



OHANGWENA REGIONAL COUNCIL

TEL: 065 264300

FAX: 065 263033

Enq: Mr SN. Shangeshapwako (Technical enquiries)

Enq: Mr F. Shipanga (Administrative enquiries)

Private Bag 88011

Eenhana

7 February 2024

**REQUEST FOR SEALED QUOTATION
WORKS**

**MAINTENANCE OF SEWER SYSTEM FOR ONGENGA SETTLEMENT
IN OHANGWENA REGION**

Procurement Reference No: W/RFQ/OHRC17- 09/2023/2024

Bidder's Name	:
Contact Details	Tel :
	Email :
Total Bid Amount (VAT Inclusive)	Figures:
	Words: _____

Clarification must be done in writing on or before **15 February 2024** and should be addressed to the Secretary of the Procurement Committee and emailed to procurement@ohangwenarc.gov.na. Bids with all necessary supporting documents, enclosed in a sealed envelope with the Procurement Reference Number: **"W/RFQ/OHRC17-09/2023/2024"** must be deposited in a bid box at Ohangwena Regional Council Office, 113 Street Eenhana not later than **26 February 2024 at 11H00**

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Private Bag 88011
Eenhana

7 February 2024

Letter of Invitation

TO:
.....
.....

Dear Sirs/Madam

**REQUEST FOR A QUOTATION FOR THE MAINTENANCE OF SEWER SYSTEM
FOR ONGENGA SETTLEMENT IN OHANGWENA REGION**

The **Ohangwena Regional Council** invites you to submit your best quote for the works described in detail here attached.

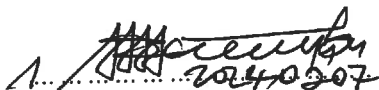
Any resulting contract shall be subject to the terms and conditions referred to in the document.

Inquiries, if any, should be addressed to the following officials:

1. Technical enquiries: **Mr Shangeshapwako SN**, Tel: +264 65 264 300
2. Administrative enquiries: **Mr F. Shipanga**, Tel: +264 65 264 300

Please prepare and submit your quotation by **26 February 2024, 11H00**, in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,


.....
FILLIPUS SHIMHANDA
HEAD OF PROCUREMENT MANAGEMENT UNIT



Summary Description

This Standard Bidding Document for Procurement of Works is to be used when a prequalification process has not taken place before bidding and, therefore, post-qualification applies. A brief description of these documents is given below.

SBD for Procurement of Works

Section I. Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bidding forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Section III. Statement of Requirements

This text hereunder is a guidance for the preparation of the Specifications and Performance Requirements and should not form part of the final document.

Section IV. Priced Activity Schedule

This Priced Activity Schedule forms part of the Contract Documents and shall be read in conjunction with the General Conditions of Contract, Particular Conditions of Contract, Standard Specifications, Project Specifications, and Drawings.

Section V. Specifications and Compliance Sheet

This Section contains the Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured.

Section VI. General Conditions of Contract

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VII. Special Conditions of Contract

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

Section VIII. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security and Quotation Checklist Schedule**, when required.

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SECTION I(A): INSTRUCTION TO BIDDERS

1. Rights of Public Entity

The *Ohangwena Regional Council* reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Preparation of Quotations

You are requested to quote for the works mentioned in Section III, by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

3. Validity of Quotations

The quotation validity period shall be 90 days from the date of bid submission deadline.

4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should:

4.1. Mandatory Documents

- a) have a valid company Registration Certificate (Founding Statement);
- b) have a valid certificate of good standing with the Receiver of Revenue;
- c) have a valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission;
- d) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- e) have a certificate indicating SME Status (for Bids reserved for SMEs);
- f) have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007

4.2 . Additional eligibility criteria

- g) Provide Financial Resources:
 - Letter of intent from commercial bank to provide financial resources
- h) Work Program indicating duration and deliverable milestone
- i) Qualification and Experience of the Key Technical Staffs:
 - Site Agent and General Foreman
- j) Record of Past Experience: Practical experience and or referees of similar works completed
- k) The essential equipment and plants to be made available for the Project by the successful Bidder shall be:
 - Centrifugal sewerage pump, 50m drain rots, Elephant Foot Compactor, Plate Compactor, Jack Hammer, Concrete Mixer, Welding Machine, Drilling Machine, Grinder and Water tank.

SECTION I (A): INSTRUCTIONS TO BIDDERS

NB: The bidder must indicate sufficient plant and equipment for completion of the Project either own, lease or hire agreement.

5. Bid Security/Bid Securing Declaration

Bidders are required to submit a Bid Securing Declaration for this procurement process.

6. Works Completion Period

The completion period for works shall be 2 years after acceptance and issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable.

7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Ohangwena Regional Council with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at *Ohangwena Regional Council, Eenhana* not later than **26 February 2024, 11H00**. Quotations by post or hand delivered should reach *Ohangwena Regional Council, Eenhana* by the same date and time at latest. Late quotations will be rejected. Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, and documents referred to in section 50 (2) will be read, recorded and posted on the Council website and available to any bidder on request within three working days of the Opening.

10. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, to determine the lowest evaluated quotation.

NB: The bidder having submitted the lowest evaluated responsive quotation that is not less than 10% below and 10% above the cost estimates shall be selected for award.

11. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specifications.

12. Prices and Currency of Payment

Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

13. Margin of Preference (Not Applicable)

13.1. The applicable margins of preference and their application methodology are as follows: **Not Applicable.**

13.2. Bidders applying for the Margin of Preference shall submit, upon request, evidence of: **Not Applicable.**

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

15. Performance Security

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of 10% of the contract price.

16. Notification of Award and Debriefing

The Ohangwena Regional Council shall after award of contract promptly inform all unsuccessful bidders in writing, of the name and address of the successful bidder and the contract amount and post a notice of award on its website website at www.ohangwenarc.gov.na and on the government electronic procurement portal, at <https://egp2.gov.na/> within seven (7) days. Furthermore, the Ohangwena Regional Council shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

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SECTION I (B): CONDITIONS OF BID

1. COST OF BIDDER

The cost of bidder will be the responsibility of the Bidder and no additional payment will be made in this regard.

2. BID REGULATIONS

Only original completed Bidders will be accepted and no electronic or faxed copies will be considered.

All entries must be in the same handwriting in black ink or by using the same typewriter. Any cancellation or correction must be done by drawing a line through the incorrect entry and rewriting the correct entry above or beside the incorrect entry, where-after such cancellation shall be initialed in the margin opposite where each cancellation occurs. Incorrect entries shall not be obliterated with erasing fluid.

On submission of Bids, the Bidders will be deemed to have acquainted themselves fully with the Bid Documents, the site conditions, access thereto, local applicable laws and requirements and all aspects of the programme for the manufacture, erection and completion of the works as envisaged in the Documents, prior to pricing and submission of their Bid. Form (Bidder's familiarity with Documents) contained in **Annexure A** of this Document, must be completed, and signed by the Bidder for this purpose. There will be **no pre-bid meeting**.

All prices quoted and payments are to be in the currency of the Republic of Namibia and must exclude VAT. The VAT shall be added, at a rate of 15%, to the Total Bid Amount.

The Bidder must allow in the Bid for all labour, material, construction plant, temporary works, and everything else deemed necessary for the execution and completion of the Works in accordance with the Bid Documents.

Should the Bidder be of the opinion that the Schedule of Quantities does not cover the full extent of items described in the Standard and Project Specifications of the Bid Document, it should be brought to the attention of the Engineer before date of Request for Clarification lapse. Clarification must be done in writing on or before **15 February 2024** and should be addressed to the Secretary of the Procurement Committee and emailed to procurement@ohangwenarc.gov.na. Should it be required, the Engineer will make the required changes and issue an instruction in this regard in the form of an Addendum to the Bid Documents.

If no such notifications are received by the Engineer before the final date for posing of questions, as stipulated in the appendix to the Conditions of Bid, it will be deemed that the payment items included in the Schedule of Quantities are sufficient to enable Bidders to price the Works entirely and no claims in this regard by the successful Bidder will be considered at any stage before, during or after the Construction Period.

SECTION I (B): CONDITIONS OF BID

A Bid will not be regarded as bona fide unless this Document is returned, completed in its entirety with regard to all schedules and forms (except for the Forms of Agreement and Bond).

Any/All Notices to Bidders (Addenda) shall be signed and attached to the back of this Volume.

Bidders that are incomplete may be disqualified at the discretion of the Ohangwena Regional Council. Vague statements may prejudice the Bid and essential details required for assessment and comparison should be complete in every respect.

Bidders shall state in the Schedule of Key Personnel Offered, the name, qualifications and experience of the personnel he intends to provide for the execution of the Works. Form (Schedule of Key Personnel Offered) contained in **Annexure F** of this Document must be completed and signed by the Bidder for this purpose.

Note: All Curricula Vitae and Credentials of proposed Key Personnel must be attached and failure to comply therewith shall result in rejection of the Bid.

The Bidder must complete Form (Financial Statement) contained in **Annexure G** of this Document certifying that his banking account is good and that his financial standing is such that he can be recommended to undertake the work for which he has Bided. The letter in respect of the Bank Manager's opinion on financial ability of the firm to undertake the works for which he has tendered must be attached to this Volume and failure to comply therewith shall result in the rejection of the Bid. The Ohangwena Regional Council shall have the right to call for and receive the Bidder's balance sheet or other financial statements as the Employer may find appropriate before awarding the Contract to the successful Bidder, or at any time during the course of the Contract.

The completed document duly filled in and signed needs to be parceled and sealed in an envelope clearly indicating: **MAINTENANCE OF SEWER SYSTEM FOR ONGENGA SETTLEMENT IN OHANGWENA REGION**, due date as well as the name and address of the Bidder. This parcel/document needs to be delivered/placed into the Bid Box on the date and time stipulated in the Appendix to the Conditions of Bid.

After submission bids, no interviews dealing with the subject can be granted to anybody and no calls or letters bearing on this Bid shall be answered. The successful Bidder will be advised by the Ohangwena Regional Council to this effect in writing. Notwithstanding the above, Ohangwena Regional Council shall have the right when deemed necessary to ask any Bidder for a clarification of his Bid.

3. ACCEPTANCE OR REJECTION OF BIDS

The bidder having submitted the lowest evaluated responsive quotation that is not less than 10% below and 10% above the cost estimates shall be selected for award.

Bids may be rejected in the event of:

- incomplete offers;

SECTION I (B): CONDITIONS OF BID

- irregularities of any kind in either the Bid Form or the priced Schedule of Quantities, or;
- if the prices Bided in the Schedule of Quantities are obviously unbalanced and the Bidder, after being called upon to adjust the same in a reasonable manner, fails to do so within a period of two (2) days after receiving notification to that effect.

4. BID QUALIFICATIONS

Bids must be submitted strictly in accordance with the Bid Documents, i.e. without qualifications. Qualifications in the nature of statements of interpretations of Bid Documents must be avoided and any point of doubt or difficulty should be cleared with the Engineer as early as possible during the Bid Period.

5. VARIATION IN BIDS

If in addition, the Bidder desires to submit alternative methods of construction or any other variations for consideration, separate Forms of Bid, Schedules of Quantities and/or Statements should accompany the Bid setting out the salient features of the alternative or variation proposed.

No Alternative Bid will be considered unless a Bid without any qualifications and strictly based on the Bid Documents is also submitted.

Where it is desired to submit an alternative Bid involving modification to the design or qualifications of the Bid Documents, the following procedure must be observed:

Proposals involving modification of design in whole or in part should be notified in confidence to the Engineer as early as possible during the Bid Period. Following receipt of this notification, the Engineer will give a preliminary opinion as to the acceptability of the modifications proposed; this will not be binding on the Engineer. In their own interest Bidders are advised to provide as much information as possible about the modifications at this stage.

If a Bidder desires to submit for consideration an Alternative Bid which only deviates from the Bid Documents in that a different Time for Completion is offered, it is not necessary to notify the Engineer prior to the closing date of his intention to do so.

If the Bidder does decide to submit an Alternative Bid, it must be accompanied by supporting information, drawings, calculations and a priced alternative Schedule of Quantities to enable the Engineer to fully assess the technical acceptability, construction time and cost thereof.

When a qualified Bid is submitted it must be made in the form of an Alternative Offer, showing the financial or other implications of the qualification(s) on the unqualified Bid. Any Alternative Bid involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the Contract.

SECTION I (B): CONDITIONS OF BID

A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving which it can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended Contract for signature.

6. AMENDMENTS TO BID BY Council

Arithmetical errors

The council reserves the right to correct arithmetical or other errors in the extension of rates and totals in the Bid. In no case will Bided Rates be adjusted when correcting such errors.

Imbalance in Bided Rates

In the event of there being any rate or rates which are declared to be unacceptable, the Bidder will be requested to:

- justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, and subsequently to
- consider amending and adjusting such rate or rates while retaining the Bid Sum unchanged and fixed. It must be understood that in the event of the Bidder refusing to adjust any rate or rates to the satisfaction, such refusal may prejudice his Bid.

7. DISQUALIFICATION OF BID

The Bid of any Bidder who has not conformed to these Conditions of Bid and the instructions reflected in any official Bid Notice may be disqualified at the discretion of the evaluation committee.

8. PERFORMANCE SECURITY

The successful Bidder shall provide, to the Engineer's satisfaction, within fourteen (14) working days of the date of receipt by him of the Letter of Acceptance, a Performance Security to the value of the amount stipulated in the Letter of Acceptance. A Performance Guarantee issued by either an associate company of the Contractor or a private person or persons is not acceptable.

A pro-forma of the Performance Guarantee has been included in the Schedule section of this Document, but shall not be completed at Bid stage.

Failure to comply within the allotted time frame shall result in the bidder being penalised for the late submission of the required Performance Guarantee.

9. INSURANCE POLICIES

The successful Bidder shall submit for the Engineer's perusal and to his satisfaction, within fourteen (14) working days of the date of receipt by him of the Letter of Acceptance, the insurance policies and the receipts for the current premiums as are requested **SSC**.

10. FAILURE TO COMPLY WITH CLAUSES 8 AND 9 WITHIN THE TIME LIMIT

Failure of the successful Bidder to comply with clauses PERFORMANCE SECURITY and INSURANCE POLICIES within the time limits shall result in further Conditions of Contract being imposed by the Employer.

11. COST INCURRED BY BIDDER

Ohangwena Regional Council will not be responsible for or pay for expenses incurred or losses suffered by any Bidder in the preparation and submission of his Bid or in visiting the Site in connection thereof.

12. BID ALL-INCLUSIVE

General

The Bidder shall allow in the Bid full compensation for all labour, material, construction equipment, temporary works, taxes, levies and everything else deemed necessary for the execution and completion of the Works in accordance with the Bid Documents.

Taxes and Levies

The Bided Rates and amounts shall exclude Value Added Tax (VAT). The VAT shall be added, at a rate of 15%, to the Total Bid Amount.

Signing of Contract

The successful Bidder shall sign the Contract Agreement within a period of fourteen (14) days after receiving the Letter of Acceptance.

Stamp Duties

All stamp duties in connection with the contract shall be paid by the Contractor.

Legal Aspects

The laws of the Republic of Namibia shall be applicable to the Contract created by the acceptance of a Bid and each Bidder shall indicate a place in the Republic and specify it in his Bid as his domicilium citandi et executandi where any legal process may be served on him.

13. CONDITIONS OF BID BINDING

The Conditions of Bid shall be binding upon all Bidders submitting a Bid for the service or services stated in the Bid Documents, and submission of a Bid shall be considered as an Agreement to all the Conditions of Bid.

14. TIME FOR COMPLETION

Time for Completion of the Project will be as stipulated in **SSC**. Alternatively, Bidders may submit a reduced construction period for completion of the Works as part of an Alternative Bid.

15. Preference to locally based contractors

Locally based contractors shall receive preference in the adjudication of the Bids.

16. Enquiries

All technical enquiries in connection with this Bid must be addressed to **Mr SN Shangeshapwako**; while administration enquiries should be addressed to **Mr F. Shipanga**.

The bid clarification inquiries must be in writing and addressed to Procurement Management Unit email: procurement@ohangwenarc.gov.na. The bidder may pose written enquiries to Chief Administrative Officer until, **15 February 2024, 11H00**.

SECTION II: QUOTATION LETTER

[COMPLETE THIS FORM WITH ALL THE REQUESTED DETAILS AND SUBMIT IT AS THE FIRST PAGE OF YOUR QUOTATION WITH THE PRICED ACTIVITY SCHEDULE AND DOCUMENTS REQUESTED ABOVE. A SIGNATURE AND AUTHORISATION ON THIS FORM WILL CONFIRM THAT THE TERMS AND CONDITIONS OF THE RFQ PREVAIL OVER ANY ATTACHMENTS. IF YOUR QUOTATION IS NOT AUTHORISED, IT WILL BE REJECTED

Quotation addressed to:	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instructions to Bidders

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead *[forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]*

The validity period of our Quotation is _____ days *[insert number of days]* from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the quotation validity.

Works will commence within _____ *[insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within _____ *[insert number]* days from date of issue of Purchase Order/ Letter of acceptance.

Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./E-mail	

Appendix to Quotation Letter

**BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))**

Date:

Procurement Ref No.:

To: OHANGWENA REGIONAL COUNCIL

PO Box 88011, Eenhana, Namibia

Telephone: +264 65 264 300 / Facsimile: +264 65 263 033

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) **a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) **refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) **failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or**
- (d) **failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:
[insert signature of person whose name and capacity are shown]

Capacity of:
[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:
[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____
[insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the Labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

- 1. A labour inspector may conduct unannounced inspections to assess the level of compliance*
- 2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

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SECTION III: STATEMENT OF REQUIREMENTS

SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

PROJECT SPECIFICATIONS

PREFACE TO THE PROJECT SPECIFICATIONS

This part of the document contains a general description of the project, site conditions, available and required site facilities, aspects requiring specific attention, requirements to be met by the Contractor as well as a list of the Standardized and Particular Specifications applicable to this Contract.

PS 1. SCOPE

The scope of works comprises of: Site establishment, Construction gravel roads, and De-establishmen.

PS 2. STATUS

In the event of a discrepancy between the Project Specifications and a part or parts of the SABS 1200 or equivalent SANS 2001 Standardised Specifications, the Schedule of Quantities or the Drawings, the various documents, lists and schedules comprising the contract documents shall have the following order of precedence (from highest to the lowest order):

- Memorandum of Agreement;
- Letter of Acceptance;
- The Notice(s) to Bidderers;
- Letter of Bid;
- General Conditions of Contract
- Project Specifications;
- SABS 1200 (or equivalent SANS 2001);
- Bid Drawings;
- The priced Schedule Of Quantities; and
- Forms to be completed by the Bidderers.

PS 3. INTRODUCTION

The project scope of work under this Contract comprises the: **MAINTENANCE OF SEWER SYSTEM FOR ONGENGA SETTLEMENT IN OHANGWENA REGION**

The full scope of the works required to be carried out under the contract, may increase or decrease depending on budgetary constraints on the project. Provisionally, however, it is envisaged the following shall comprise the works:

Maintenance Works:

- Maintenance of 4 submersible sewer pumps once per quarter
- Cleaning of 65 manholes
- Cleaning of 4 Pump Sumps

SECTION III: STATEMENT OF REQUIREMENTS

PS 4. LOCATION OF THE PROJECT & ACCESS

The site for the **MAINTENANCE OF SEWER SYSTEM FOR ONGENGA SETTLEMENT** in Endola Constituency, Ohangwena Region.

PS 5. TOPOGRAPHY, GEOLOGY AND VEGETATION

The site is situated on a fairly flat topography

PS 6. CLIMATE

Ohangwena has a semi-arid climate, with hot summers and warm winters (with mild days and cool nights). The average annual precipitation is 550mm, with most rainfall occurring mainly during summer.

Note: The above-mentioned annual rainfall ranges may vary from time to time. The inclusion of this data is merely for indication purposes. In the event of claims arising as a result of adverse climatic conditions.

PS 7. PRECIPITATION

The project area is situated in a semi-arid zone. The annual average rainfall ranges is 550mm.

PS 8. NATURE OF GROUND AND SUBSOIL CONDITIONS

The bidders are to fully acquaint themselves with the subsoil conditions in this area. No specific payment shall be made if unstable ground is encountered during construction. The bidders must therefore, if considered necessary, allow in the normal work rates for such possibilities.

Note: The above-mentioned information is a general guideline and will not relieve the Contractor of his responsibilities in terms of the General Conditions of Contract to satisfy himself with the conditions on site.

PS 9. GENERAL DESCRIPTIONS OF THE WORKS

This section of the Contract merely represents an outline of the Works and does not limit the work which may be required to be carried out by the Contractor under this Contract. Approximate quantities of each type of work to be carried out in accordance with the Contract Documents are listed in the Schedule of Quantities in conjunction with Construction Drawing.

a) General:

The general items of work to be executed under this Contract include the following:

- Maintenance of 4 submersible sewer pumps once per quarter
- Cleaning of 65 manholes
- Cleaning of 4 Pump Sumps

PS 10. CONSTRUCTION PROGRAMME

The expected target dates for this Contract are as follows:

- | | |
|---------------------------------|------------------|
| a) Bid Closing | 26 February 2024 |
| b) Award of Contract | 6 March 2024 |
| c) Commencement of Construction | 15 March 2024 |
| d) Completion of Project | 15 March 2026 |

SECTION III: STATEMENT OF REQUIREMENTS

The above-mentioned dates are estimated start dates and could vary depending on various unforeseeable circumstances. Should the above dates not be met, it shall not entitle the Contractor to claim for any additional time and cost.

PS 11. EXISTING SERVICES

There is a possibility of existing underground services on site comprising electrical line, sewer line and telecom cables.

PS 12. WATER AND SEWER RETICULATION LINES; AND ELECTRICAL RETICULATION LINES.

The existing services, if required, shall only be relocated or rerouted upon the prior written confirmation of the Ohangwena Regional Council. Any alterations to the existing services shall be carried out by the Contractor.

It shall be the Contractor's responsibility to fully acquaint himself with the conditions on the site prior to the commencement of the Works. In addition, the Contractor shall be required to expose all existing services on site and bring them to the attention of the Engineer. The Contractor shall make himself acquainted with the positions of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to "known" existing services caused by or arising out of his operations. Existing services shall be considered "known" if it is either shown on the construction drawings or shown to the Contractor on site. The penalty for damage to a "known" existing service shall be the full cost of repairing and reinstating such a service.

In the event of damage to a known existing service, the Contractor shall repair the damaged service and reinstate within the shortest possible time (less than 5 hours). In addition, the Contractor shall avail the necessary labour (as ordered by the Engineer), as far as practicable, to assist the relevant Service Department (Settlement Office).

PS 13. EXPOSING OF EXISTING SERVICES

Prior to the commencement of the Works, the Contractor shall be required, with the aid of the existing and available drawings, to expose all existing services situated in the road servitude that may directly or indirectly affect the execution of the Works.

The Contractor is therefore required to make allowance for a time frame of one (1) week for the searching for and exposing of the existing services on the project. The full cost of carrying out the above, shall be covered by provisional sum under payment item: "Location and protecting of existing services" in the Schedule of Quantities.

PS 14. EXISTING ELECTRICAL SERVICES

There is an electrical supply lines (electrical poles and cables) situated on the site. The Contractor is therefore advised to take great care whilst working in the vicinity of these sensitive structures.

PS 15. SITE FACILITIES REQUIRED

PS 15.1 CONTRACTOR'S CAMP

The Contractor will establish his site camp and material storage area at a location on Site that shall require the prior approval of the Engineer.

Before occupying the Site for the execution of this Contract, the Contractor shall submit for the Engineer's approval a proposal for the layout of all his camp and storage areas.

SECTION III: STATEMENT OF REQUIREMENTS

PS 15.2 ACCOMMODATION OF EMPLOYEES

With the exception of a night watchman, employees may not be housed or accommodated on the site of the Works.

PS 15.3 WATER, ELECTRICITY AND SEWAGE

The Contractor shall make his own arrangements for the supply of water, sewer, telecommunications and power required by him for the execution of the Works. The Bidder shall allow for the cost of all such arrangements.

Water, telecommunications, and electricity required for the Works may be taken from suitably situated supply points, upon making arrangements with the local authorities or other applicable authorities. The costs incurred for usage and in installing water, telecommunications and electrical supply lines from the supply points to the construction camp and/or Works shall be borne by the Contractor. The Contractor will be held responsible for any damages to the supply lines and fittings for the duration of the Contract.

PS 15.4 CONTRACTOR'S SITE SANITARY FACILITIES

The Contractor shall provide and maintain adequate and proper ablution facilities for his site personnel. Latrines shall be effectively screened from view and maintained in a clean and sanitary condition. The Contractor shall make all the necessary arrangements for the regular removal and emptying of the sanitary pails at his own cost.

If at any time the Contractor fails to observe the previously mentioned conditions and after being notified by the Engineer, fails to rectify conditions, the Engineer shall have the right to order such materials and appoint any workers as may be seen necessary to maintain the sanitary facilities as set out above. All related costs will be borne by the Contractor.

PS 15.5 LABORATORY FACILITIES

The Contractor will not be required to have a testing laboratory on site. A recognised and approved testing laboratory shall be appointed by the Contractor to carry out all acceptance control as required by the Project Specifications. The Contractor shall carry out sufficient checks and tests to satisfy himself that the materials used and workmanship (i.e. the quality of construction and adherence to the specified tolerances) complies with the provisions of the SABS 1200 (or SANS 2001).

All testing methods and frequency shall be strictly in accordance with the methods specified in the applicable SABS 1200 (or SANS 2001) standard. No additional payments will be made towards the testing of work and the Contractor should allow for the required testing in his Bid.

The Engineer shall (from time to time and as deemed necessary), within the provisions of the Contract, carry out acceptance control testing to verify the testing certificates produced by the approved independent laboratory as well as the materials produced by the Contractor for the incorporation into the Works.

Note: A prime cost sum has been provided in the Schedule of Quantities for any tests directed by the Engineer.

PS 15.6 CONTRACT SIGNBOARD

N/A

PS 15.7 SITE INSTRUCTION BOOK

SECTION III: STATEMENT OF REQUIREMENTS

A site instructions book for site instruction purposes shall be availed by the Contractor and only instructions received from the Engineer shall be considered formal and binding.

PS 15.8 SITE DIARY BOOK

A site diary book shall be availed by the Contractor to record the day-to-day events on the site. It is in the Contractor's best interest to keep the Site Diary Book up to date.

PS 15.9 REQUEST FOR APPROVAL OF WORKS BOOK

A request for approval of works book shall be availed by the Engineer to record and request formal inspections of the completed works. No formal inspections of the completed works shall be conducted prior to the completion of the form.

PS 15.10 REQUEST FOR INFORMATION (WORKS)

A request for information pertaining to the Works shall be availed by the Engineer to the Contractor to request critical information pertaining to the Works. Formal replies shall be recorded in this book and followed with a written site instruction (if required).

PS 16. FEATURES REQUIRING SPECIAL ATTENTION

PS 16.1 SITE MAINTENANCE

All rubbish, tools, tackle, plant, and material must be removed immediately from site as soon as it is completed. The site should be left neat, tidy, and in orderly state.

PS 16.2 SUPERVISORY STAFF

The Contractor shall ensure that sufficient supervisory staff, the required transport, instruments, equipment and tools are available to control works on site. The Engineer or his representative will not act as supervisor, foreman or surveyor.

All construction activities shall be executed and supervised by suitably qualified and experienced personnel.

PS 16.3 QUALITY ASSURANCE

The quality of work and workmanship will be strictly monitored and in no way will work quality be compromised. All work shall meet the requirements of the specifications. The quality of work is not negotiable.

The Quality Assurance System shall consist of procedures and checks and balances to ensure compliance with all requirements of the contract.

PS 16.4 SOURCES OF MATERIALS

Contractor should obtain own material from commercial suppliers at his own cost.

PS 16.5 QUANTITIES

The quantities as set out in the Schedule of Quantities are mere estimates only. The quantities of work finally accepted and certified for payment and not the quantities given in the Schedule of Quantities shall be used for the determining payments to the Contractor.

SECTION III: STATEMENT OF REQUIREMENTS

The amount of quantities of material stated in the Schedule of Quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.

The stating of quantities of material or amount of work in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute the Works. The Contractor shall check the quantities of material required before ordering any materials. The order in which the Works are to be carried out shall be subject to the approval of the Engineer.

The validity of the Contract shall in no way be affected by difference between quantities in the Schedule of Quantities and the quantities certified for payment. Work shall be valued at the rates or lump sums bid and accepted by the Council, subject to the provisions of the General and Particular Conditions of Contract.

PS 16.6 TRAFFIC CONTROL AND ACCESS TO PROPERTY

The Contractor must allow for provision and erection of all necessary barricading, road traffic sign-boarding, lighting and for the posting of flagmen. When sections of the road have to be closed, the correct warning signs have to be displayed in positions which will allow traffic to change course without vehicles having to reverse or turn around. The road signs to be displayed during the Contract shall be in accordance with "The Namibian Roads Signs Policy".

The Contractor shall be responsible for the supply, erection and maintenance and removal of the road signage. The costs shall be deemed to be included in the Contractor's bid rates.

All work shall be done with the least interference with traffic and the Engineer shall have the power to demand rearrangements if, in his opinion, traffic is unnecessarily hampered. Continuous access to property must be afforded to residents by the Contractor at all times.

PS 16.7 AD-HOC MEETINGS

The liaison between all parties involved in this Contract is of prime importance. The Contractor therefore needs to arrange ad-hoc meetings with Telecom, Nored, Namwater and the Employer and other relevant service providers.

PS 16.8 SECURITY

It shall be the responsibility of the Contractor to control access to the site during the execution of the Contract to prevent any unauthorised persons from entering the site. The Contractor shall provide security guards for this Contract as he deems fit.

PS 16.9 SAFETY AND SAFEGUARDING OF EXCAVATIONS

The Contractor shall appoint a Responsible Person as well as an assistant for him and their names shall be forwarded to the Engineer in writing before any work may commence. The Responsible Person shall be legally responsible for all safety on site. No work may be executed on site if neither of these two persons is on site.

Any excavation or spoiled material (dumps) that may, in the opinion of the Engineer, be a danger to the public or property must be barricaded in such a way that no accident or damages will occur to the public or property during construction.

SECTION III: STATEMENT OF REQUIREMENTS

The Contractor will be responsible for the safety of his personnel and the site in general at all times. All laws, rules, and regulations including the Machinery and Occupational Safety Act shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public, and equipment.

PS 16.10 SURVEY BEACONS, BENCHMARKS AND REFERENCE PEGS

The Contractor shall note that all erf pegs have been placed. Therefore the Contractor is responsible for locating and exposing of any existing power and water supply pipelines or services that may obstruct any of the works to be constructed and for the setting out of the Works. No separate payment will be made for this. A set of survey beacons and benchmarks will be provided by the Engineer to enable the Contractor to set out the Works. It will be the Contractor's responsibility to confirm that all of the pegs, as indicated on the drawings, have been placed and inform the Engineer of any missing reference pegs, prior to commencing with the Works. In addition, all block corners have been set out by a Land Surveyor and it shall be the Contractors responsibility to make enquiries with the Land Surveyors as to the nature of the corner pegs and how they are marked in the field and to find them. The Contractor is also responsible for ensuring that no survey beacons, benchmarks or erf corner pegs are covered or disturbed. The cost of the re-establishment of any survey beacons, bench marks, reference pegs or erf corner pegs, disturbed by the Contractor shall be for the Contractor's account.

The Contractor shall have a period of one (1) weeks in which to verify the information. Should the Contractor not inform the Engineer of any missing reference pegs during the one (1) week period, the Engineer shall accept that the supplied information is correct.

The Works shall be set out by a suitably qualified surveyor. The Contractor is responsible for the setting out of the Works and no separate payment will be made therefore as the cost involved for the setting out of the Works is deemed to be included in the bid sum for the item "Contractor's General Obligations" in Section 1200A in the Schedule of Quantities.

Note: *Only pegs that need to be removed during construction shall be paid for by the Employer. At the end of construction all erf pegs are to be visible and clearly marked.*

PS 17. CERTIFICATES OF PAYMENT

The Statement to be submitted by the Contractor in terms of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall comprise at least three sets of A4 sized copies. The estimated value of the Works executed during the month shall be agreed with the Engineer on the site prior to the preparation of the Statement. The quantities claimed for the various items shall be accurate and shall not simply be guessed or based on a percentage of the scheduled quantity.

Note: *In the submission of the Payment Certificate, the Contractor must supply documentary proof of quantities and calculations, sketches etc. of work to be claimed in the Payment Certificate.*

SABS 1200 payment clauses not shown in the Schedule of Quantities will not be applicable to the Contract. Only the payment Clauses shown in the Schedule of Quantities shall prevail.

In addition, the Contractor should make provision in his rates to cover all incidentals required as per drawings to perform the task to the satisfaction of the Engineer. All costs for the preparation and submission of the aforesaid Statements shall be borne by the Contractor. The Engineer shall check and certify the payment and issued the checked Payment Certificate to the Employer for approval and payment.

SECTION III: STATEMENT OF REQUIREMENTS

PS 17.1 VALUE ADDED TAX (VAT)

The prices and rates to be inserted in the Schedule of Quantities shall be full inclusive values of the work described under the several items. It will include all costs and expenses which may be required in and for the construction of the Works described together with all general risks, liabilities and obligations set forth or implied in the documents on which the bid is based.

All items in the Bill of Quantities must be priced exclusive of VAT. VAT shall be added, at a rate of 15%, to the Total Bid Amount.

PS 17.2 GENERAL ADVANCE PAYMENTS

No advance payments will be made.

PS 17.3 ADVANCE PAYMENTS FOR PLANT AND MATERIALS

No advance on materials on site will be paid to the Contractor. In addition, prior to the processing of any "Materials on Site" payments can be made, the ordered materials shall need to be visually inspected and approved by the Engineer.

PS 17.4 INTERIM PAYMENT CERTIFICATES

No Interim payment.

PS 18. WORKING HOURS

The Contractor shall limit his operations to normal working hours, which shall be defined as sunrise to sunset, Monday to Friday. The Contractor shall make allowance for all working restrictions, public holidays, and the normal construction industry holidays, in his bid. The normal industry holiday runs from early December to early January, but is not statutory.

Should Sub-contractors be employed by the Contractor, such Sub-contractors will follow the same working hours as the main Contractor. Therefore the Sub-contractor shall ensure that his labour pay weekends and any other non-working days, coincides with that of the main Contractor. A Sub-contractor will not be allowed to work on site without the Contractor's Representative on site.

PS 19. NON-WORKING DAYS

The Contractor shall not work on the statutory public holidays as listed below:

New Year's Day (1 January);

Independence Day (21 March);

Good Friday;

Easter Monday

Workers Day (1 May);

Cassinga Day (4 May);

Ascension Day;

Africa Day (25 May);

Heroes Day (26 August);

International Human Rights Day (10 December); and

Christmas Day and Family Day (25/26 December).

Note: Where any of these days fall on a Sunday the following Monday will be a special non-working day.

SECTION III: STATEMENT OF REQUIREMENTS

PS 20. DISPOSAL OF SPOIL OR SURPLUS MATERIAL

No indiscriminate disposing of material shall be permitted. Surplus or unsuitable materials shall be spoiled at an approved site selected by the Contractor. Unused and good quality surplus material obtained from on-site excavations can be spread on site upon approval of the Engineer.

Building rubble and domestic waste shall be removed from site and be dumped at approved municipal waste disposal sites and no additional payment will be made, as all costs (excavating, loading and hauling irrespective of distance) will be deemed to be included in the bid rates. Burning of any kind of waste on site is prohibited.

PS 21. DRAWINGS

All information in the possession of the Contractor that is required by the Engineer or his representative to complete the as-built drawings must be submitted to him before a Certificate of Completion is issued.

Only figured dimensions shall be used and drawings shall not be scaled unless required by the Engineer. The Engineer will provide the dimensions that may have been omitted from the drawings.

PS 22. SAMPLES

The Contractor shall supply the required samples at his own cost in terms of the General Conditions of Contract. Materials or work that does not conform to the approved samples shall be rejected. The Engineer reserves the right to submit samples for test to ensure that the material used in the Works complies with Project Specifications.

PS 23. NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract to safeguard the works and public. Notices, signs and barricades as well as advertisements may be used only if approved by the Engineer. The Contractor shall be responsible for the supply, erection and maintenance and removal of the road signage. The former shall be deemed to be included in the Contractor's bid rates.

The Engineer has the right to have any sign, notice or advertisement moved to another position, should they in any way prove to be unsatisfactory, inconvenient or dangerous to the general public. Such barricades shall be provided at the Contractor's own expense.

PS 24. WORKMANSHIP AND QUALITY CONTROL

PS 25.1 WORKMANSHIP

The onus shall rest on the Contractor to produce work that conforms to the requirements of the specifications and drawings. The Contractor shall at his own expense institute quality control system to provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff (with all transport, instruments and equipment) to ensure adequate supervision and control of the works at all times. The cost of supervision and process control and including testing carried out by the Contractor shall be deemed to be included in the rates bid for the related items of work.

The Contractors' attention is drawn to the provision of the various standardised specifications regarding the minimum frequency of testing required for his process control. The Contractor shall at all times at his own discretion increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination,

SECTION III: STATEMENT OF REQUIREMENTS

the Contractor shall furnish the Engineer with the results of the relevant tests, measurement and levels to indicate compliance with the specifications.

PS 25 ENGAGEMENT OF AN APPROVED QUALITY CONTROL LABORATORY

In addition, to the above quality control, the Contractor shall engage the services of an approved independent laboratory for the testing of materials and quality testing to ensure that his work complies with the specifications.

PS 26 PROVISION OF SURVEY INSTRUMENTS

The Contractor shall avail the Engineer's representative with good quality survey equipment as may be necessary to carry out routine spot checks of the Works. The survey equipment shall be maintained in good order at all times.

The Contractor shall provide at his expense two (2) persons to assist the Engineer's representative when checking any section of the Works.

PS 27 INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these documents or provided separately, is being offered in good faith. However pertaining to the information supplied, no guarantee can be given that all the information necessary is correct or representative. More specification the above is applicable to all materials surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling and the natural variation of the material of the formations being investigated and the measure of confidence with which the respective conclusions can be drawn for the investigations carried out. The above, can be extended to the information supplied pertaining to the existing services as indicated in the bid drawings. The Employer accepts no liability for the correctness or otherwise information supplied or for any resulting damages, whether direct or consequential, should it prove that during the course of the Contract that information supplied is incorrect or not representative. Any reliance placed by the Bidder on this information shall be at the Contractor's own risk.

PS 28. REPORTING

In addition to the progress reports required in terms of Sub-Clause 4.21 of the General Conditions of Contract, the Contractor shall submit the following reports on a monthly basis:

- (i) Labour statistics, including the number and gender split of all employees; a breakdown by age group; functions and skills; the number of unskilled people employed specifically for the project; and any other statistic required by the Employer.
- (j) An accurate cash flow forecast, taking into account the work done to date and any programme revisions.

PS 29. LABOUR

PS 29.1 EMPLOYMENT OF LOCAL LABOUR

The Contractor should as far as practicable make use of the local labour force that is presently unemployed. The Contractors attention is drawn to the utilisation of the local labour residing in the immediate project area.

To this end, the Contractor shall be required to limit non-local employees to key personnel only and to employ and train local labour on this Contract. In terms of the provisions of the Bid, the

SECTION III: STATEMENT OF REQUIREMENTS

Bidder shall be required to complete a form relating to the key personnel to be availed for the Contract.

It is the intention of the Government of the Republic of Namibia to provide scarce employment opportunities to local inhabitants in the project area. Only with the written consent of the Employer may the Contractor import and employ unskilled labour not residing permanently in the project area. The contractor has to submit evidence that he has unsuccessfully tried to recruit such persons from the project area if he wants to import labour into the project area.

Additional employment objectives of this project are to ensure that gender equality is achieved and that equal opportunities are afforded to all ages that are fit and able to work under Namibian legislation. The Contractor shall be tasked to ensure that these objectives are met as far as possible during the recruitment process, and to submit proof thereof to the Engineer.

The same shall apply to semi-skilled labour. Only with the written consent of the Engineer may he then import such semi-skilled labour to the project area. Non-compliance with this requirement shall be sufficient reason for the cancellation of the Contract.

PS 29.2 LABOUR RECRUITMENT

It is very important that the relevant local authority is approached at the outset of the recruitment process and that they are involved throughout the process. The recruitment of labourers has to be carried out in two stages as follows:

- (a) An information brochure must be submitted to the local authority office, who in turn shall communicate the project details to the respective members of the community. The Engineer will assist the Contractor to compile the brochure and may (on request) provide assistance with the recruitment procedure. The brochure should contain the following:
 - (i) A brief description of the project;
 - (ii) The purpose of the project;
 - (iii) Construction method(s);
 - (v) Recruitment procedures;
 - (vi) Recruitment meeting (venue, date and time).
- (b) A meeting shall be held at a venue agreed upon with the local authority concerned. The recruitment procedure at the meeting should then be as follows:
 - (i) The aims and objectives of the project should be read out first and explained;
 - (ii) Methods of construction should be explained;
 - (iii) Conditions of services, letter of termination and testimonial and letters of warning and dismissal have to be shown, read out and explained to the people attending the meeting.
 - (iv) After the above the people should be given a chance to ask questions and give comments related to the project.
 - (v) Depending on the number of people present, and the workers required, either all of the persons are employed, or if there are more names (persons) than required the number of labourers needed are selected by lottery. Special recruitment can then follow, i.e. possible candidates for assistant road builders and drivers.

PS 29.3 LABOUR RELATIONS AND COMMUNITY LIAISON

Before the start of the project, public relations work must be carried out to ensure a good perception of the project by the local people and establish effective systems for community liaison. The community involvement in the implementation of the project will help facilitate improved

SECTION III: STATEMENT OF REQUIREMENTS

relations with labourers, instill a sense of participation and ownership of the road among community members. This will also equip the site management with a deeper understanding of cultural, social and economic backgrounds of the communities involved.

Workers' Committees proved in the past to be effective for promoting good labour relations, to inform the workers and to receive feedback from the workers. The Contractor is therefore advised to establish Workers' Committees early during the contract period and to use these committees to foster and promote good labour relations.

PS 29.4 PAYMENT OF LABOUR

The remuneration of workers shall be in accordance with Labour Act of the Government of the Republic of Namibia. The Contractor shall be required to submit proof that all labour on site is being remunerated in accordance with the required minimum daily wage rates.

All applicable clauses of the Labour Act relating to the employment of labour shall be complied with. Non-compliance may result in the suspension of the Contract until the situation has been satisfactorily addressed.

PS 29.5 CONDITIONS OF WORK AND HEALTH AND SAFETY

Exploitation of workers is a concern on projects with a productivity-based remuneration system, and the more common problems are too large tasks and too low wages.

The labour input per task (task size) is not prescribed and latitude is left to the Contractor to bid on the basis of the expected productivity of his team. However, the Contractor must note that the norm for labour-based construction is that the average worker should be able to complete a task within six hours.

The Contractor must note the stipulations and requirements of Clause 64 of the Special Conditions of Contract regarding task sizes and conditions of work. The Employer shall not tolerate any situation whereby the Contractor is deemed to be exploiting the task force and the Contractor shall apply the task sizes submitted with his Bid on Form F.

All applicable clauses of the Labour Act, relating to the Health and Safety of Employees at work shall be complied with. Non-compliance may result in the suspension of the Contract until the situation has been satisfactorily addressed.

PS 30. NOMENCLATURE

PS 30.1 REFERENCES TO THE SOUTH AFRICAN LAW

Any reference to a South African law in the Contract documents shall be read as a reference to the equivalent law of the Republic of Namibia.

PS 31. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

The Contractor shall be held accountable for any costs arising from his negligence with regards to the adverse effects to the environment. The Employer reserves the right to recover any such costs by deducting the relevant amount from Interim Payment Certificates. To minimise the potential negative environmental impacts the Contractor shall be required to implement the following actions:

PS 31.1 PUBLIC NUISANCE

The Contractor's staff (including Sub-contractors, drivers and operators visiting the site) shall not cause any unnecessary nuisance to residents or other people in the project area. Any complaints received by the Engineer shall be addressed immediately and the associated guilty party may face possible suspension from the project.

SECTION III: STATEMENT OF REQUIREMENTS

PS 31.2 SITE CAMP AND STORAGE AREA

The proposed site for the Construction Camp shall be inspected by the Engineer. The site camp shall be fenced at all time and maintained in a clean and representative manner. No burning of waste shall be permitted on the site.

PS 31.3 SANITATION

Adequate toilets shall be provided for all staff members within the site camp and at convenient places to all workstation. The Contractor's construction staff shall use these facilities as provided.

PS 31.4 REFUSE/WASTE

The Contractor shall be responsible for the disposal of domestic refuse and Contractor's waste at an authorised municipal waste disposal site.

Baboon proof bins shall be provided at all work stations for this purpose and waste shall be removed regularly to the disposal site.

Containers for hazardous waste or chemical waste shall be clearly labelled and shall be disposed of by authorised hazardous waste site.

The Contractor shall ensure that no domestic rubbish is left in any of the construction areas. No burning or burying of the waste shall be permitted on the site.

PS 31.5 BORROW PITS AND SPOIL SITES

Borrow pits shall be rehabilitated to the satisfaction of the Engineer. This will entail the trimming of slopes, ensuring that the borrow site do not present any significant hazard to the people and animals. In addition, the borrow areas should not pose any risk of erosion and their side slopes are finished off to provide an aesthetically please finish. Rehabilitated borrow pits shall be inspected by the Employer and the Engineer prior to the completion of the works.

In addition, the environmental conservation of the topsoil shall be adhered to when opening up and finishing off borrow areas.

PS 31.6 DUST

The following measures shall be taken in all areas where dust may give rise to visibility of nuisance factors, including public roads and construction sites close to residences and other buildings:

- Exposed surfaced shall be sprayed with water to control the escape of dust;
- Avoid clearing vegetation beyond the minimum area that is necessary;
- Avoid clearing vegetation earlier than is necessary; and
- Replace topsoil and rehabilitation as soon as possible after each section of the works is completed.

PS 31.7 NOISE

Noise levels shall be kept to an absolute minimum near residences or other buildings. In addition, vehicles with high noise level emissions shall be fitted with silencers, which shall be at all times properly maintained.

SECTION III: STATEMENT OF REQUIREMENTS

Near residences or any other area where noise may be a nuisance, the working hours shall be restricted to daylight hours, unless otherwise authorised by the Engineer.

PS 31.8 PUBLIC SAFETY

The Contractor shall take all reasonable precautionary measures to ensure the safety of the public, which includes roads users, residents and other people in the project area.

The construction works shall be well sign-posted, good visibility shall be maintained; potential hazards shall be barricaded and well lit.

All vehicles connected with the project or serving the project shall comply with speed limits load restrictions and all other relevant road ordinances.

PS 31.9 HEALTH AND SAFETY MEASURES FOR SITE PERSONNEL

The Contractor shall ensure that all relevant health and safety standards are applied on the site as required in terms of the Namibian Labour Act.

PS 31.9 REHABILITATION

All areas disturbed by the Works shall be rehabilitated to prevent soil erosion and encourage the growth of natural vegetation, heal any unsightly scars in the landscape and restore the environment to near-natural conditions as far as possible.

After the construction has been finalised, all bund walls, concrete slabs and temporary offices shall be removed for the sites.

The edges of borrow pits shall be trimmed and stockpiled topsoil or "seed layer" shall be spread over these surfaces to encourage re-vegetation and prevent erosion.

Soils that have been compacted by construction related activities (e.g. site camps and temporary tracks) shall be ripped to a depth of 150 mm to loosen the soil.

PS 32. COPYRIGHT

All records connected with or referring to the contract in any way shall become the property of the Employer in whom the copyright shall rest.

Any reference to the General Conditions of Contract will be interpreted to be the FIDIC General Conditions of Contract for Construction, First Edition (1999).

PS 23. APPLICABLE SPECIFICATIONS

The applicable specifications for this contract will be "SABS 1200 or Equivalent SANS 2001 Standardized Specification for Civil Engineering Construction", latest version. Any reference to the General Conditions of Contract of the SABS 1200 will be interpreted to be the General Conditions of Contract, Portion I, of this contract document.

Note 1: *Any reference/s to or parts of the SABS 1200 shall be deemed to include the equivalent SANS 2001 standardised specifications.*

Note 2: *None of the above-mentioned standard specifications are included into this document.*

SECTION III: STATEMENT OF REQUIREMENTS

The following sections of the SABS 1200 will be applicable (and if necessary any other section of SABS 1200 not listed here that may be applicable on the project):

SABS 1200 A - 1986 :	GENERAL
SABS 1200 C -1980 :	SITE CLEARANCE
SABS 1200 D - 1988 :	EARTHWORKS
SABS 1200 DB- 1989:	EARTHWORKS (PIPE TRENCH)
SABS 1200 G - 1982 :	CONCRETE (STRUCTURAL)
SABS 1200 GE-1984 :	PRECAST CONCRETE (STRUCTURAL)
SANS 1200 H 1990 :	STRUCTURAL STEELWORK

DRAWINGS

Attached at **Annexure A** find list of project drawings as follow:

Drawings:

A3 size drawings for bid purposes attached. Three (3) sets of complete A3 drawings will be issued for construction purposes to the substantial responsive bidder.

SECTION IV: PRICED ACITIVITY SCHEDULE

PREAMBLE TO THE PRICED ACTIVITY SCHEDULE

- 6.1. This Priced Activity Schedule forms part of the Contract Documents and shall be read in conjunction with the General Conditions of Contract, Particular Conditions of Contract, Standard Specifications, Project Specifications, and Drawings.
- 6.2. The quantities set out in the Priced Activity Schedule are estimated only, and their accuracy or inaccuracy shall in no way effect the validity of the bid or any contract based thereon. The total amount of each item set out in the Priced Activity Schedule at the rate or price inserted by the bidder shall be stated, but these figures are required solely for the purpose of assessment and shall not be deemed to be the actual sums which shall be paid to the Contractor for the execution of the Works. The sums to be paid to the Contractor shall (subject to the provisions of the General Conditions of Contract) be determined by measuring the work actually done in accordance with the Contract and valuing such work at the rates and prices inserted by the Contractor in the Priced Activity Schedule.
- 6.3. Except where otherwise provided for in the Priced Activity Schedule, the biddered rates and prices inserted shall represent full compensation for furnishing the completed item of work described under the respective items and shall cover all labour, materials, transport, cartage, storage, temporary work, constructional plant and overhead charges, watching, lighting, profit and maintenance as well as the general liabilities, obligations and risks arising from the Conditions of Contract, the overhead charges and profit being spread proportionally over the rates of the relative items of the Priced Activity Schedule. The Contractor shall have no claim for further payment in respect of any work or method of execution which may be described or implied in the Contract and for which no corresponding item is given in the Priced Activity Schedule, but the payment thereof shall be deemed to be included in the biddered rates or prices for furnishing the completed item of work.
- 6.4. The Contractor shall fill in a rate to each item in the Priced Activity Schedule whether quantities are stated or not. Items against which no rate is entered by the Contractor will not be paid for when executed but will be regarded as covered by other rates in the Priced Activity Schedule.
- 6.5. If, when bids are considered, the unit rates multiplied by the quantities for any particular pay items do not agree with the total amount shown, then the unit rates will be accepted as the correct figures and shall prevail over the total amounts. In such cases the amount of each item as well as the gross biddered amounts shall be adjusted accordingly.
- 6.6. It is to be understood that the Works as executed will be measured for payment in accordance with the method described in the Contract Documents and under the items as therein set forth notwithstanding any custom to the contrary. The net measurement or weight of the finished work in place will always be taken except where otherwise specified.
- 6.7. The quantities of work and material stated in the Priced Activity Schedule shall not be considered as limiting or extending the amount of work to be done or material to be supplied by the Contractor.
- 6.8. General directions and descriptions of work and material given in the Specifications are not repeated in the Priced Activity Schedule. Reference shall be made to the Specifications, Special Conditions of Contract and General Conditions of Contract for this information. The "payment clauses" refer to the corresponding clauses in the specifications and where "P" appears reference shall be made to the corresponding clause of the Special Conditions in respect of the Specifications.
- 6.9. The prices and rates in the Priced Activity Schedule will be exclusive of Value Added Tax to be paid as laid down in existing legislation. VAT shall be added separately as directed in the schedule.

SECTION IV: PRICED ACITIVITY SCHEDULE

6.10. REFERENCES

Where cross-references to Clauses and Drawings are given in the Priced Activity Schedule and other Contract Documents, such cross-references are not necessarily complete. References to parts of and Clauses in other Contract Documents and to the Drawings will normally be abbreviated as follows:

<u>DOCUMENT</u>	<u>ABBREVIATION</u>
Conditions of Bid	T
Drawings	Drg
General Conditions of Contract	GCC
Special Conditions of Contract	SCC
Project Specifications	PS
SABS 1200 Standard Specification	SABS1200
Civil Engineering Quantities	CEQ

Priced Activity Schedule Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

PRICED ACTIVITY SCHEDULE

EMPLOYER	:OHANGWENA REGIONAL COUNCIL	DURATION 2 YEARS
SETTLEMENT	:ONGENGA	
REFERENCE NO	:W/RFQ/OHRC17-09/2023/2024	
PROJECT TITEL	:MAINTENANCE OF SEWER SYSTEM FOR ONGENGA SETTLEMENT IN OHANGWENA REGION	
Bill No	Description	Amount
BILL NO.1	EXCAVATION OTHER THAN BULK EARTHWORKS	
BILL NO.2	CONCRETE, FORMWORK AND REINFORCEMENT ETC	
BILL NO. 3	MASONRY	
BILL NO. 4	MAINTENANCE / REPAIR WORKS: PUMP, SEWER PIPES AND SEWER PONDS	
BILL NO 5	CLEANING	
	SUBTOTAL	
	NET CONSTRUCTION COST	
	Add 15% VAT	
	TOTAL VALUE OF MAINTENANCE WORKS	

EMPLOYER		:OHANGWENA REGIONAL COUNCIL			DURATION 2 YEARS	
SETTLEMENT		:ONGENGA				
REFERENCE NO		:W/RFQ/OHRC17-09/2023/2024				
PROJECT TITEL		:MAINTENANCE OF SEWER SYSTEM FOR ONGENGA SETTLEMENT IN OHANGWENA REGION				
REFERENCE NO	Item no	Description	Unit	Qty	Rate	Amount
SANS 1200DA	5.2.2	EXCAVATION OTHER THAN BULK EARTHWORKS				
	BILL NO.1					
	1.1	Excavation of Trenches				
	1.1.0	Excavation in earth not exceeding 1m deep:	m ³			RATE ONLY
	1.2.0	Excavation in earth exceeding 1m but not exceeding 2m deep:	m ³			RATE ONLY
	1.2.0	Excavation in earth exceeding 2m but not exceeding 3m deep:	m ³			RATE ONLY
	1.2.0	Excavation in earth exceeding 3m but not exceeding 5m deep:	m ³			RATE ONLY
	5.2.3.2	1.2.0 BACKFILLING OF TRENCHES, ETC.				
		Filling with material from the excavations compacted to a density of at least 50% Mod. AASHTO maximum density:				
	1.2.1	150mm FILL LAYERS OF IMPORTED RIVER SAND MATERIAL COMPACTED	m ²			RATE ONLY
	1.2.2	IN-SITUE MATERIAL COMPACTED	m ²			RATE ONLY
Amount Carried forward to summary						

SANS 1200GA	BILL NO.2	CONCRETE, FORMWORK AND REINFORCEMENT ETC						
		SUPPLEMENTARY PREAMBLES						
	7	Cost of tests:						
	7.1 - 7.1.4	The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Engineer. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Engineer. (Test cubes are measured separately).						
		2.1	REINFORCEMENT CONCRETE					
	5.3.1.5	2.1.1	Casting Concrete works class 30 MPa	m ³			RATE ONLY	
		2.1.2	Casting Concrete works class 25 MPa	m ³			RATE ONLY	
	7.1.2	2.2	UNREINFORCEMENT CONCRETE					
		2.2.1	Casting Concrete works class 30 MPa	m ³			RATE ONLY	
		2.2.2	Casting Concrete works class 25 MPa	m ³			RATE ONLY	
Amount Carried forward to summary								-

	BILL NO. 3	<p>MASONRY</p> <p>Where sizes in descriptions are given in brick units, 'one brick' shall be 220mm wall and 'half brick' is the 110mm wall</p> <p>Brickwork of concrete bricks in Class I mortar: 14MPA Inclusive of 150mm Wide brick-force built in horizontally in foundations.</p>				
	3.1.1	220 brick wall	m ²			RATE ONLY
	3.1.1	110 brick wall	m ²			RATE ONLY
Amount Carried forward to summary						-

BILL NO. 4	MAINTENANCE / REPAIR WORKS: PUMP, SEWER PIPES AND SEWER PONDS				
4.1	Repair or Replacement of defective mechanical and electrical parts of the pump stations.	Item			RATE ONLY
4.2	Repair of 110/160 Ø sewerage pipes: damages or burst of underground pipe	Item			RATE ONLY
4.3	Unblocking sewerage system	Item			RATE ONLY
4.4	Provision of bypass sewerage pipe between manholes	Item			RATE ONLY
4.5	Maintenance of 4 submersible sewer pumps once per quarter	No	24		
4.6	Repair of sewer ponds and pump stations fences.	m			RATE ONLY
4.7	Repair of ponds lining	m ²			RATE ONLY
4.8	General repairs and replacement :				RATE ONLY
	(a) Manhole cover	No			RATE ONLY
	(b) Eye roding covers	No			RATE ONLY
4.9	Connecting old Sewer pipes to the new sewerage line	m			RATE ONLY
4.10.	Installation of locks on manhole covers	No			RATE ONLY
Carried forward to summary					.

SANS 1200AD	BILL NO 5 5.1	<u>CLEANING</u> Cleaning site after work completed Cleaning and Finishing of the Site after completion of the works and the removal of all the maintenance rubble and debris to approved spoil sites Cleaning of 4 Pump Sumps Removal of sands and any debris once per quarter Cleaning of 66 manholes Removal of sands and any debris once per quarter 5.1.4 General clearing of grass and shrubs in pumps and ponds yards	Sum			RATE ONLY		
			No	24				
			No	390				
			m ²			RATE ONLY		
Amount Carried forward to summary								

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: W/RFQ/OHRC17-09/2023/2024

Bidders should complete columns C and D with the specification and performance of the Works offered, bidders should acquire the below mentioned standard specifications at their own cost from SABS publisher. Also, state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below

Item No.	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A	B	C	D
1	SABS 1200 A - 1986: GENERAL		
2	SABS 1200 C -1980: SITE CLEARANCE		
3	SABS 1200 D - 1988: EARTHWORKS		
4	SABS 1200 DB - 1989: EARTHWORKS (PIPE TRENCH)		
5	SABS 1200 G - 1982: CONCRETE (STRUCTURAL)		
6	SABS 1200 GE - 1984: PRECAST CONCRETE (STRUCTURAL)		
7	SANS 1200 H 1990 Section H: Structural steelwork		

Specification and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

SECTION VI: GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (e) Compensation Events are those defined in GCC Clause 41 hereunder.
- (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months.
- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.

SECTION VI: GENERAL CONDITIONS OF CONTRACT

- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC.**
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC.** The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) SCC means Special Conditions of Contract
- (aa) The Site is the area **defined as such in the SCC.**
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the SCC.** It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.

SECTION VI: GENERAL CONDITIONS OF CONTRACT

- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC.**
- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Special Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities, and
 - (i) Any other document **listed in the SCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the SCC.**
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 **Otherwise specified in the SCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered to the address **stated in the SCC**
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors**
- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the

SECTION VI: GENERAL CONDITIONS OF CONTRACT

Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

SECTION VI: GENERAL CONDITIONS OF CONTRACT

- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of letter of Acceptance. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 13.6 The policies which are in the joint names of the Contractor and the Employer shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Employer.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data referred to in the SCC, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.

SECTION VI: GENERAL CONDITIONS OF CONTRACT

- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC or as thereafter reviewed and agreed by the parties**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.
- 23. Appointment of the Adjudicator** 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for Disputes** 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator

SECTION VI: GENERAL CONDITIONS OF CONTRACT

within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the SCC.

B. Time Control

25. Program

25.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event (as defined in GCC 41) occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

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- 27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager** 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings** 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 30. Early Warning** 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 31. Identifying Defects** 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests** 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects** 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

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- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.

Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.

- 36. Changes in the Contract Price** 36.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

- 37. Variations** 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying

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the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

- 38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

- 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 39.7 **Unless otherwise specified in the SCC** Interim Payment may be made for Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works, subject to the Contractor transferring ownership to the Employer and providing, where applicable, the right of the transfer of ownership vested upon the Contractor by its supplier.

Notwithstanding the transfer of ownership the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor until taking over of the works or part thereof in which such Plant and Materials are incorporated and shall make good at its own cost any loss or damage that may occur to the works or part

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thereof from any cause whatsoever during such period prior to the taking over.

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

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- (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
 - (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - (m) reason of any exceptionally adverse weather conditions as specified in the SCC and
 - (n) reason of civil commotion, 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.
- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
- 42. Tax**
- 42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.
- 43. Currencies**
- 43.1 The currency of payment shall be Namibian Dollars.
- 43.2 Where payments are made in currencies other than the currency of the Employer's country, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
- 44. Price Adjustment**
- 44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

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$$P_c = A_c + B_c \text{ Imc/loc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients¹ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and loc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

45. Retention

45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.

45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

46. Liquidated Damages

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

46.2

46.3 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

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48. Advance Payment

- 48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.
- 49.2 (a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:
- (i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and
 - (ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.
- (b) For contracts above N\$ 5 M, the preference security shall be in the form of an "on demand" bank guarantee for an amount in a convertible currency equivalent to the difference between its bid price and the bid price of the lowest bid if the Margin of Preference was not applicable. It shall be issued by a commercial bank located in the Republic of [Insert name of country].
- (c) For contracts up to N\$ 5 M, an amount equal to the value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.
- (d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer's Representative as per GCC 53.

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- (e) The cost of providing the security shall be borne by the Contractor.

49.3 Where a Preference Security is applicable:

- (i) the Employer's Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.
- (ii) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.
- (iii) the Employer's and Contractor's representatives shall consult each other to ensure that the Contractor's obligation towards local manpower employment is met during the Works execution.
- (iv) At the time of works completion, the Contractor shall submit a certified audited report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.
- (v) The preference security shall be forfeited by the employer in case of failure on the part of the contractor to employ at least 80% of the local manpower in the execution of the Works.

50. Dayworks

- 50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

- 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

52. Labour Clause

- 52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
 - (ii) by arbitration awards; or
 - (iii) by submitting a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favorable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

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52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:

(a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

(b) stating whether any remuneration payable in respect of work done is due;

(c) containing such other information as the Chief Executive Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under clause 40, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

52.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

E. Finishing the Contract

53. Completion 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

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- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58. Fraud and Corruption

58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].

58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

58.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or

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attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
- (vi) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (vii) or acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

59. Payment upon Termination

- 59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 59.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

60. Property

- 60.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

61. Release from Performance

- 61.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT**SPECIAL CONDITIONS OF CONTRACT**Procurement Reference Number: **W/RFQ/OHRC17-09/2023/2024**

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

GCC Clause Reference	Special Conditions
Purchaser SCC 1.1(r)	The Employer is: OHANGWENA REGIONAL COUNCIL P.O. Box 88011 Eenhana NAMIBIA Tel: +264 65 264 300 Fax: +264 65 263 033
Intended Completion Date SCC 1.1 (v)	The intended completion date is: 15 March 2026
Project Manager SCC 1.1(y)	The Project Manager/Engineer is: Regional Engineer
Site SCC 1.1(aa)	The site Data shall be: Ongenga Settlement, in Endola Constituency in Ohangwena Region. There will be no pre-bid meeting.
Start Date SCC 1.1(dd)	The Start Date shall be: Site Handover Date
The Works SCC 1.1(hh)	The Works consist of: MAINTENANCE OF SEWER SYSTEM FOR ONGENGA SETTLEMENT IN OHANGWENA REGION
Interpretation SCC 2.2	The project will be completed in the following sections: N/A
Interpretation SCC 2.3	The following additional documents shall form part of the contract: N/A
Language and Law SCC 3	The language of the contract is English The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions SCC 4.1	The Project Manager shall obtain specific approval from Procurement Management Unit , on matters which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation SCC 5.1	The Project Manager <i>may</i> delegate any of his duties and responsibilities to his representative.
Notices SCC 6.1	Any notice shall be sent to the following addresses: Ohangwena Regional Council, Erf 113, Church Street _____

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
	<p>For the Contractor, the address shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>the contact name shall be: _____</p> <p>Eenhana, Namibia</p>
<p>Insurance SCC 13.1</p>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> (a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i> (b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</i> (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i> (ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i> (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable. <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
<p>Site Data SCC 14.1</p>	<p>The site Data shall be: ONGENGA SETTLEMENT There will be no compulsory Site Inspection</p>
<p>Possession of the Site SCC 20.1</p>	<p>The Site Possession Date shall be: The day of signing the Contract.</p>
<p>Procedure for Disputes</p>	<p>No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by</p>

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
SCC 24	amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program SCC 25.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
SCC 25.3	Program updates SHALL be not mote than 15 days as required..
Defects Liability Period SCC 33.1	The Defects Liability Period is: 0 days.
Payment Certificates SCC 39.7	Payment shall be made as per progress of works <i>without</i> payment of materials cost on site " .
Payments SCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and a certificate of Completion of the Works.
Adverse weather Conditions SCC 41.1 (n)	<p>Weather events in excess of the maximum for the month for the region provided by the Namibia Meteorological Service and as indicated in the table in below.</p> <p>The Contractor is reminded that the Engineer may not authorize any extension of time for the completion of the works on this Contract, without written consent of the Employer, except for extensions of time resulting from abnormal rainfall.</p> <p>Requests for extension of time must be fully motivated by the Contractor. The original programme showing the critical path (the series of activities, connected end-to-end, determining the shortest total length of the project) must be submitted together with the motivation. The evaluation of the request will be made taking time lost on the critical path into consideration. No extension of time will be considered if time was not lost on critical path items.</p> <p>Extension of time will be granted to the Contractor due to delayed deliveries on the part of suppliers only if the Contractor can prove that he has taken all reasonable steps to order materials on time and that the delay is entirely due to circumstances beyond his control. In such circumstances no Time-Related Preliminary & General Obligations will be payable nor will additional escalation be payable for the extended contract period. The contractor must submit proof of order date and time for delivery as supplied by the supplier to the contractor.</p> <p>Extension of time for completion shall be granted under Clause 8.4 (c) of the General Conditions of Contract for "exceptionally adverse climatic conditions" which shall include but not be limited to abnormal rainfall, abnormal windy conditions, and mist.</p> <p>The extension of time resulting from abnormal rainfall shall be calculated as follows:</p> <p>Extension of time resulting from abnormal rainfall</p> <p>Average rainfall figures based on rainfall records for Omuthiya are given in the table below. The monthly average (Nn and Rn) for this period shall, for the</p>

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions																																							
	<p>purpose of this contract, be taken to be the normal rainfall. The appropriate value of the constants in the rainfall formula shall be those given below.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Month</th> <th style="text-align: center;">Average Monthly Rainfall (mm) (Rn)</th> <th style="text-align: center;">Average Number of Days with Rainfall exceeding 10mm (Nn)</th> </tr> </thead> <tbody> <tr><td>January</td><td>117.4</td><td>5.4</td></tr> <tr><td>February</td><td>126.2</td><td>5.4</td></tr> <tr><td>March</td><td>98.3</td><td>3.2</td></tr> <tr><td>April</td><td>36.4</td><td>1.1</td></tr> <tr><td>May</td><td>3.1</td><td>0.0</td></tr> <tr><td>June</td><td>0.6</td><td>0.0</td></tr> <tr><td>July</td><td>0.1</td><td>0.0</td></tr> <tr><td>August</td><td>0.0</td><td>0.0</td></tr> <tr><td>September</td><td>2.3</td><td>0.0</td></tr> <tr><td>October</td><td>13.6</td><td>1.1</td></tr> <tr><td>November</td><td>50.1</td><td>3.2</td></tr> <tr><td>December</td><td>81.9</td><td>3.2</td></tr> </tbody> </table> <p>The average rainfall for Endola Constituency= 550mm</p> <p>Extension of time in respect of abnormal rainfall shall be determined in terms of method (i) below. The maximum extension of time that will be considered in respect of any given period, will be the number of working days in the period concerned on which work may be executed.</p> <p>Method (i) (Rainfall formula)</p> <p>Extension of time in accordance with this method shall be calculated separately for each calendar month or part thereof according to the formula below. It shall be calculated for the full period of completion of the contract, including any extension thereof that may have been granted:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>If any value of V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The symbols shall have the following meanings:</p> <p><i>V = Delay due to rain in calendar days in respect of the calendar month under consideration</i></p> <p><i>Nw = Actual number of days during the calendar month on which the rainfall of Y mm or more was recorded</i></p> <p><i>Rw = Actual rainfall in mm for the calendar month under consideration</i></p>	Month	Average Monthly Rainfall (mm) (Rn)	Average Number of Days with Rainfall exceeding 10mm (Nn)	January	117.4	5.4	February	126.2	5.4	March	98.3	3.2	April	36.4	1.1	May	3.1	0.0	June	0.6	0.0	July	0.1	0.0	August	0.0	0.0	September	2.3	0.0	October	13.6	1.1	November	50.1	3.2	December	81.9	3.2
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SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
	<p><i>Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the Project Specifications) on which a rainfall of Y mm or more per day was recorded</i></p> <p><i>Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the Project Specifications.</i></p> <p><i>X = 20, unless otherwise provided in the Project Specifications</i></p> <p><i>Y = 10, unless otherwise provided in the Project Specifications</i></p> <p>The total delay that will be taken into account for the determination of the total extension of time for the contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed $(Nc - Nn)$ calendar days, where Nc = number of calendar days in the month under consideration.</p> <p>The factor $(Nw - Nn)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.</p> <p>The factor $Rw - Rn \div X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevented or disrupted work.</p> <p>This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on the site daily at 08h00 unless otherwise agreed to by the engineer, and the contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.</p> <p>Information regarding existing rainfall records, if available from suitable rainfall station near the site, will be supplied in the Project Specifications, together with calculations of rain delays for the previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the contractor shall accommodate in his programme, and for which no extension of time will be considered. Information regarding existing rainfall records, if available from suitable rainfall station near the site, will be supplied in the Project Specifications, together with calculations of rain delays for the previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the contractor shall accommodate in his programme, and for which no extension of time will be considered.</p> <p>No extension of time will be considered due to local strikes caused by disputes between the labour-force and the Contractor.</p>
<p>Price Adjustment SCC 44.</p>	<p>The Contract is not subject to price adjustment.</p>

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
Retention SCC 45.	N/A
Liquidated Damages SCC 46.1	The liquidated damages for the whole of the Works is 0.1% per day up to a maximum of 10% of the certified amount.
Bonus SCC 47.1	The rate for the Bonus per calendar day is: N/A
Advance Payment SCC 48.1	No advance payment shall be made*
Performance Security SCC 49.1	A Performance Security in the form of a Bank Guarantee representing 10% of the contract price shall be required.
SCC 56.5	"As built" drawings or operating and maintenance manuals are not required.
SCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: 20%

SECTION IX: SCHEDULE

SCHEDULE 1

Performance Security (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* date

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil d *[insert day and month]*, *[insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required. or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,³ and any demand for payment under it must be received by us at this office on or before that date.

.....**Bank's seal and authorized signature(s)**.....

² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

³ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

SCHEDULE 2

CONTRACT AGREEMENT

THIS AGREEMENT made on the.....day of....., between.....(hereinafter “the Employer”), of the one part, and.....(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as
.....should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Contract Agreement
 - (b) the Notification of Award
 - (c) the Contractor’s bid
 - (d) the Special Conditions of Contract
 - (e) the General Conditions of Contract;
 - (f) the Specification
 - (g) the Drawings
 - (h) the Bills of Quantities
 - (i) Addenda Nos ... to ... [*if any*]
 - (j) Appendix to the General Conditions of Contract [*if any*]
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

SECTION X: APPENDIX TO BID: FORMS TO BE COMPLETED BY BIDDER

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

SECTION X: APPENDIX TO BID - FORMS TO BE COMPLETED BY BIDDER

APPENDIX A: BIDDER'S FAMILIARITY WITH SITE AND BID DOCUMENT

This is to certify that I, _____

representative of (BIDDER) _____

of (address) _____

Telephone No _____

Fax No _____

examined the documents.

I am fully aware of the content thereof and I have priced the Schedule of Quantities having taken into account the requirements of these documents (subject to reasonable amendments by the Engineer) as well as surface and subsurface conditions on site as revealed by inspection.

SIGNATURE OF BIDDER _____ **DATE**

SIGNATURE OF ENGINEER _____ **DATE**

APPENDIX B: AUTHORITY OF SIGNATORY

In the case where the BIDDER is a Company, Corporation or Firm, the person whose signature appears below must be duly authorised to do so, whether by articles of Association, Resolution, Power of Attorney or otherwise.

I/We, the undersigned am/are authorised to enter into the Contract on behalf of:

by virtue of _____

in his capacity as _____

a certified copy of which is attached to the BID.

SIGNATURE OF BIDDER: _____

SECTION X: APPENDIX TO BID: FORMS TO BE COMPLETED BY BIDDER

APPENDIX C: SCHEDULE OF SIMILAR WORK SATISFACTORY COMPLETED

The BIDDER must insert in the spaces provided below, a list of work similar to this Contract which was completed successfully by his firm during the last five (5) years, and similar work at present under construction by his firm. Contract names at previous Employers and Consultants must be provided.

EMPLOYER NAME AND TEL NO:	CONSULTING FIRM NAME AND TEL NO:	DESCRIPTION OF WORK	VALUE OF WORK	YEAR STARTED	YEAR COMPLETED

SIGNATURE OF BIDDER:

APPENDIX D: SCHEDULE OF CONSTRUCTION EQUIPMENT OFFERED

The BIDDER must state below what construction equipment will be available and what construction equipment will be acquired or hired for the work should he be awarded the Contract. It is an explicit condition of this Contract that equipment offered shall be made available to the Contract, and if not available anymore, that similar and equal equipment be made available on site.

The BIDDER must be aware that the Contractor shall be in breach of Contract in cases where equipment are offered in these schedules, but where such equipment, or equal and similar, are not established on Site during construction.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE FOR THIS CONTRACT

DESCRIPTION, SIZE, CAPACITY	QUANTITY

Note: *BIDDERS are to attach documentary proof of proposed equipment as well as the respective registration numbers. Failure to attach the required documentation shall result in the prejudice of the BID.*

SIGNATURE OF BIDDER: _____

APPENDIX E: PRELIMINARY CONSTRUCTION PROGRAM

The BIDDER shall attach a preliminary program for the works described in this Contract, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract, to this page.

The program is solely for the purpose of assisting in adjudicating the BIDs, and in no way replaces or supersedes the program required in terms of Clause 8.3 of the Conditions of Contract.

The program will include all of the milestones as set out in the Section Viii: Special Conditions of Contract.

DESCRIPTION OF STAGE AND PORTION OF WORK	EXPECTED TIME TO BE TAKEN (WEEKS)	WEEK OF COMMENCEMENT	WEEK OF COMPLETION

SIGNATURE OF BIDDER:

APPENDIX F: SCHEDULE OF KEY PERSONNEL OFFERED

The BIDDER is to state below the details of the people he intends to provide on site for the execution of the Works. Detailed Curricula Vitae of the personnel offered below must be included in the BID Document

CONTRACTOR'S REPRESENTATIVE	
Name:	
Qualification:	
Years Experience:	
SITE AGENT	
Name:	
Qualification:	
Years Experience:	
GENERAL FOREMAN	
Name:	
Qualification:	
Years Experience:	
SURVEYOR	
Name:	
Qualification:	
Years Experience:	
OTHER	
Name:	
Qualification:	
Years Experience:	

Note: *BIDDERS are to attach documentary proof of proposed personnel experience as well their respective qualifications. Failure to attach the required documentation shall result in the prejudice of the submitted BID. The offered key personnel shall be guaranteed for the BID.*

SIGNATURE OF BIDDER: _____

APPENDIX G: FINANCIAL STATEMENT

The BIDDER is to undertake by his signature hereunder that on demand he will within 10 days produce the following financial statements which shall be treated confidentially:

- 1. Most recent audited balance sheet to be submitted;
- 2. Letter of Intent from Financial Institution.

The BIDDER also confirm that ownership / shareholding of the Company / CC / Partnership etcetera is held by the following person / persons or other companies.

Name 1: Shareholding:%

Name 2: Shareholding:% (If applicable)

Name 3: Shareholding:% (If applicable)

Name 4: Shareholding:% (If applicable)

Note: *BIDDERS are to attach all the required documentary proof. Failure to submit the requested documentation shall result in the rejection of the Bid.*

SIGNATURE OF BIDDER _____

APPENDIX H: BID CHECKLIST

Procurement Reference Number: W/RFQ/OHRC17-09/2023/2024

Description	Attached	Not Attached
BID LETTER		
PRICED ACTIVITY SCHEDULES		
SPECIFICATION AND COMPLIANCE SHEET		
BID-SECURING DECLARATION		
REFERENCE LETTERS/PROOF OF EXPERIENCE		
FINANCIAL RESOURCES: LETTER OF INTENT OR CERTIFIED AVAILABLE CREDIT		
AUTHORITY OF SIGNATORY		
SCHEDULE OF CONSTRUCTION EQUIPMENT OFFERED		
PRELIMINARY CONSTRUCTION PROGRAM		
SCHEDULE OF QUALIFIED PERSONNEL OFFERED		
FINANCIAL STATEMENT		

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.

APPENDIX I: DRAWINGS

N/A

