooling; daylighting; micro-climate; stack ventilation; solar shading.

1. INTRODUCTION

The new Botswana Technology Centre (BOTEC) Headquarters was recently completed in Gaborone. Apart from providing office, laboratory and workshop space for BOTEC, the building also serves as a demonstration of appropriate low-energy technologies for achieving thermal comfort in buildings in Botswana's hot-dry climate.

BOTEC investigates and promotes technologies appropriate to Botswana. The organisation includes an Architecture Unit (AU) that specialises in low-energy architecture and sustainable development. The AU compiled a visionary design brief for the new HQ that was both demanding and full of opportunities for the design consultants. Together with the design team, BOTEC developed some of the key concepts for the building that have survived in the built form. These main components are the "internal street", the four landscaped courtyards and the deliberate continuation of the external landscape into the heart of the building by these two devices. The internal street organises the complex, creates the main circulation space, and acts as the main passive cooling device. The four courtyards open onto the internal street and provide a passive exhaust system through the solar chimney principle.

From the outset, it was decided that the new headquarters would be technologically and architecturally speaking, a landmark building for the southern Africa region and would demonstrate a range of technologies beyond the now conventional passive solar design. The design brief stipulated that wherever possible appropriate technologies should be expressed and legible in the form of the building. It was also intended that all technologies and construction techniques employed should be replicable with the object that developers of commercial and institutional buildings should be able to understand and make use of these technologies. The Architecture Unit's input to the design focussed on the technologies employed and ensuring that the design achieved a sufficiently high profile.

Anderson and Anderson International Architects were appointed to design the BOTEC HQ building on a six hectare site on which it is also planned to accommodate the Science and Technology Park. The detail aspects of the technology were developed by Arup Botswana (mechanical engineers),

North Atlantic Engineers (electrical engineers) and Anthony Davenport & Associates (civil/structural engineers). The nature of the technology required a close working relation between these consultants in order to achieve a truly integrated services and structure design. Work started on site in December 1998 and was completed and ready for occupation in December 2000.

2. THE NEW BOTEC HQ

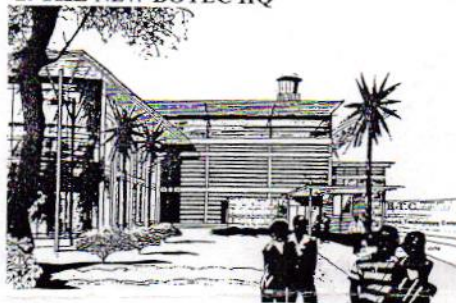


Fig 1: General view of the BOTEC new HQ.

The new HQ is located on a flat, irregular shaped corner site along Machel Drive. The building lay out is such that it responds to existing site features: rock outcrops or 'kopjes' were preserved and form part of the landscaping and existing trees protect the east elevation against the sun. The building consists of two parts: a two-storey main building and a single storey service building. The main building has three distinctive parts: a public building, an internal street and an office building. The public building houses the Technical Information Department, library, cafeteria, meeting rooms and exhibition space. This building has a dynamic curved façade facing Machel Drive. On the ground level the cafeteria opens out into a large terrace. The library on the first floor faces a large terrace: potted trees and garden furniture create a roof garden.

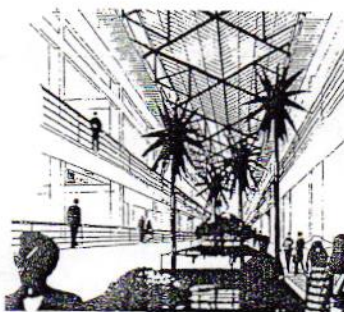


Fig 2: Internal street

The internal street (Fig 2) runs along the east-west axis. It has two purposes: to act as the public interface of BOTECH and to play a key role in the cooling strategy of the overall building. The first purpose is enhanced by creating an exciting space: a very high butterfly roof runs along the entire length of the street, people move along walkways, ramps and bridges, water cascades from one pond to another. The importance of the street with regard to the cooling strategy is explained in detail below. The office building is a rectangular building facing south. Landscaped offices and cellular offices are laid out around the four internal courtyards. They each have a different landscape theme related to the landscape of Botswana: a sub-tropical court, a water court, a desert court and an indigenous court. The courtyards are each topped with four rotating chimneys, adding a dynamic element to these enclosed spaces.

3. CONTROLLING THE ENVIRONMENT: THERMAL

The ambient design temperatures for Gaborone are 38°C maximum and 0°C minimum. Diurnal variations of up to 20°C are experienced. A neutral temperature, the temperature at which the 'average' person is neither too warm nor too cool, [Szokolay 1987] of 23.5°C was calculated for Gaborone giving a thermal comfort range of 21.5°C to 25.5°C. The original brief for the building gave a much wider range of mean maximum temperatures, from 29°C to 20°C. It was therefore accepted from the outset that thermal control by passive means could not keep the interior temperatures within this theoretical comfort range. The hot summertime conditions are the determining factors for producing a strategy for maintaining internal comfort conditions. The strategy employed was to cater for 80% of the cooling requirements through low-energy means, and top up where necessary with air-conditioning.

The building incorporates many strategies to produce a low-energy approach in the harsh Botswana climate. Among these are: thermal mass, solar shading, evaporative cooling, solar chimneys, natural lighting, efficient fittings and water conservation. The two-storey building is oriented so that its long façades face North and South leaving relatively small areas to face East and West. Each façade has been designed taking its particular solar conditions into account, producing a variety of finishes and compositions around the building. The East elevation is protected from the low angle sun by existing mature trees on a kopje that has been integrated into the landscaping of the building.

The cooling strategy consists of three different methods:

1. Passive method

This method uses a number of strategies to create a temperate internal environment. Ceilings in the offices consist of exposed concrete slabs, increasing the thermal mass that in turn results in reducing the temperature swings. Windows in the east and west elevations are protected with vertical metal filigree screens. Large roof overhangs protect the walls in summer time from the sun. East-west orientation of the building reduces impact from the low angled morning and afternoon sun. A double shell roof reduces the impact of the (almost) perpendicular sun in summer.

Essentially the building is a heavy masonry construction of a concrete frame and brickwork infill. Around this various

lightweight steel and aluminium shading devices are applied that protect the glazed areas from the harsh sun. The internal street is a covered outdoor environment that tempers the external environment before supplying the cooling plant with a pre-cooled air supply. Initially, hot external air enters the internal street through the large areas of louvers and begins to cool in the shade. As it cools, it drops to the floor where the trees and water feature provide further cooling through evaporation. Finally it drops through grilled openings in the ground floor and enters the basement where the evaporative coolers are located. At this point the air enters the active cooling phase.

2. Low-energy active mode

This method uses low energy equipment (evaporative coolers) to cool the building. The evaporative coolers are supplied with compressed air and pressurised water, and the pre-cooled fresh air supply described above. Through a humidifier, water is atomised into the air supply for the building. This treated air is blown through the hollow core concrete flooring slabs cooling the thermal mass of the building. The air then enters the office spaces through wall grilles located on the perimeter wall. The office areas are positively pressurised, and after crossing the habitable spaces and being subjected to the internal heat loads within the building, the air is forced through an extract duct system that discharges in a vertical direction within the four courtyards. Each courtyard is capped with a steel structure that acts as a solar chimney and a natural daylight device. The wind turbines that provide the unique aesthetic to the building's exterior form further improve the extraction through the courtyards.

Fresh air is continually pumped through the building in this way throughout the working day and at night for night time purging. It is planned for the building to have three air changes per hour during the day and six during the night. The air supply ducts for the ground floor are located inside a brickwork floor duct closed off by removable floor panels. Those for the first floor are fixed to the ceiling of the ground floor. They have a strong sculptural quality, accentuate people movement and have an educational purpose in visualising the mechanical workings of the building (air supply ducts are painted blue and air exhaust ducts are painted red).

3. Active method

Passive and low-energy methods wouldn't be able to achieve thermal comfort in spaces with high levels of occupancy like the lecture room and the library. Ceiling mounted air conditioners have here been installed to respond rapidly to sudden high demands.

Due to the thermal mass strategy, the ceilings are exposed concrete soffits. The roof is therefore a concrete roof slab that is protected from solar radiation by a reflective steel parasol roof. The long-term average rainfall in Gaborone is 438mm although this is seasonal and unreliable. Water is therefore a valued resource in Botswana; a fact which would normally be seen as conflicting with the use of evaporative cooling as the most significant method of cooling. However, there is a rainy season in Botswana (between October and April-May) and this is taken advantage of by storing the "clean" rainwater from the roofs in a 400 cubic metre

underground tank specifically for use by the evaporative cooling system.

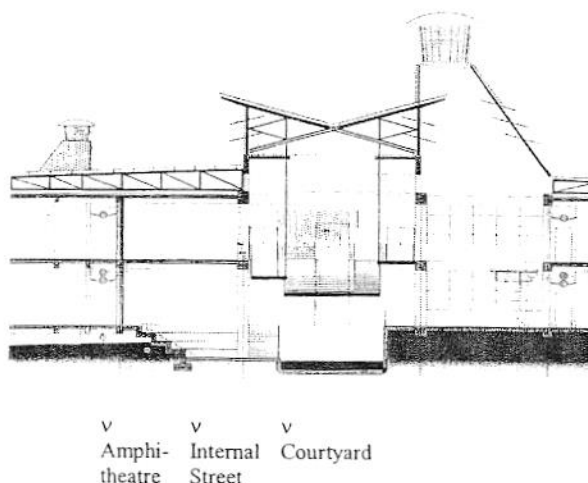


Fig 4: Part cross section

5. CONTROLLING THE ENVIRONMENT: VISUAL

Apart from the glazing to the North façade, areas of glass are kept to a minimum; 25% of the East, South and West façades are glazed. Extensive low-emissivity double-glazing is used on the North elevation but filigree screens protect this from incident solar radiation during the working day.

Shading, daylighting and low energy electric lighting play an important role in the design both from the point of view of reducing heat gains and providing a satisfactory lighting environment. There is good daylight available throughout the year during the business hours between 07.30 and 16.30. The target illuminance for general lighting in workspaces is 300 lux.

On the South façade only vertical devices are required to eliminate the low angle morning and evening sun in summer; clear glass is used on this façade. There are relatively small areas of East and West facing windows that are protected by a combination of vertical shading devices and vegetation.

At latitude 24.45°S, Gaborone is just outside the Tropic of Capricorn so that the sun is always in the North at noon with the highest solar altitude being 88.70°. The South facing windows therefore receive a relatively stable source of daylight from the clear sky vault. This means that a system of permanent supplementary artificial lighting can effectively be used in the ground and first floor offices, laboratories and workshops.

Low energy compact fluorescent lamps are specified almost exclusively throughout the building. The design target for lighting energy in the main lobby, library and offices was 10W/sq.m, 12W/sq.m and 14W/sq.m respectively; in each case, these targets have been met or improved upon. However, in specific areas such as the board room and public areas such as the library and reception, the luminaires have been selected on the basis of their aesthetic qualities rather than their light output.

5. WATER CONSERVATION

In a hot-dry climate, even with the existence of a (not reliable) rainy season, water conservation is important. Gaborone does have piped mains water supplied from the Gaborone dam and this leads developers not seeing the need to conserve water as a problem. However, an aspect of the BOTECH HQ building is to serve as a demonstration of desirable and appropriate technologies and to this end some conservation measures were put in place.

A 400 cubic metre underground tank was provided to collect roof water to supply the evaporative cooling system, and a comprehensive effluent recycling system installed to produce water suitable for irrigating the landscaping that is critical to a low-energy design.

The water recycling system comprises a conventional septic tank from which the waste product is treated through a system of planted rock filters, a nitrification column and a surface flow wetland. Because the HQ building is located in the city of Gaborone, it would normally be expected that the building would connect into the main sewage system. However, such a system is appropriate for use throughout Botswana other than the major urban areas; it was therefore felt appropriate to demonstrate the system.

6. CONCLUSION

Botswana is a large country with a relatively small population and has considerable mineral wealth from its diamonds. Prosperity has resulted in massive development in both the private and public sectors. Energy conservation is not considered as a high priority among developers and clients and the air-conditioned office space still carries connotations of prestige. BOTECH does not have an easy task therefore, in promoting passive and low energy solutions to maintaining comfort conditions in commercial and public buildings.

Since opening, the building has elicited a lot of interest. Visitors are taken around the building and the various strategies explained to them. There is a proposal to establish a comprehensive performance monitoring programme that will assess the energy and water consumed, as well as measuring air temperature, humidity and speed at various locations. The intention is to determine the efficiency of the design strategies employed.

References

Szokolay, S.V. (1987) *Thermal Design of Buildings*. RAIA Education Division, Canberra.

Credits

BOTECH Project Manager; Ken Stucke
Architect; Anderson and Anderson International.
Mechanical Engineer; Arup Botswana.
Electrical Engineer; North Atlantic Engineering Consultants.
Structural Engineer; Anthony Davenport & Associates.
Quantity Surveyor; Fitzwilliam Partnership.
Landscape Architect; Resource Planning Management.
Clerk of Works; Building Project Services.
Main Contractor; Concor Botswana
Nominated Mechanical Sub-contractor; Kentz Botswana
Nominated Electrical Sub-contractor; Siemens