

MUNICIPALITY OF HENTIES BAY



BIDDING DOCUMENTS

Issued on: 16th May 2025

FOR THE
SEPTIC TANK REPLACEMENT PROJECT –
PHASE 2

Procurement Reference No:

W/ONB/HBM-03/2025

Cost: NAD 300.00

Contract Amount (All Inclusive): N\$.....

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BIDDER'S DETAILS	
Company Name:	Representative Name:
Tel:	Cell:
Fax:	Email:

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PART 1 – BIDDING PROCEDURES

Section I – Instructions to Bidders

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A. GENERAL

1. SCOPE OF BID

- 1.1** The Public Entity as defined in Section II “Bidding Data Sheet” (**BDS**) also referred to herein as Employer invites bids for the construction of Works, as **described in the BDS** and Section VII, “Special Conditions of Contract” (SCC).

The name and identification number of the Contract are **provided in the BDS and the SCC**.

- 1.2** The successful Bidder shall be expected to complete the Works by the Intended Completion Period **specified in the BDS**.

- 1.3** Throughout these bidding documents, the terms:

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa;
- (c) “day” means calendar day unless otherwise stated;

2. SOURCE OF FUND

- 2.1** The Works shall be financed by the Public Entity’s own budgetary allocation, **unless otherwise stated in the BDS**.

3. PUBLIC ENTITIES RELATED TO BIDDING DOCUMENTS & TO APPLICATION FOR REVIEW

- 3.1** The public entities related to these bidding documents are the Public Entity, acting as procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)

**The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**

4. FRAUD AND CORRUPTION

- 4.1** The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.
- 4.2** The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

“corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“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;

“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;

“obstructive practice” is 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.

- 4.3 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU): www.mof.gov.na/procurement-policy-unit

5. ELIGIBLE BIDDERS

- 5.1 A Bidder may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 5.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

5.3

- (a) A bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Bids from contractors appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

5.4 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

6. QUALIFICATIONS OF BIDDERS

6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
 - (1) total monetary value of construction works performed for each of the last five years;
 - (2) experience in works of a similar nature and size for each of the last five years or as otherwise **stated in the BDS**; and clients who may be contacted for further information on those contracts;
 - (3) major items of construction equipment proposed to carry out the Contract;
 - (4) qualifications and experience of key site personnel and technical personnel proposed for the contract;
 - (5) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies;
 - (6) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (7) authority to seek references from the Bidder's bankers; and
 - (8) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards;
 - (9) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

- 6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) a minimum average annual financial amount of construction work over the period **specified in the BDS**.
 - (b) experience as prime contractor in the construction of a minimum number of works of a nature and complexity equivalent to the Works over a period as **specified in the BDS** (To comply with this requirement, works cited should be at least 70 percent complete);
 - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
 - (d) a Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS**; and
 - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

B. CONTENTS OF BIDDING DOCUMENT

7. SECTIONS OF BIDDING DOCUMENT

- 7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.

Section I - Instructions to Bidders (ITB)
Section II- Bidding Data Sheet
Section III - Evaluation Criteria
Section IV - Bidding Forms
Section V - Employer's Requirements
Section VI – General Conditions of Contract
Section VII- Special Conditions of Contract
Section VIII - Contract Forms

- 7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

8. CLARIFICATION OF BIDDING DOCUMENT

- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.

The Employer will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline for submission of bids.

Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.

9. SITE VISIT / PRE-BID MEETING

- 9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.
- 9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. AMENDMENT OF BIDDING DOCUMENT

- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

C. PREPARATION OF BIDS

11. COST OF BIDDING

- 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.

12. LANGUAGE OF BID

- 12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.

13. DOCUMENTS COMPRISING THE BID

- 13.1 The Bid shall comprise the following:

- (a) Bid submission Form (in the format indicated in Section IV);
- (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;
- (c) the following documentary evidence is required
 - have a valid company Registration Certificate;
 - have an original valid good Standing Tax Certificate;
 - have an original valid good Standing Social Security Certificate;
 - 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;
 - have a certificate indicating SME Status (for Bids reserved for SMEs);
 - A bid securing declaration
 - An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (d) Additional material as **specified in the BDS**.

14. BID SUBMISSION FORM AND SCHEDULES

- 14.1** The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided.

15. ALTERNATIVE PROPOSAL

- 15.1** Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V - Specifications. The evaluation methodologies for their consideration shall be given in Section III.

16. BID PRICES AND DISCOUNTS

- 16.1** The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 16.2** Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting. (Only after this pre-qualification process)
- 16.3** All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by Bidders. (Does not apply during this pre-qualification stage)
- 16.4** The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.

The discount if any and the conditions of its application shall be indicated separately. (Not applicable for this pre-qualification stage)

17. CURRENCIES OF BID AND PAYMENT

- 17.1** The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract unless otherwise **specified in the BDS**. (Not applicable for this pre-qualification stage)
- 17.2** Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7. (Not applicable for this pre-qualification stage)

18. DOCUMENTS COMPRISING THE TECHNICAL PROPOSAL

- 18.1** The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section IV), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

19. PERIOD OF VALIDITY OF BIDS

- 19.1** Bids shall remain valid for a period **specified in the BDS**. The Bid Validity period should not exceed 180 days.
- 19.2** In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

20. BID SECURITY/BID SECURING DECLARATION

- 20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so **required in the BDS**.
- 20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section IV and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.
- 20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.
- 20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.

21. FORMAT AND SIGNING OF BID

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit the number of copies **as specified in the BDS**, clearly mark with the label "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

D. SUBMISSION AND OPENING OF BIDS

22. SEALING AND MARKING OF BIDS

- 22.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2.
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as indicated in ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

23. DEADLINE FOR SUBMISSION OF BIDS

- 23.1 Bids shall be delivered to the Employer at the address and no later than the time and date **specified in the BDS**.

The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 10.

24. LATE BIDS

- 24.1 Late bids shall not be considered. They will be returned unopened.

25. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

- 25.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid submission Form or any extension thereof.

26. BID OPENING

- 26.1 The Employer shall open the bids at the time place and address **specified in the BDS** in the presence of Bidders' designated representatives who choose to attend.
- 26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. (Not applicable for this pre-qualification stage)

E. EVALUATION AND COMPARISON OF BIDS

27. CONFIDENTIALITY

- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

28. CLARIFICATION OF BIDS

- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

29. DETERMINATION OF RESPONSIVENESS

- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section V (Employer's Requirements) have been met without any material deviation, reservation or omission.

- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. NONCONFORMITIES, ERRORS, AND OMISSIONS

- 30.1** Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

31. CORRECTION OF ARITHMETICAL ERRORS

- 31.1** Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

(Not applicable for this pre-qualification stage)

32. MARGIN OF PREFERENCE

- 32.1** Unless otherwise specified in the BDS, Margin of preference shall not apply.

33. EVALUATION OF BIDS

- 33.1** The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.

- 33.2** To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; and (Not applicable for this pre-qualification stage)
- (b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section III, and Margin of Preference, if applicable. (Not applicable for this pre-qualification stage)

- 33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in Section III (Evaluation and Qualification Criteria). (Not applicable for this pre-qualification stage)
- 33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder. (Not applicable for this pre-qualification stage)
- 34. COMPARISON OF BIDS**
- 34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid. (Not applicable for this pre-qualification stage)
- 35. QUALIFICATION OF THE BIDDER**
- 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria. (Not applicable for this pre-qualification stage)
- 36. EMPLOYER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**
- 36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. AWARD OF CONTRACT

- 37. AWARD CRITERIA**
- 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. (Not applicable for this pre-qualification stage)
- 38. NOTIFICATION OF AWARD**
- 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by a Notification of award for award of contract. The Notification of award shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of notification of award, the Employer shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Employer's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
an executive summary of the Bid Evaluation Report.

- 38.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

(No prices are to be given at this stage, bidders that have successfully been pre-qualified will be informed)

39. SIGNING OF CONTRACT

- 39.1 Promptly upon issue of notification of award, the Employer shall send to the successful Bidder the Contract Agreement.
- 39.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

(Clause not applicable at this stage)

40. PERFORMANCE SECURITY

- 40.1 Within thirty (30) days of the receipt of the notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII (Contract Forms).
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

(Clause not applicable at this stage)

41. ADVANCE PAYMENT AND SECURITY

- 41.1 The Public Entity shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, **as stated in the BDS**. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.

(Clause not applicable at this stage)

42. PLANT AND MATERIALS ON SITE

- 42.1 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.

(Clause not applicable at this stage)

43. DEBRIEFING

- 43.1 The Employer shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award.

Section II – Bidding Data Sheet (BDS)

The following specific data for the works to be procured shall complete, supplement, or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

A. General	
ITB 1.1	<p>The Public Entity is : Municipality of Henties Bay</p> <p>The Works are the construction of sewer services in Omdel, Henties Bay.</p> <p>The name and identification of the Contract are CONSTRUCTION OF SEWERAGE SERVICES IN OMDEL, HENTIES BAY, W/ONB/HBM-03/2022.</p>
ITB 1.2	The Intended Completion period is 365 days from start date. The contractors should however submit their programs
ITB 2.1	The Funding Agency is: Ministry of Urban & Rural Development
ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit.</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr</p>
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: None.
ITB 6.2 (c)	Contractors should have at least five years of experience for works. (all completion certificates should be accompanied by reference letter from the contracting entity, duly signed and stamped).
ITB 6.3 (a)	The Contractor must have a minimum average annual financial amount of construction of 75% of the bid price over the last 3 years.
ITB 6.3 (b)	<p>The number of works is: 3.</p> <p>The period is: 5 years.</p> <p><i>Previous informal settlement upgrading projects and working in a “build up” are will be considered as added advantage.</i></p>
ITB 6.3 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <p>Heavy Duty Excavator Light plate compactor Water truck Concrete mixer 5t truck TLB</p>
ITB 6.3 (d)	<p>In addition to qualifications specified in ITB 6.3d, the Contract Manager should have a Diploma in Civil Engineering, Quantity Surveying or Construction Management</p> <p>The Site Agent/Supervisor shall have at least 3 years' experience in projects of this nature and possess a tertiary qualification in Civil Engineering or Quantity Surveying or Construction Project Management</p> <p>The Surveyor shall have at least 3 years' experience in projects of this nature and possess a tertiary qualification in Engineering Survey or similar field.</p> <p>The Pipe laying foreman shall have at least 3 years' experience in projects of this nature and possess a tertiary qualification in Pipeline Construction or similar field.</p>

Section II – Bidding Data Sheet (BDS)

	The Concrete foreman shall have at least 3 years' experience in projects of this nature and possess a tertiary qualification in Pipeline Construction or similar field.
ITB 6.3 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 15% of Contract Price.
B. Bidding Documents	
ITB 8.1	The Public Entity's address for clarification is: Henties Bay Municipality, Erf 1513 C/O Jakkalsputz & Nicky Iyambo Avenue, P.O. Box 61, Henties Bay, Namibia, and the employer representative is the Acting SE Infrastructure, Planning and Technical Services, Mr. C. Somaeb
ITB 9.2	A pre-bid meeting has been scheduled for Tuesday, 3rd June 2025 at 11H00 . Henties Bay
C. Preparation of Bids	
ITB 13.1 (e)	Any additional materials required to be completed and submitted by the Bidders are: None .
ITB 17.1	The Contract is subject to price adjustment in accordance with GCC Clause 44. (Not applicable to this bid)
ITB 17.2	Interim Payment for Plant and Material on site is applicable.
ITB 19.1	The Bid shall be valid for 180 days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	Only a bid securing declaration will be required.
D. Submission and Opening of Bids	
ITB 21.1	In addition to the original of the bid, the number of copies is: 1.
ITB 23.1	The deadline for submission of bids shall be at 15h00 on Tuesday, 1st of July 2025 .
ITB 23.1	The Employer's address for the purpose of Bid submission is: Attention: The Procurement Management Unit Address: Bid Box Henties Bay Municipality Erf 1513 C/O Jakkalsputz & Nicky Iyambo Avenue P.O. Box 61 Henties Bay, Namibia
ITB 26.1	The bid opening shall take place at: Henties Bay Municipality, Erf 1513 C/O Jakkalsputz & Nicky Iyambo Avenue, Municipal Chambers. Date: Tuesday, 1st of July 2025, at 15h00
E. Evaluation and Comparison of Bids	
ITB 32.1	Margin of preference shall apply. If a margin of preference applies the application methodology shall be defined in Section IV – Evaluation and Qualification Criteria.
F. Award of Contract	
ITB 40.1	The Standard Form of Performance Security acceptable to the Public Entity shall be "a Bank Guarantee". The Bank guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT. (Not applicable to this bid)
ITB 41.1	The Advance Payment shall be limited to 0 percent of the Contract Price less the provisional and contingencies sums. (Not applicable to this bid)
ITB 42.1	Interim Payment for Plant and Material on site is applicable.

Section III – Evaluation Criteria

This section contains supplementary criteria to ITB 33 that the Employer shall use to evaluate bids.

The evaluation is split into a technical and a financial evaluation. The Technical evaluation accounts for 70% of the final score whereas the financial proposal constitutes the remaining 30% of the final score. Technical evaluations of bidders will only be done if all their compulsory documentation has been submitted and are valid.

The technical evaluation consists of a maximum of 70 points of which the bidder must score a minimum of 49 points to be considered responsive.

Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Employer's Requirements).

Multiple Contracts

The works consists of a single contract.

Completion Time

An alternative Completion Time, if permitted under ITB 15.1, will be evaluated as follows:

Only bids offering a completion time equal to or less than the completion time stated in the Special Conditions of Contract shall be considered

Technical Alternatives

Technical alternatives, if permitted under ITB 15.1, will be evaluated as follows:

No technical alternatives are permitted during the bidding stage.

Margin of Preference

The following margin of preference will be applied. It will be applied to technical compliant bid whose corrected bid price lies within the +/- 10% of the Engineers estimate.

The preference set out below shall apply in respect of bids, and a bid may qualify for ONLY one of the preferences, as the case may be:

Services rendered by persons domiciled or companies incorporated in Namibia:

- i. Ten percent to companies based and operating from Henties Bay in respect of services offered, when a comparison is made to companies based and operating from any other part of Namibia. (To be clearly stated in company registration documents and attach Henties Fitness Certificate)
- ii. Ten percent to companies subcontracting works (15% or more of the Contract Value) works to a company based and operating from Henties Bay in respect of services offered, when a comparison is made to companies based and operating from any other part of Namibia. (Attach subcontractors' company registration document and Henties Fitness Certificate)
- iii. Ten percent to companies in a JV agreement with a based and operating from Henties Bay in respect of services offered, when a comparison is made to companies based and operating from any other part of Namibia. (To be clearly stated in company registration documents and attach Henties Fitness Certificate).

BIDDERS SHOULD CLAIM FOR THE PRICE PREFERENCE CLAIM BY FILLING IN THE FORM IN ANNEXURE 22.

Financial Proposal

The financial proposal will have a weight of 30points.

All Financial proposals (of bids submitted on time) will be opened for the purposes obtaining the average bid price.

Bids will be corrected for Arithmetic errors as per ITB 31.

Only bids that are technically compliant will be considered for Financial Evaluation.

Points will be given on a pro rata basis:

Bid prices will be evaluated on a scale of 1-30 with the highest score representing the lowest bid amount. The formula to be used in calculating the scores is:

STEP - 1. LEGAL AND ADMINISTRATIVE COMPLIANCE (ITB Clauses 13, 20 & 22)

#	DESCRIPTION	POINT
1.	Bidder has submitted one (1) original and one (2) copies of the bid.	
2.	Bid documents are initialled on each and every page;	
*3.	Bidder has submitted the duly filled in, signed, stamped, and dated Bid Submission Form;	YES
*4.	Bidder has submitted the duly filled in, signed, stamped and dated and appropriately valid Bid Securing Declaration;	YES
5.	Evidence of Signatory authorized to sign the bid;	
*6.	Bidder submitted a Written Undertaking in terms of Section 138 of the Labour Act, 2015.	YES
*7.	Bidder has submitted a completed and signed Bill of Quantities;	YES
*8.	Bidder has submitted a valid Company Registration Certificate;	YES
*9.	Bidder has submitted an original valid Good Standing Tax Certificate;	YES
*10.	Bidder has submitted an original valid Good Standing Social Security Certificate;	YES
*11.	Bidder has submitted 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;	YES
12.	Bidder has submitted a receipt of Document Levy;	
13.	Bidder has attached Notice to Bidders and pre-bid meeting minutes.	
14.	Bidder has submitted a SME certificate	
15.	OVERALL ADMINISTRATIVE COMPLIANCE	YES

** items warrant disqualification*

Failure to submit all requested compulsory documentation will exclude Bids from further evaluation and comparison.

STEP - 2. TECHNICAL EVALUATION

Bidders **must** score a minimum of 49 points to be considered substantially responsive.

TECHNICAL CRITERIA	QUALIFYING	POINTS	MAXIMUM POINTS
a. Qualification and relevant experience of key staff			
Contract Manager	5 or more years' experience as a Contract Manager on similar works	3	10
	4-5 years' experience as a Contract Manager on similar works	2	
	3 years' experience as a Contract Manager on similar works	1	
Site Agent	5 or more years' experience	2	
	4-5 years' experience	1.5	
	3 years' experience	1	
Surveyor	5 or more years' experience	2	
	4-5 years' experience	1.5	
	3 years' experience	1	
Pipe laying Foreman	5 or more years' experience	2	
	4-5 years' experience	1.5	
	3 years' experience	1	
Concrete works foreman	5 or more years' experience	1	
	4-5 years' experience	0.5	
	3 years' experience	0	
b. Work Method and Schedule			
Work Method	Work Method provided relating to the project provided	2.5	5
Work Schedule	Work Schedule provided relating to the project provided	2.5	
c. Financial Capability and Resources			
evidence to be in the form of Reference letters of construction work showing project amount and date of project:			
Average Annual Financial Amount of Construction (N\$) for the years 2020-2024	If <u>evidence</u> provided for 5yr average is more than 100% of bid price	8	8
	If evidence provided for 5yr average is 86% to 99% of bid price	7	
	If evidence provided for 5yr average is at least 75%-85% of bid price	6	
Evidence of Access to Financial Resources	evidence to be in the form of bank statement, letter from bank showing <u>amount of credit</u> , letters from suppliers showing <u>amounts of credit</u> and specific for this project:	12	12
	If <u>evidence</u> provided for liquid assets and/ or credit facilities net of other contractual commitments is at greater than 50%		

	If evidence provided for liquid assets and/ or credit facilities net of other contractual commitments is 26% - 45%	10	
	If evidence provided for liquid assets and/ or credit facilities net of other contractual commitments is 15%- 25%	9	
d. Plant and Equipment Available for the Works			
Heavy Duty Excavator	Show proof of ownership	4	15
	Show proof of lease or intention to hire	3	
Pipe Trench Compactor	Show proof of ownership or lease or intention to hire	2	
	Show proof of lease or intention to hire	1	
Water Truck	Show proof of ownership or lease or intention to hire	3	
	Show proof of lease or intention to hire	2	
Tipper Truck	Show proof of ownership or lease or intention to hire	3	
	Show proof of lease or intention to hire	2	
TLB/ Front End Loader	Show proof of ownership or lease or intention to hire	3	
	Show proof of lease or intention to hire	2	
e. Previous experience in similar Works			
(Appointment Letters, Certificates of Completion, and references.) (Nature = pipeline construction with erf connections (sewer) & Size = value of works is greater than or equal to bid price)			
Number of projects similar in nature and size that are at least 70% complete.	For 6 or more projects with proof	20	20
	For 4 to 5 projects with proof	16	
	For 3 projects with proof	12	
TOTAL TECHNICAL SCORE			70

STEP - 3. FINANCIAL EVALUATION

- Correction of Arithmetic errors.
 - Retain bidders within +/- 10% bracket of the Engineers estimate
 - Apply margin of Preference to Bids within +/- 10% of the Engineers estimate.
 - Allocate points will be given on a pro rata basis:
- The formula to be used in calculating the scores is:

$$\text{Financial Score} = \frac{\text{Lowest bid price} \times 30}{\text{bid price}}$$

Section IV – Bidding Forms

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Bid Submission Form

The Bidder must prepare the Bid Submission Form on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.

Date: _____

Bidder's Reference No.: _____

Procurement Reference No.: _____

To:

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;

We offer to be pre-qualified in conformity with the Bidding Documents for the following Works:

_____;
The total price of our Bid after discounts, if any, offered in item (d) below is:

_____;

The discounts offered and the methodology for their application are:

_____;

Our bid shall be valid for a period of _____ [insert validity period as specified in ITB 19.1.] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;

We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;

We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;

Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;

We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;¹

We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and (Not applicable at this stage)

If we are pre-qualified, the person named below shall act as Contractor's Representative:

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to
sign the Bid for and on
behalf of: _____

Date: _____

Seal of Company _____

¹ Use one of the two options as appropriate.

Bid Securing Declaration

(Section 45 of Act)

(Regulation 37(1)(b) and 37(5))

Date:/Day/month/year/.....

Procurement Ref No.:

To:[insert complete name of Public Entity and address].....

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 modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;

refusal by a bidder to accept a correction of an error appearing on the face of a bid;

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

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]

Section IV – Bidding Forms

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.]

**delete if not applicable / appropriate*



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

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:

A labour inspector may conduct unannounced inspections to assess the level of compliance

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.

Qualification Information

*[The information to be filled in by **bidders** in the following pages shall be used for purposes of post-qualification or for verification of prequalification as provided for in ITB Clause 6. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]*

1 INDIVIDUAL BIDDERS OR INDIVIDUAL MEMBERS OF JOINT VENTURES.

Note: In the event that the Bid is submitted as a joint venture, a comprehensive and signed Joint Venture Agreement between the parties should be submitted. The joint venture agreement shall clearly indicate all parties to the agreement, shareholding in the agreement and all work elements to be completed by each party. **Note that in the case of a joint venture bid, all the forms to be completed by bidder in this section shall be submitted for each member of the joint venture!**

1.1a Bidder's Company Profile

Full Name of Company / Joint Venture

Legal Structure of Company (e.g. Proprietary Limited Company, Close Corporation etc)

.....

Registration Number

Name and qualification of shareholders / partners:

1.

2.

3.

Principal place of business:

P.O BOX

STREET

TOWN

TEL

FAX

E-MAIL

Number of Years in Operation

If the Company is a subsidiary, Name of Parent Company

Postal Address of Parent Company

.....

Physical Address of Parent Company

.....

DATE: **SIGNATURE OF BIDDER:**

1.1b Evidence of signatory authorized to sign the bid (if applicable):

In the cases 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

dated a certified copy of which is attached to the bid.

AS WITNESSES:

1.

2. BIDDER*

DATE:

*Signature to correspond with that on the Bid Submission Form.

1.2 Annual amounts of construction works performed during the last 5 years *[insert amounts in the national currency equivalent]*

Year	Amount (N\$)
2021	
2020	
2019	
2018	
2017	

1.3 Provide information on 3 projects of a nature and amount similar to the Works performed as prime Contractor over the last 5 years.
[Also list details of work under way or committed, including expected completion date(s).]

A. Similar Works completed satisfactorily.

Project/Contract name and country	Name of client and contact person	Client contact details	Type of work performed and year of completion	Start date	Completion Date	Value of contract in NAD
(a)						
(b)						
(c)						
(d)						
(e)						

Proof to be provided in the form of Practical Completion Certificates

B. Works under way and/or committed to.

Project/ Contract name and country	Name of client and contact person	Client contact details	Type of work performed and year of completion	Start date	Scheduled Completion Date	Value of contract in NAD
(a)						
(b)						
(c)						
(d)						
(e)						

Proof to be provided in the form of appointment letters

Section IV – Bidding Forms

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. [List all information requested below. Refer also to ITB Sub-Clause 6.3 (c).]

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)	Where plant can be inspected	Registration No.	Date available on Site after award
(a)						
(b)						
(c)						
(d)						
(e)						
(f)						
(g)						
(h)						
(i)						
(j)						

Attach proof of ownership where applicable and when not owned by the Bidder, state the agreement and include valid lease and/or hire purchase agreement for the relevant plant, which provides the Bid No., the type of plant considered, the period of validity of the agreement, the period of availability of the plant and the shortest period of time within which the plant can be delivered to Site. Failure to do so may disqualify the Bid offer.

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach CVs and organogram]. Refer also to ITB Sub-Clause 6.3 (d).]*

A. Professional and Technical Staff

Position	Name	Nationality		Age	Qualification	Years of experience (general)	Years of experience in proposed position
		Namibian	Non-Namibian				
(a)	Contract Manager						
(b)	Site Agent / Contractor's Superintendent						
(c)	Foreman (Concrete)						
(d)	Foreman (Pipe laying)						
(e)	Foreman (Specify)						
(f)	Surveyor						
(g)	Other (Specify)						
(h)							

A. Professional and Technical Staff

Category	Number of
(a) Clerical Staff	
(b) Artisans	
(c) Semi-skilled Labourers	
(d) Unskilled Labourers	
TOTAL No. OF STAFF	

Note

In the case that a member of the Contractor's Professional and Technical staff changes from what is submitted on this form during the duration of the project, then the Contractor must first seek approval in writing from the Project manager.

1.6 Proposed subcontracts and firms involved. Refer to General Conditions of Contract Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Nature of subcontractor specializes in	work	Experience in similar work
(a)					
(b)					
(c)					
(d)					

1.7 Bidder shall attach audited **Financial Reports** for the last 3 years including:

- Most recent audited balance sheet
- Cash flow statements
- Income statements
- Any other

Provide a summary of assets and liabilities in the table below on the basis of audited financial statements of the three most recent financial years.

Financial data	Year 2019/2020	Year 2020/2021	Year 2021/2022
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Net worth			
6. Working Capital			

1.8 Evidence of access to financial resources to meet the qualification requirements such as cash in hand and lines of credit to the value **specified in the BDS**. The bidder shall attach a binding letter of intent for credit from his bank on the bank letterhead. List below and attach copies of supporting documents. The Bidder should attach a letter providing the Bank Manager's opinion on financial ability to carry out the Works.

Item	Value
1. Cash in hand	
2. Name and address of commercial Bank providing credit line	
3. Amount of credit line	
4.	

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Public Entity.

Bank Name	Services Provided	Contact Person	Address	Telephone	Email
1.					
2.					

1.10 Provide information on current litigation(s) in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

1.11 Proposed Programme (work method). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents. **The project will be carried out in a built up area (there are existing telecommunication, electrical and water services). In his methodology the contractor is to explicitly explain how he intends to carry out his construction work in this built up area.**

2. ADDITIONAL REQUIREMENTS

2.1 Format of letter providing authority to seek references from the Bidder's bankers

I/We hereby authorise the Municipality of Henties Bay to approach the bank below for any further references. I allow the banks named below to provide a bank rating and reference of the bidder disclosed in writing:

Name of Bank:

Banker's name:

Banker's address:

.....

.....

.....

Account number:

SIGNED AT

THISDAY OF.....

ON BEHALF OF

AS WITNESSES: 1.

2.

SIGNED ON BEHALF OF THE BIDDER

2.2 Bidders should provide any additional information requested in the Bidding Document.

PART 2 – Employer’s Requirements

Engineer in this section has the same meaning as Project Manager elsewhere in the Bidding Documents

Section V – Employer’s Requirements

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PROJECT SPECIFICATIONS

INTRODUCTION

The occupants in Omdel Propoer, Omdel Ext. 1, Omdel Ext. 2, Omdel Ext.3, Omdel Ext. 4 and Omdel Ext.6 still make use of conservancy tanks to store sewerage before the tanks are emptied by the Municipality. Each property has its own conservancy tank. It has become time consuming and costly for the Municipality to empty these tanks as such the Municipality would like to install a conventional gravity system with pump stations to replace the use of these conservancy tank.

The Municipality would therefore like to pre-qualify suitable contractors who would be able to perform the above described work.

General Description of Works

The Contractor should take note that the General Description of the Works serves to outline the extent of the works, but does not limit the amount of work which may be required of the Contractor under the Contract.

General

The following activities will form part of the expected works:

Establishment of Plant, and Site Camp of the Contractor;

Setting out of the works;

Construction of waterborne sewer system;

Construction of sewer pump stations and rising main(s);

Gravity Waterborne Sewer Network

The sewer network that will be constructed will consist of a gravity fed waterborne sewer system consisting of the following:

Pipes	uPVC Class 34, various diameters, total length to be determined
Manholes	Total number to be determined

Sewer Pump Stations and Rising Mains

Sewer pump stations will be constructed under this contract.

NATURE OF GROUND AND SUBSOIL CONDITIONS

Sandy soil can be expected.

Selected Granular Bedding Material (Bedding For Pipes)

The Contractor will have to identify his own sources (possibly from trench excavations themselves) for selected granular material to be used for bedding flexible pipes. These materials will have to be tested and the results submitted to the Engineer for approval prior to the construction activities involving these materials. Because no overhaul is paid, it is of utmost importance that each Bidder identifies suitable sources of materials at Bid stage, so as to establish the transport cost thereof to be included in the Bid.

Selected Fill Material (Bedding For Pipes)

Selected fill may be obtained from the specified trench excavations on the site.

FEATURES REQUIRING SPECIAL ATTENTION

Existing Services

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

APPLICABLE STANDARDIZED AND GENERAL SPECIFICATIONS

The applicable specifications for this Contract will be "Standardized Specification for Civil Engineering Construction, SABS 1200, 1986 of the South African Bureau of Standards".

Any reference to the General Conditions of Contract of the SABS 1200 will be interpreted to be the General Conditions of Contract, of this contract document.

None of the above standard specifications are included into this document. The following sections of the SANS 1200 will be applicable:

SANS 1200 A	GENERAL
SANS 1200 C	SITE CLEARANCE
SANS 1200 D	EARTHWORKS
SANS 1200 DB	EARTHWORKS (PIPE TRENCHES)
SANS 1200 GA	CONCRETE (SMALLWORKS)
SANS 1200 HA	STEELWORK
SANS 1200 L	MEDIUM-PRESSURE PIPELINES
SANS 1200 LA	FITTINGS AND ANCILLARY ITEMS
SANS 1200 LB	BEDDING (PIPES)
SANS 1200 LD	SEWER
SANS 1200 LF	ERF CONNECTIONS (WATER)

the items are positioned prior to construction or subsequently placed in blocked-out holes.

SANS 1200L: MEDIUM PRESSURE PIPES

Materials

General (Clause 3.1)

The materials for pipes and fittings shall be manufactured in accordance with the Codes of Practice listed in Appendix A of SABS 1200 L: Medium Pressure Pipelines.

Steel pipes and fittings shall be protected as specified, and where buried, shall be protected with a petrolatum mastic and tape such as Denso or similar. The application shall be carried out strictly in accordance with the manufacturer's instructions. Steel fittings and specials shall be manufactured from Grade B steel.

Pipes shall be delivered as indicated on the drawings. Offers for pipes of alternative materials will be considered as provided for in the Conditions of Tender.

Pipes of Nominal Bore Up To 150mm (Clause 3.4.2)

Steel pipes and specials from 100 mm diameter upwards shall be flanged.

uPVC Pipes (Clause 3.7.1)

Pressure pipes used shall be uPVC Class 12.

Sewer pipes used shall be for diameters 160 mm and smaller - uPVC (minimum hoop strength 400 kPa)

Polyethylene Pipes and Fittings (Clause 3.7.2)

Pipes and fittings shall be one of the following types:

Type 4 high density pipes and compression fittings to sabs 533 (if type not specified).

Type 1 low density pipes and nylon insert fittings to sabs 533

Non sabs (agro) pipes and nylon insert fittings.

Galvanized pipes and specials

Straight galvanized pipes

Pipes **shall** conform to SABS 62

Unless otherwise specified, pipes shall be medium class

Jointing Materials (Clause 3.8)

Jointing materials are not measured separately and all bolts, nuts, washers, gaskets, rubber rings, etc. are deemed to be included in the price for supply and installation of pipes and specials.

Flexible Couplings (Clause 3.8.2)

All flexible couplings for steel pipes shall be "Viking Johnson" couplings without centre register, or approved similar.

Rubber rings shall be of the wedge type and shall be manufactured from natural or synthetic rubber only. Reclaimed rubber shall not be used in the manufacture of the rubber rings.

The use of flexible stepped couplings will not be permitted.

Flanges and accessories (Clause 3.8.3)

All flanges, not jointing to existing flanges, shall be drilled in accordance with SABS

1123 Table 1000/3. The type, drilling pattern and sizes of flanges jointing to existing flanges shall match those of the existing flanges and shall be determined on Site. It is the responsibility of the Contractor to ensure the correct fit of all new flanges where they are jointed to existing flanges.

Loose flanges (Clause 3.8.4)

All bolts and nuts shall comply with the requirements of SABS 135. Stainless steel bolts and nuts shall be used for all stainless steel pipes and fittings. All other bolts and nuts shall be cadmium coated. Gaskets shall be manufactured from "Klingerite" or approved similar material.

Existing pipelines, flanges and fittings

It is the responsibility of the Contractor to establish the exact dimensions of all existing pipeline outer diameters, flanges and other fittings where these are to be connected to the new pipeline and appurtenant works. These shall be measured before orders for fittings, etc. are made. The Contractor shall carry the cost of all additional expenses if incorrect fittings are delivered to site.

Valves (Clause 3.10)

The following shall apply to valves:

Gate Valves will be resilient seal gate valves

Valves will close clockwise

Valves will have a non-rising spindle, and fitted with a cap top

Valves to be Class16 (PN16) valves and gate valves will comply with the requirements of SABS 664:1974

Flanged valves will be drilled to the nominal pressure class of BS 4504 table 10 or SABS 1123, table 1000-3

Valves will all receive an electrostatic epoxy powder coating as surface protection -internal and external.

Butterfly valves shall be wafer type valves and will be gearbox operated with fully replaceable seats.

All valves shall receive a body pressure test in the factory to 1.5 x the working pressure of the valve.

All valves shall be accompanied by a test certificate. No valves will be accepted without such a certificate.

Due to problems encountered with TVT butterfly valves, these will not be accepted. Valves shall be Compact or equivalent.

Steel Fittings Manufactured From Straight Galvanized Pipes

Damage to galvanized surface due to welding shall be kept to the minimum.

Where accessible welds on the inner surfaces of the fittings shall be treated with one coat of cold-galvanizing paint.

Welds on the outside of fittings shall be cleaned and treated with one coat cold galvanizing paint.

Steel Fittings to Be Hot- Dip Galvanized

Fittings shall be manufactured from medium class pipe to SABS 62.

After fabrication fittings shall be hot-dip zinc-coated to SABS 763.

If not specified in SABS 763 or elsewhere, minimum thickness of galvanizing shall be 65µm (455g/m²).

Epoxy Painted Steel Pipes and Specials

The pipes and specials shall be epoxy lined, on the inside, to SABS 1217

Unless otherwise specified, all buried steel pipes and pipes embedded in concrete shall be epoxy coated, on the outside, to SABS 1217 and all other pipes and specials, red lead primer coated, on the outside.

Manufacture of Straight Pipes

Pipes shall be manufactured in accordance with the requirements of SABS 719. Pipes shall be manufactured from grade A or grade B carbon steel, except for branches, etc. of diameter 150 mm NB and smaller, which may be manufactured from medium class uncoated steel pipe to SABS 62. Pipes to be coupled by flexible couplings shall have the external weld bead ground flush with the barrel for a length of 200 mm from the end to be coupled.

The wall thickness shall be as specified on the drawings.

Specials

Specials shall be manufactured from grade A or grade B carbon steel.

Specials to be coupled by flexible couplings shall have the external weld bead ground flush with the barrel for a length of 200 mm from the end to be coupled

Flanges shall conform to the requirements of SABS 1123.

Dimensional requirements of specials pertaining to outside diameter, wall thickness, pipe ends shall conform to requirements of SABS 719.

The wall thickness shall be as specified on the drawings.

Centre lines of barrels and branches shall intersect at right angles.

Thrust flanges and puddle flanges shall be fillet welded continuously to the barrel, around the whole circumference, on both sides of the flanges.

Thrust flanges and puddle flanges shall conform to the dimensions of SABS 1123 flanges, but left un-drilled and un-machined.

All finished specials shall be visually examined and shall be free of injurious defects.

Welds shall be inspected by the application of a penetrate dye on the inside of the welds and no trace of the dye shall appear on the outside. The use of penetrate dye must not be used as a test, to evaluate the pressure class or the water tightness of the fitting.

The Surface of Steel Pipes To Be Lined Shall Be Treated As Follows:

Contaminants shall be removed by an appropriate method such as with an organic solvent emulsion cleaner or a suitable detergent.

The surface shall be blast-cleaned with a suitable abrasive to achieve a preparation grade of not less than Sa3, and shall have an average surface profile of 25 to 100µm.

The surface shall be blown clean with clean dry compressed air, dusted off with clean dry brushes or vacuum-cleaned so as to give dust and debris, assessed in accordance with SABS 769, not greater than 0,1 %.

The clean pipe surfaces should be coated as soon as possible, but in any event before condensation, oxidation or contamination of the blast-cleaned surface can take place.

Should immediate lining not be possible for reasons of breakdown, etc. or should any atmospheric oxidation take place between the completion of blast cleaning and commencement of lining, such oxidation shall be removed by open nozzle type localized blasting to restore the specified surface finish.

The Lining Shall Be Applied As Follows:

The lining material shall be Copon EP 2300T two pack epoxy coating or Copon KSIR88 in the case of airless spray application. Substitute paints shall not be used without prior approval:

1st coat: All surfaces shall receive the first coat of epoxy resin in a colour red oxide or similar colour distinctly different from the subsequent coats. The application shall be free of all tears, runs, pinholes, holidays or dust particles, and the dry film thickness of the coat shall not exceed 50µm, above the peaks of the blast profile as measured by an eddy current instrument, unless otherwise recommended by the coating manufacturer. The first coat shall be allowed to dry for a minimum of 24 hours and a maximum of 72 hours or such other intervals as specified by the supplier of the epoxy resin, during which time the coat shall be protected against contamination by dust or other foreign matter, shall be kept dry and shaded from direct sunlight.

2nd coat: The second coat shall then be applied in a colour pale oxide or a shade tinted sufficiently to ensure complete and correct coverage of the first coat application. The application shall be free of all tears, runs, pinholes, holidays or dust particles. Drying and curing of the second coat shall be as for the first coat.

3rd coat: The third coat shall then be applied in a colour pale oxide or a shade tinted sufficiently to ensure complete and correct coverage of the second coat application. The application shall be free of all tears, runs, pinholes, holidays or dust particles. Drying and curing of the third coat shall be as for the first coat.

4th and subsequent coats, if applicable, shall be applied, dried and cured as specified for the previous coats.

The final lining shall have a total dry film thickness not less than 200µm in any area measured by means of an eddy current instrument. The lining shall be allowed to dry completely and cure for the time specified by the supplier of the epoxy resin.

The ends of a pipe, intended to be butt-welded to another on site, shall be left uncoated and unlined for a distance of 50mm from the end.

A flanged pipe that is to be lined shall have the lining continued as a coating over the entire mating surface of the flanges.

The end of the pipe to be lined and joined to another pipe by means of a coupling shall have the lining continued as a coating on the outside of the pipe for at least 150mm from the end.

The whole lining shall be pinhole free when tested with a pinhole detector using a voltage of 80 to 100 Volts.

Epoxy Coating

The surface preparation and application shall be as for the lining.

The whole coating shall be pinhole free when tested with a pinhole detector using a voltage of 80 to 100 Volts.

Red Lead Primer Coating

The surface preparation and application shall be as for the lining.

A minimum of two coats of red lead primer, type 1 grade 2 to SASS 312 shall be applied.

The primer shall be brush applied.

The second coat shall not be applied until a minimum of 36 hours has elapsed since the completion of the application of the first coat.

The total dry thickness of the coating shall be at least 60 µm.

The coating shall overlap the extension of the lining by at least 40mm

Stainless Steel Pipes and Fittings

Pipes shall be manufactured from grade 34 stainless steel.

End flanges shall be manufactured from grade 34 stainless steel (unless specified to be mild steel).

Thrust and puddle flanges to be embedded in concrete may be manufactured from grade A or S carbon steel to SABS 719.

Thickness of flanges shall be as specified by SABS 1123 for mild steel flanges.

Flanges shall be drilled to SABS 1123.

Pipes shall have not more than one longitudinal seam.

All welds shall be in accordance with the requirements of SABS 044 part 3.

Welds shall be inspected by the application of a penetrant dye on the inside of the welds and no trace of the dye shall appear on the outside. The use of penetrant dye must not be used as a test, to evaluate the pressure class or the water tightness of the fitting.

Dimensional requirements of specials pertaining to outside diameter, wall thickness, pipe ends shall conform to the requirements of SABS 719. The wall thickness shall be as specified on the drawings.

Flanges

Flanges shall be drilled off-center to suit mating flanges drilled to SABS 1123

Bolts, Nuts, Washers and Gaskets

If specified, all flanged items shall be supplied complete with bolts, nuts, washers and rubber insertion gaskets for jointing up to adjacent fittings

All bolts, nuts and washers to be hot dip galvanized to SABS 763

All bolts and nuts shall be ISO metric with hexagon heads to SABS 135

Bolts shall be of sufficient length for at least two screw threads to protrude outside nuts when assemblies are fully tightened

One washer will be supplied per stud/nut or bolt/nut combination

Tolerances

Tolerances of Welded Steel Specials and Fittings

Dimensional requirements of specials pertaining to outside diameter, wall thickness, pipe ends shall conform to requirements of SABS 719

The total angle of bends shall not deviate more than that given in the Schedule of Quantities by more than 30 minutes. Bends for pipes of outside diameter 219 mm or less may be of even curvature, but for bigger pipes all bends shall be gusseted and dimensional requirements and tolerances shall be in accordance with BS 534.

Tees shall be fabricated in accordance with BS 534 but the branch axis shall be truly at right angle to the barrel axis

Specials and fittings for which "exact" lengths are specified shall be subject to a tolerance of ± 6 mm.

Requirements to Be Specified

In addition to the nominal bore, working pressure and flange table, the following requirements are specified on the drawings or in the bid document:

Whether nuts, bolts, washers and gaskets are to be supplied (applicable to supply and delivery bids only) and point of delivery.

Fibre Cement Pipes: Whether un-dipped, single or double bitumen dipped.

Polyethylene Pipes: Type of pipe

Galvanized Pipes and Specials: Whether steel fittings shall be manufactured from straight galvanized pipe (9.2), or hot dip zinc coated (9.3)

Epoxy Painted Steel Pipes and Specials: Whether epoxy painted coating or red oxide primer is required on the outside of the pipe or special.

Measurement and Payment

General (Clause 8.1)

All items shall be measured as set out in Clause 8 of SABS 1200L and as specified in the Schedule of Quantities and payment will be made in accordance with the bid price per unit of the particular item. In manufacture, supply and deliver Contracts it will be measured by length of pipes and Number fittings and specials supplied at point of delivery.

Distinction shall be made between different types of pipes, fittings and specials as well as diameter and pressure ratings and shall be scheduled as separated items.

The rate tendered shall include for the fabrication, testing, lining and coating, protection, transport to site, off-loading storing and installation, where applicable, all in accordance with the relevant clauses of the specifications

All pipes, fittings and specials manufactured, tested, lined and coated, In accordance with the specifications and transported and delivered to Site, stored and accepted and installed where applicable on Site, will be measured for payment purposes under this section and shall include for supplementary protection material required.

Standard Specification for the Supply of Valves and Other Pipeline Accessories for Civil Work

This specification covers the design, manufacture and supply of isolating valves and flexible couplings.

This specification is a supplement to the relevant SABS specifications and will in no way relieve the Supplier or Contractor of the requirements of the relevant SABS specifications.

Where this specification is required for a project the following specifications, including this one, shall inter-alia, form part of the contract document.

Design Pressure

Each valve and coupling shall have a working pressure as stated on the drawings and in the bid document.

Flanges

Flanges shall be drilled off-center to suit mating flanges drilled to SABS 1123

Bolts, Nuts, Washers and Gaskets

If specified, flanged valves or any other item shall be supplied complete with bolts, nuts, washers and rubber insertion gaskets for jointing up to adjacent fittings.

All bolts, nuts and washers to be hot dip galvanized to SABS 763.

All bolts and nuts shall be ISO metric with hexagon heads to SABS 135.

Bolts shall be of sufficient length for at least two screw threads to protrude outside nuts when assemblies are fully tightened.

One washer will be supplied per stud/nut or bolt/nut combination.

Painting Of Valves and Other Accessories

Valve bodies from ferrous metals and the jointing faces thereof shall be given a protective coating of suitable paint.

Spares

Spares shall be easily procurable.

Resilient Seal Valves

Valves shall conform to SABS 664 (VOSA, AINSWORTH or equivalent).

Closure of valves shall be by clock-wise rotation of hand wheels.

Valves shall be of the non-rising spindle type.

All gears with a ratio of 1:3 and lower shall be provided with easily replaceable shear pins to prevent damage to the valve if excessive force is applied.

Ball Valves

Medium Duty

Valves shall be of the full flow in-line ball valve type, Glen or equivalent.

The valve bed shall be nylon-lined.

Heavy Duty

Valves shall be of the full flow in-line ball valve type, Glen or equivalent.

360 ° rotation of the handles shall be possible.

The valve bed shall be rubber-lined.

The handle shall be manufactured from mild steel.

Flexible Couplings

Flexible couplings and flange adaptors shall be KLAMFLEX, VIKING JOHNSON, or equivalent.

Couplings and flange adaptors shall be hot-dip galvanized or epoxy painted as specified.

Couplings shall be supplied without Centre register unless otherwise specified.

Bolts, nuts, washers to be hot-dip galvanized.

Malleable Cast Iron Fittings

Malleable cast iron fittings shall conform to SABS 1190

Requirements to Be Specified

In addition to the nominal bore, working pressure and flange table, the following requirements are specified on the drawings or in the bid document:

General Requirements: Whether nuts, bolts, washers and gaskets, etc. Are to be supplied (applicable to supply and delivery bids only)

Valves: Flanged, spigotted, socketed or wafer type. With or without gearbox and with or without hand wheel or cap top

Measurement and Payment

All items shall be measured as set out in Clause 8 of SABS 1200L

The unit of measurement shall be as specified in the Schedule of Quantities and shall be the number of items supplied and installed, Inclusive all nuts, bolts, washers, rubbers and gaskets needed. In manufacture, supply and deliver Contracts it will be measured by the number items supplied at point of delivery

Distinction shall be made between different types of items as well as diameter and pressure ratings and shall be scheduled as separated items.

The rate tendered shall include for the fabrication, testing, lining and coating, protection, transport to site, off-loading storing and installation, where applicable, all in accordance with the relevant clauses of the specifications

All items manufactured, tested, lined and coated, In accordance with the specifications and transported and delivered to Site, stored and accepted and installed where applicable on Site, will

be measured for payment purposes under this section and shall include for supplementary protection material required.

Payment will be made in accordance with the bid price per unit of the particular item.

BUILDING CONSTRUCTION

This Specification covers the construction of brick walls including foundations, plastering, doors, floors, painting and all other aspects required to complete this work in accordance with the specifications and details given on the drawings

Supporting Specifications

Where this specification is required for a project, the following specifications shall, inter alia. Form part of the contract document:

Project Specifications;

SABS 1200 AH;

SABS 1200 C;

SABS 1200 D or SABS DA, as applicable;

SABS 1200 G or SABS 1200 GA, as applicable.

Materials

Materials used in the construction of the works shall generally comply with the relevant standard specifications. In particular, the following standard specifications shall apply:

SABS 987:	Cement Bricks
SABS 471:	Portland cement
SABS 523:	Limes for Use in Buildings
SABS 1083:	Aggregate from Natural Sources
SABS 634:	Emulsion Paints for Exterior Use
SABS 904:	Red Oxide Zinc Chromate Primer
SABS 545:	Wooden Flush Doors
SABS 678:	Primers for Wood
SABS 681:	Undercoats for Paints
SABS 630:	Decorative High Gloss Enamel Paints
SABS 920:	Steel Bars for Concrete Reinforcement
SABS 679:	Fine Chromate Primer

Plant (SANS 1200AH, Clause 4)

Applicable to this specification.

Construction (SANS 1200AH, Clause 5)

Foundation Excavations

All excavations and other earthworks shall be carried out in accordance with the requirements of SABS 1200 DA and the project specifications.

Concrete for Foundations

All concrete work shall comply with the requirements of SABS 1200 GA and the project specifications.

Walls Brickwork

General

All brickwork shall be executed in standard cement bricks which shall comply with the requirements of SABS 987 for class S7 bricks. Bricks shall be laid in English bond. Door frames shall be built in as the brickwork progresses.

Mortar

Class B mortar which contains no lime shall be used throughout. The preparation of the mortar shall be such that all mixed mortar is used within one hour after mixing. Mortar which shows signs of beginning to harden shall not be used and must be discarded.

Reinforcement

Unless shown otherwise on the drawings or ordered by the Engineer each third layer of bricks in all walls shall be reinforced with a layer of 3 mm standard welded mesh brick reinforcement. Adequate overlap of such reinforcements shall be provided where joints in reinforcement occur and in all corners.

Damp proof Course

Damp proof materials and other packing required at construction joints, at the base of wall or under concrete slabs shall comply with the requirements shown on the drawings.

Plaster

Before any plastering of walls and brickwork commences the surfaces thereof shall be thoroughly brushed and washed with water. Thereafter plastering can commence and the completed plaster thickness shall lie between 12 mm and 20 mm final finishing of the plaster shall be by means of a steel trowel to give a smooth surface free of ridges and holes and scratch marks. Plaster shall consist of one part cement, four parts sand and 10 percent lime which has previously been mixed with the dry sand. All materials shall comply with the requirements of the following SABS:

Cement	SABS 471
Sand	SABS 1083
Lime	SABS 523

Doors and Door Frames

Wooden doors shall conform to the requirements of SABS 545 and CKS 153 as applicable.

Floor

Preparation

Approved hard core material 100 mm thick shall be placed on a levelled surface and compacted to at least 93 % of Mod AASHTO Maximum Dry Density before any surface beds are cast.

Surface Beds

Minimum 100 mm thick concrete shall be cast on previously approved compacted hard core and shall receive steel float finish to levels indicated on the drawings. Concrete shall comply with the requirements of SABS 1200 GA and Clause PSGA-4 of the project specifications.

Waterproofing

The surface beds shall be underlain by 250 micron black PVC membrane conforming to the requirements of SABS 952 class C. A lap of 300 mm shall be provided at joints. Care shall be taken that the membrane is not punctured during the construction process.

Painting

General

All painting shall be carried out in accordance with manufacturer's instructions or recommendations. All surfaces shall be clean and correctly prepared before painting commences. All exposed surfaces and exposed steel surfaces, including those surfaces that are hidden or are inaccessible after installation, shall be painted and in the latter case all painting shall be completed before installation. All paint shall bear the SABS mark. The colours of the paint shall be as shown on the drawings or as directed by the Engineer.

Plastered Walls

An emulsion primer shall be applied followed by two coats of emulsion paint. All emulsion paints shall conform to the requirements of SABS 634, "Emulsion Paints for Exterior Use".

Timberwork

After the timberwork has been thoroughly sanded where required and cleaned an approved knot and surface sealant shall be applied. Thereafter a primer in accordance with SABS 678 type 111 shall be applied. This shall be followed by an undercoat in accordance with SABS 681 type 11 and a final coat of high gloss enamel conforming to SABS 630.

Tolerances (SANS 1200AH, Clause 6)

Permissible Deviations

The permissible deviations for foundations and elements or components above the foundations shall be as listed in Clause 6.2 of SABS 1200 GA and shall be as follows:-

Foundations	Degree of Accuracy III
Elements above foundation	Degree of Accuracy II

Testing (SANS 1200AH, Clause 7)

Applicable to this specification.

Measurement and Payment

All work shall be measured as set out hereunder and as specified in the Schedule of Quantities and payment will be made in accordance with the bid price per unit of the particular item.

Computation of Quantities

Excavations shall be measured in accordance with the requirements of Clause 8.3.1 of SABS 1200 DA.

Concrete foundations and surface beds shall be measured in accordance with the requirements of Clause 8 of SABS 1200 GA.

Waterproofing under the surface beds shall be measured by the square metre laid.

Brickwork shall be measured by the square metre constructed in a particular width and shall include for Damp proof course, for air bricks if specified and for the type of finish specified on the drawings or in the project specification.

Additional payment for plastering and painting shall only be made if specific items for the work is include in the Schedule of Quantities

Brickwork reinforcement shall be measured by the linear metre built in for a particular width and shall include for the galvanized hoop irons or ties to be fixed to columns, walls or slabs as specified on the drawings or in the project specification.

Plastering shall be measured by the square metre for walls and by linear metre for narrow width smaller than 300 mm. Different items will be scheduled for internal and external plastering, various narrow widths and types of finish required as specified on the drawings or in the project specification.

Painting shall be measured by the square metre for walls and by linear metre for narrow width smaller than 300 mm and shall include for preparation of the surface to receive the paint, the application of the under and or priming coat and for the type of finish specified on the drawings or in the project specification.

Doors shall be measured by the number and shall include for setting and building in door frames and painting in accordance with the requirements shown on the drawings or in the project specification.

Window frames shall be measured by the number and shall include for setting and building in window frames and painting in accordance with the requirements shown on the drawings or in the project specification.

Glazing shall be measured by the square meter. Different items will be scheduled for types of glazing required as specified on the drawings or in the project specification.

Built-in items and other miscellaneous items shall be measured by the number and shall include for setting and building in or fixing and painting in accordance with the requirements shown on the drawings or specified in the project specification.

All structural concrete, steel work and cladding needed in a building will be measured in accordance with the clause 8 of the relevant SABS specifications.

Scheduled Items

Waterproofing under surface beds as specified

Unit: Square Meter (m²)

Brick walls including Damp proof course, air bricks and surface finish including painting as specified on the drawings in the following widths:

110 mm Unit: Square Meter (m²)

220 mm Unit: Square Meter (m²)

345 mm Unit: Square Meter (m²)

Brickwork reinforcement including galvanized hoop irons or ties as specified on the drawings in the following widths:

75 mm Unit: Meter (m)

150 mm Unit: Meter (m)

Supply and building in of door frames and hanging of doors including painting all as specified on the drawings. The schedule of quantities shall distinguish between different door heights and width and for different wall thicknesses.

Unit: Number (No.)

Supply and building in of window frames including painting all as specified on the drawings. The schedule of quantities shall distinguish between different types of window frames.

Unit: Number (No.)

Supply and building of pre-cast concrete lintels for various walls thickness and for specified lengths.

Unit: Number (No.)

Supply and setting in, building in or fixing of miscellaneous Items including painting all as specified on the drawings.

The schedule of quantities shall distinguish between different types of glazing.

Plastering:

- | | |
|---------------------------------------|--------------------------------------|
| (a) Internal plaster | Unit: Square Meter (m ²) |
| (b) External plaster | Unit: Square Meter (m ²) |
| (c) Internal plaster to narrow widths | Unit: Meter (m) |
| (d) External plaster to narrow widths | Unit: Meter (m) |

Painting:

- | | |
|--|--------------------------------------|
| (a) Internal surfaces | Unit: Meter (m ²) |
| (b) External surfaces | Unit: Square Meter (m ²) |
| (c) Internal painting to narrow widths | Unit: Meter (m) |
| (d) External painting to narrow widths | Unit: Meter (m) |

Applicable Standards

Reference is made to the latest issues of the following standards:

- | | |
|--------------|---|
| SASS 471: | Portland cement |
| SABS 523: | Limes for use in Buildings |
| SABS 545: | Wooden Flush Doors |
| SABS 630: | Decorative High Gloss Enamel Paints |
| SABS 634: | Emulsion Paints for Exterior Use |
| SABS 678: | Primers for Wood |
| SABS 679: | Zinc Chromate Primer |
| SABS 681: | Undercoats for Paints |
| SABS 909: | Red Oxide Zinc Chromate Primer |
| SABS 952: | Polyethylene Sheet |
| SABS 987: | Cement Bricks |
| SABS 1200 A: | Civil Engineering Construction: General |

SABS 1200 AA:	Civil Engineering Construction: General (Small Works)
SABS 1200 C:	Civil Engineering Construction: Site Clearing
SABS 1200 D:	Civil Engineering Construction: Earthworks
SABS 1200 DA:	Civil Engineering Construction: Earthworks (Small Works)
SABS 1200 G:	Civil Engineering Construction: Concrete
SABS 1200 GA:	Civil Engineering Construction: Concrete (Small Works)

Codes of Practice

SABS 064: Preparation of Steel Surfaces for Coating

"Denso" Wrapping

This specification covers the protection of buried steel pipes, specials and couplings by means of petrolatum impregnated tape, "Denso", "Petro Tape", or equivalent.

General Requirements

The corrosion protection system shall be based on a specially formulated cold-applied high temperature petrolatum tape for corrosion protection of steelwork and pipelines.

Protection of Steel Pipes and Specials

Wire brush all pipes surfaces to remove loosely adhering corrosion product and other dirt. Prime bare metal surfaces with Denso Primer, leaving a thin film. Window Denso Tape circumferentially around the pipe, taking care to exclude air pockets. For pipes In excess of 80 NB, maintain 25 mm overlaps. Wind PVC outer wrap circumferential over the Denso Tape, staggered with the overlaps of the Denso Tape, Secure the PVC outer wrap at the ends of the rolls by one complete turn of self-adhesive tape.

Protection of Couplings

Remove all sand and dirt from the pipe barrel and coupling. Apply "Denso" Priming Solution liberally to bolt heads and nuts and a thin film on all other bare metal surfaces. Apply "Denso" Mastic to cover bolt heads and nuts on outside of flanges, and between flanges, to give 13 mm over on sleeve. Mould up to but not over bolts. Apply "Denso" Tape circumferentially over the mastic, taking care to exclude air pockets. Do not stretch the tape. One complete turn of tape is required, making an 80 mm overlap at the ends. Smooth the "Denso" tape over the mastic, pressing out any air pockets. Apply "Layflat" sheeting circumferentially over the whole joint. Use two complete turns of sheeting and secure the ends onto the pipe barrel by means of self-adhesive PVC tape.

The Contractor shall be responsible for supply and grouting in all anchor bolts and for grouting under frames if necessary when installing the pump sets.

Particular care shall be exercised to ensure that all guides or other fixed metal works are installed in the proper positions relative to the other equipment with which it will operate or function. The surfaces of all metalwork against which concrete, cement, grout or mortar will be placed, shall be thoroughly cleaned of all foreign matter like rust, grease, grout, dirt, etc., immediately before the concrete, grout or mortar is placed.

Plant and equipment shall be carefully levelled and aligned and after it has been properly set in position, shall be secured in position and all spaces beneath shall be completely filled with grout or mortar as necessary. Steel wedges and tools used to carry out positioning and securing of plant and equipment shall be provided by the Contractor. Care shall be taken not to distort the mounting frames.

BILL OF QUANTITIES

Bill of Quantities

PREAMBLE TO BILL OF QUANTITIES

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the Bidder bids to do work.

Amount: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications, or elsewhere, but of which the quantity of work is not measured in units.

The pages in the Bill of Quantities are numbered continuously. The Bidder must check the pages before he submits his Bid and if any pages are missing, duplicated, or unclear or contain obvious errors, the Engineer must be notified to have these errors rectified.

The Project Specifications, Instruction to Bidders, the General Conditions of Contract, the Special Conditions of Contract, the Drawings and Notice(s) to the Bidders are to be read in conjunction with the Bill of Quantities.

Descriptions in the Bill of Quantities are abbreviated and the Bill has been drawn up generally in accordance with the 1986 issue of SABS 1200. Should any requirement of the measurement and payment clause of the Applicable Standardised Specification, or the Project Specification, or the Particular Specification conflict with the terms of the Bill, or when relevant, the said SABS 1200, the requirement of the Standardised Project, or Particular Specification, as applicable, shall prevail. The measurement and payment clauses of each Specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.

Unless otherwise stated, items are measured net, in accordance with the Drawings and Specifications, and no allowance has been made for waste. All quantities are provisional and payment will be made after the actual quantities are agreed to.

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices to the Employer for the work described under each item. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based. These prices and rates must be net and not include Value Added Tax. The Value Added Tax must be added as a separate item on the summary page.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to have a price or rate of N\$ 0.00. It will be accepted that items against which no price has been inserted are covered by other prices or rates in the Bill.

The Bidder is at liberty to insert a rate of his own choice for each item in the Bill, but his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer will be obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill by the Contractor.

All rates and sums of money quoted in the Bill of Quantities shall be in Namibia Dollars and whole cents. Fractions of a cent shall be discarded.

The Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the Construction Drawings or measurement on Site with the Engineer that such quantities are in fact the correct quantities.

Reference to clauses in this and other documents and drawings are generally abbreviated as follows:

Document	Abbreviation
Instructions to Bidders	ITB
Bidding Data Sheet	BDS
General Conditions of Contract	GCC

Project Specifications	PS
Special Conditions of Contract	SCC
Specifications	SANS 1200 / SABS 1200
Drawings	DWG

The Bidder must price and extend each item and total of each Section in the Bill of Quantities in **BLACK INK**.

In the event on any arithmetical errors occurring in the totals in this Bill of Quantities, such totals will be corrected on the assumption that the rates quoted are correct.

Where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof is to be separately stated in the Preliminary and General Bill.

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations may appear in the Bill of Quantities:

d	=	day
h	=	hour
mm	=	millimetre
m	=	metre
km	=	kilometre
N\$/km	=	Namibia Dollar/kilometre
m ²	=	square metre
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic meter-kilometre
l	=	litre
kl	=	kilolitre
kW	=	kilowatt
kN	=	kiloNewton
kg	=	kilogram
t	=	ton (1 000 kg)
t/h	=	ton/hour
%	=	per cent
No	=	number
PC sum	=	prime cost sum
PS	=	provisional sum

SCHEDULE OF QUANTITIES: PRELIMINARY AND GENERAL

ITEM NO	SECTION REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SANS 1200 A	PRELIMINARY AND GENERAL				
1.1	8.3	FIXED-CHARGE AND VALUE RELATED ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum	1.00		
	8.3.2	Establishment of facilities on the Site:				
1.1.2	8.3.2.2	Facilities for the Contractor	Sum	1.00		
1.1.3	8.3.3	Other Fixed charge obligations	Sum	1.00		
1.1.4	8.3.4	Removal of Site Establishment on Completion	Sum	1.00		
1.1.5	8.3.5	Contract Sign Boards	No.	2.00		
1.2	8.4	SCHEDULED TIME-RELATED CHARGES FOR THE DURATION OF THE PROJECT				
1.2.1	8.4.1	Contractual requirements	Sum	1.00		
	8.4.2	Operation and maintenance of Facilities on Site for the duration of Construction				
1.2.2	8.4.2.2	Facilities for Contractor	Sum	1.00		
1.2.3		Contractor's security on site, monthly reimbursement	Sum	6.00		
1.2.4	8.4.3	Supervision for duration of Construction	Sum	1.00		
1.2.5		Company and Head Office Overhead Cost for the duration of Construction	Sum	1.00		
1.2.6	8.4.5	Other Time-related Obligations	Sum	1.00		
1.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
1.3.1		Additional tests ordered by the Engineer (Valued at N\$20,700.00)	PS	1.00		
1.4	8.8	TEMPORARY WORKS				
1.4.2	8.8.2	Dealing and Accommodation of Traffic	Sum	1.00		
1.4.3	8.8.4.1	Temporary Locating & Protection of services	PS	1.00		
Total Carried To Summary						

ITEM NO	SECTION REFERS	DESCRIPTION	UNIT	QTY	RATE	
4		SEWER RETICULATION				
4.1	SANS 1200DB	EXCAVATION SEWERAGE RETICULATION				
	8.2.1	Site Clearance				
4.1.1	8.3.1(a)	Clear Site and strip over the 3m wide strip of all vegetation and trees of girth up to 1 m	m	3 382.65		
	SANS 1200DB	Excavation for Sewerage Reticulation and House Connections				
	8.3.2	Excavate in all materials for trenches, backfill, compact and dispose of surplus material within free haul distance of 1.5km. Rate to include removal of all surplus material that cannot be used as selected fill material and is to include all expenses that may be incurred due to the removal of surface and/or sub-surface water in trenches by whatever means considered the most practicable by the Contractor. Rate to include accomodation of traffic and access to properties.				
	8.3.2	For normal trenches for 110mm, 160mm, 200mm and 250mm dia. pipeline				
4.1.2		Exceeding 0.0 but not 1.0 m	m³	333.22		
4.1.3		1,0 to 2m deep (Exceeding 1.0 but not 2m)	m³	1 392.98		
4.1.4		2.0 ,0 to 3,0 m deep (Exceeding 2.0 but not 3.0 m)	m³	650.36		
4.1.4		3,0 to 4,0 m deep (Exceeding 3.0 but not 4.0 m)	m³	762.94		
4.1.4		4,0 to 5,5 m deep (Exceeding 4.0 but not 5.0 m)	m³	350.00		
4.2	8.3.3	EXCAVATION ANCILLARIES				
	8.3.3.1	Make up deficiancy in backfill material (provisional)				
	SANS 1200 LB	Provision of Bedding from trench excavation within 0.5km				
Total Carried Forward						

ITEM NO	SECTION REFERS	DESCRIPTION	UNIT	QTY	RATE	
Brought Forward						
4.2.1	8.2.1	Selected granular material for bedding.	m³	723.64		
4.2.2	8.2.1	Selected fill material.	m³	484.77		
4.2.3		General fill material	m³	3 491.46		
		Supply only of bedding by importation from				
4.2.4	8.2.5	Overhaul of material for bedding (Provisional) where ordered Extra-over items 4.2.1 to 4.2.10	m³	408.23		
4.3	SANS 1200 LD	PIPES AND SPECIALS FOR SEWERAGE RETICULATION				
	8.2.1	Supply, lay, joint, bed, connect into manholes and test heavy duty, solid wall uPVC Class 34 sewer pipes with coupling material. The rate shall cover the cost of providing the pipes and the cost of laying, bedding, jointing, making connections into manholes, and testing the pipeline.				
4.3.1		160 mm dia pipes	m	148.07		
4.3.2		110 mm dia pipes	m	3 234.58		
4.4	SANS 1200 LD	MANHOLES FOR SEWERAGE RETICULATION				
Total Carried Forward						

ITEM NO	SECTION REFERS	DESCRIPTION	UNIT	QTY	RATE	
Brought Forward						
	8.2.5	Construct 1.2 m dia concrete manholes to main sewers. Complete but excluding covers and frames. On completion, the manhole shall be watertight and any leaks shall be made good at the contractor's expense. The rate shall cover the cost of dealing with any excavation (in all materials including disposal of surplus), that is additional to that measured under the item for pipe trench excavation and the cost of construction of manholes complete with 150 mm base, short pipes and all flexible couplings, in accordance with the details shown on the drawings. Depths indicated below are measured from top of cover to invert of manholes				
4.4.1		b) 0.5 - 1.0 m deep	No.	11.00		
4.4.2		c) 1.0 - 1.5 m deep	No.	8.00		
4.4.3		d) 1.5 - 2.0 m deep	No.	13.00		
4.4.4		e) 2.0 - 2.5 m deep	No.	11.00		
4.4.5		f) 2.5 - 3.0 m deep	No.	3.00		
4.4.5		g) 3.0 - 3.5 m deep	No.	1.00		
4.4.5		h) 3.5 - 4.0 m deep	No.	4.00		
4.4.5		i) 4.0 - 4.5 m deep	No.	4.00		
4.5	SANS 1882:2003	SUPPLY, BED AND FIX POLYMER MANHOLE COVERS AND FRAMES				
4.5.1		Heavy duty heavy circular locable manhole covers to Engineers Specifications (Similar to Phase 1)	No.	55.00		
4.6	8.2.6	CONNECTIONS TO MAIN SEWER Construct standard length of connection for sewers, including excavation, supply, fixing and testing of pipes 110 mm dia and all required fittings with junction on main line and plug stoppers at the end of connection pipes as indicated on drawings.				
Total Carried Forward						

ITEM NO	SECTION REFERS	DESCRIPTION	UNIT	QTY	RATE	
Brought Forward						
4.6.1		a) 3.0 m long	No.	164.00		
4.6.2		b) 6.0 m long	No.	44.00		
4.6.9		Supply and install Y-Standard house connection markers including 3mm galvanised wire to be painted green, as indicated on drawings.	No.	205.00		
4.6.10		Break into and connect to existing manhole including flexible joints and make good all benching	No.	1.00		
Total Carried Forward To Summary						

SEPTIC TANK REPLACEMENT - PHASE 2						
SCHEDULE OF QUANTITIES : SEWER PUMP STATION AND RISING MAIN						
ITEM NO	SECTION REFERS	DESCRIPTION	UNIT	QTY	RATE	
Brought Forward						
5	SANS 1200 GB	SEWER PUMP STATION AND RISING MAINS				
5.1		PRVISIONAL SUM FOR CONSTRUCTION OF SEWER PUMP STATION INCLUDING BOUNDARY WALL	PS	1.00		
5.2		PROVISIONAL SUM FOR CONSTRUCTION OF RAISING AND CONNECT TO EXISTING RAISING MAIN	PS	1.00		
Total Carried To Summary						

Section V – Employer's Requirements

	SECTION	DESCRIPTION				
	1	PRELIMINARY AND GENERAL				
	2	SEWER RETICULATION				
	3	SEWER PUMP STATION AND RISING MAIN				
		SUBTOTAL				
		Add 10% Contingency				
		SUBTOTAL				
		Add 15% VAT				
Total bidding Price						
SIGNED ON BEHALF OF BIDDER						

**PART 3 – Conditions of Contract
and Contract Forms**

Section VI – General Conditions of Contract

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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 Notification of award 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 Notification of award and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months unless otherwise stated.
- (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.
- (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 Notification of award.
- (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.

- (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) Notification of award,
 - (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 must be English and the law governing the Contract is the Law of Namibia.

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. Communication

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing to the addresses **specified in the SCC**. A notice shall be effective only when it is delivered.

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, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the 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:

- (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 notification of award. 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 effect 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.

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 thirty 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**, 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 Notification of award. If, in the notification of award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 15 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 **designated in the SCC** at the request of either party, within 30 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 15 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 30 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 within thirty (30) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above thirty (30) 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 Notification of award, 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 15 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.
- 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.

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 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.

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 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.

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 to 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 Notification of award 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.
 - (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:
 - (a) reason of any exceptionally adverse weather conditions (as specified in the BDS) and
 - (b) 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 30 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 Where payments are made in currencies other than the currency of the Employer's country **specified in the SCC**, 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:

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

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 coefficients² **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

² 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, 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 sums of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

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 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.

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 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 Notification of award and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 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 Namibia.
 - (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.
 - (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 Remuneration Regulations made under 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 favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

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 Body 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, 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 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 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:

- (a) the Contractor stops work for 30 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 30 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 60 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 15 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 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
 - (a) 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; or
 - (b) 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

These clauses should be read in conjunction with the General Conditions of Contract

A. General	
GCC 1.1 (r)	The Employer is Henties Bay Municipality, Erf 1513 C/O Jakkalsputz & Nicky Iyambo Avenue, P.O. Box 61, Henties Bay, Namibia, and the employer representative is the Acting SE Infrastructure, Planning and Technical Services, Mr. C. Somaeb
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 365 Days.
GCC 1.1 (y)	The Project Manager is Mr Reinhard Bohmer, Aloe Consulting Engineers (Pty) Ltd , P.O. Box 5891, Windhoek,
GCC 1.1 (aa)	The Site is located at Omdel, Henties Bay, and is defined in drawing N/A-.
GCC 1.1 (dd)	"The Start Date shall be TBD"
GCC 1.1 (hh)	The Works consist of the construction of sewer services in Omdel, Henties Bay.
GCC 2.2	Sectional Completions are: Not applicable
GCC 2.3(i)	The following documents also form part of the Contract: None
GCC 5.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 6.1	Delivery address for notices is: Employer: Henties Bay Municipality Erf 1513 C/O Jakkalsputz & Nicky Iyambo Avenue P.O. Box 61 Henties Bay Namibia Erf 1513 C/O Jakkalsputz & Nicky Iyambo Avenue, Henties Bay Contractor: The address to be provided by successful Bidder.
GCC 8.1	Schedule of other contractors: N/A
GCC 13.1	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>(a) for the Works, Plant and Materials: For the full amount of the Works.</p> <p>(b) for loss or damage to Equipment: For the full replacement value of the equipment that the contractor intends to use on site until taking over by the Employer</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: N\$50,000.00</p> <p>(d) for personal injury or death:</p> <p style="padding-left: 40px;">(i) of the Contractor's employees: The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works</p> <p style="padding-left: 40px;">(ii) of other people: This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives.</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable: Not applicable</p> <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>
GCC 14.1	Site Data are: Project Description in the Employer's Requirements.
GCC 20.1	The Site Possession Date(s) shall be: TBD.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Engineering Professions Association of Namibia.
GCC 24.	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p>"commence adjudication, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: The hourly rate and types of reimbursable expenses to be paid to the Adjudicator shall be as indicated in the Dispute Adjudication Agreement,

Section VII – Special Conditions of Contract

	provided by the Engineering Professions Association of Namibia and cost shall be borne by both parties in equal parts (50/50) and paid in full by the Contractor and the Employer.
GCC 24.4	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Adjudicator shall be final and binding to both parties”
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Notification of award.
GCC 25.3	The period between Program updates is 30 days. The amount to be withheld for late submission of an updated Program is N\$ 5,000.00.
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days.
GCC 39.7	Interim Payment for Plant and Material on site is applicable.
D. Cost Control	
GCC 41.1 (I)	Adverse weather conditions shall include but will not be limited to abnormal rainfall. The term "adverse" in terms of rain shall be satisfied when the actual number of rain days on which 20 mm or more rain fell in one day during a specific calendar month, exceeds the value X, where X is the number of rain days which occurred at a frequency of once in 3 years over the past 20 year period. The rain days to derive X shall be days on which 20 mm or more rain fell on one day during a specific month of the year as obtained from historical rain data over the past 20 years. For the purposes of this contract, the Contractor must allow for 18 working days per 12 contract months that will be lost due to adverse climatic conditions. The Contractor may only apply for extension of time should the number of days lost due to adverse weather conditions exceed 18 working days as set out above.
GCC 43.1	The currency of the Employer's country is: Namibian Dollars.
GCC 44.1	The Contract is subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients Does apply. The coefficients for adjustment of prices are: _____

Section VII – Special Conditions of Contract

	<p>(a) For currency Namibian Dollar :</p> <p>(i) 0.15 percent nonadjustable element (coefficient A).</p> <p>(ii) 0.85 percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be determined.</p> <p>The Index I for the specified international currency shall be determined.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p> <p>The Index I for currencies other than the local currency and the specified international currency shall be N/A.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
GCC 45.1	The proportion of payments retained is: 10%
GCC 46.1	<p>The liquidated damages for the whole of the Works are 0.15% of the contract price per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 5% of contract price.</p>
GCC 47.1	The Bonus for the whole of the Works is Not Applicable .
GCC 48.1	The Advance Payments shall be: 0% of the Contract price and shall be paid to the Contractor no later than Not Applicable .
GCC 49.1	<p>The Performance Security amount is 10% of contract price</p> <p>(f) Bank Guarantee: 10% of contract price .</p> <p><i>[A Bank Guarantee shall be unconditional (on demand) (see Section VIII. Security Forms)].</i></p>
E. Finishing the Contract	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is the completion date .</p> <p>The date by which “as built” drawings are required is the completion date.</p>
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is 5% of the retention amount
GCC 57.2 (g)	The maximum number of days is: 34 days ; <i>consistent with clause 46.1 on liquidated damages.</i>

Section VII – Special Conditions of Contract

GCC 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 0.5%.
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Section VIII – Contract Forms

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Contract Agreement

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

WHEREAS the Employer desires that the Works known as CONSTRUCTION OF SEWERAGE SERVICES IN OMDEL, HENTIES BAY 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 Notification of award
- (b) the Bid
- (c) the Addenda Nos*Insert addenda numbers if any....*
- (d) the Appendix to the General Conditions of Contract
- (e) the General Conditions of Contract;
- (f) the Specification
- (g) the Drawings; and
- (h) the completed Schedules,

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.

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

APPENDIX TO CONTRACT

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 Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the construction of *[description of works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil 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]*,⁴ and any demand for payment under it must be received by us at this office on or before that date.

³ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

⁴ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Contractor under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Employer should note that in the event of an extension of the time to perform the Contract, the Employer 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 Employer 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 Employer written request for such extension, such request to be presented to us before the expiry of the Guarantee."

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

Sample Form of Preference Security

Form of Preference Security (Bank Guarantee)

To: _____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and addresses of the contractor]* (hereinafter called "the Contractor"), has undertaken in pursuance to Contract No. _____ dated _____ to _____ execute _____ *[name of Contract and brief Description of Works]*, (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a local commercial bank for the sum specified therein as security for compliance with his obligation stated in Sub-Clause 49.2 of the Conditions of Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of Guarantee]*⁵, we undertake to pay you, upon your first written demand and without your having to substantiate such demand any sum within the limit of _____ *[amount of Guarantee]*.¹

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date of the Completion Certificate.

Signature and Seal of the Guarantor _____
Name of Bank _____
Address _____

⁵ Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

Date _____

Advance Payment Security

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[Name and Address of Employer]*

Date:

Advance Payment Guarantee No.:

We have been informed that *[name of the Contractor]*. (hereinafter called “the Contractor”) has entered into Contract No. *[reference number of the Contract]*. dated with you, for the execution of *[name of contract and brief description of Works]*. (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *[name of the currency and amount in figures]* ¹ (*[amount in words]*.) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]**. (*[amount in words]*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[Contractor's account number]*. at *[name and address of the Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ... day of, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

..... *[Seal of Bank and Signature(s)]*.

Note –

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1 The Guarantor shall insert an amount representing the amount of the advance payment denominated in Namibian Dollars as specified in the Contract.

2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end

of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

ANNEXURES

1. INVITATION FOR BID
2. DOCUMENT CHECKLIST
3. DRAWINGS
4. RECEIPT OF DOCUMENT LEVY
5. BID SUBMISSION FORM ON COMPANY LETTERHEAD
6. VALID COMPANY REGISTRATION CERTIFICATE
7. JOINT VENTURE AGREEMENT
8. POWER OF ATTORNEY OR BOARD RESOLUTION FOR BIDDER'S REPRESENTATIVE
9. ORIGINAL VALID GOOD STANDING TAX CERTIFICATE
10. ORIGINAL VALID GOOD STANDING SOCIAL SECURITY CERTIFICATE
11. 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;
12. A CERTIFICATE INDICATING SME STATUS (FOR BIDS RESERVED FOR SMES)
13. PROOF OF ANNUAL AMOUNTS OF CONSTRUCTION WORKS PERFORMED DURING THE LAST 5 (FIVE) YEARS
14. ATTACH PROOF OF OWNERSHIP IN FORM OF REGISTRATION CERTIFICATES AND WHEN NOT OWNED BY THE BIDDER, STATE THE AGREEMENT AND INCLUDE VALID LEASE AND/OR HIRE PURCHASE AGREEMENT FOR THE RELEVANT PLANT
15. CVs OF ALL PROFESSIONAL AND TECHNICAL STAFF
16. PROPOSED ORGANOGRAM FOR THIS PROJECT
17. FINANCIAL REPORTS
18. EVIDENCE OF ACCESS TO FINANCIAL RESOURCES TO MEET THE QUALIFICATION REQUIREMENTS
19. WORK METHOD
20. WORK SCHEDULE
21. RECORD OF COMMUNICATION WITH THE PROCUREMENT MANAGEMENT UNIT DURING BIDDING STAGE
22. MARGIN OF PREFERENCE
23. COMMENTS ON THE BIDDING DOCUMENT

ANNEXURE 1: INVITATION FOR BID



MUNICIPALITY OF HENTIES BAY
PROCUREMENT MANAGEMENT UNIT

PUBLIC NOTICE

INVITATION FOR OPEN NATIONAL BIDDING
Construction of sewer Infrastructure Services in Omdel, Henties bay

PROCUREMENT NO: W/ONB/HBM-03/2025

1. Bids are invited through Open National Bidding (ONB) procedures for Construction of sewer services including sewer gravity networks, sewer pump stations and sewer rising mains. This invitation is limited to entities incorporated in Namibia with no less than 51% equity that is owned by Namibian citizens of which no less than 30% is owned by previously disadvantaged persons.
2. Interested eligible bidders may obtain further procurement information from **Ms R. Jossop**, Tel: +264 64 502 000, Email: Admin.Tech@hbaymun.com.na
3. Requests for clarification should be received by **Friday, 13th June 2025**.
4. Qualification requirements are included in the Bidding Document.
5. A complete set of Bidding Documents may be Purchased for N\$300 by interested bidders from the Municipality at the below address, as from **Friday, 16th May 2025**.
6. Pre-bid clarification meeting and site inspection will be held for prospective contractors on **Tuesday, 3rd June 2025 at 11:00** at the Henties Bay Municipality.
7. Bid closing date is: **Wednesday, 1st of July 2025, at 15h00**

The envelope should be sealed and clearly marked "Bid Number **W/ONB/HBM-03/2025; CONSTRUCTION OF SEWERAGE SERVICES IN OMDEL, HENTIES BAY** and be delivered to the address below:

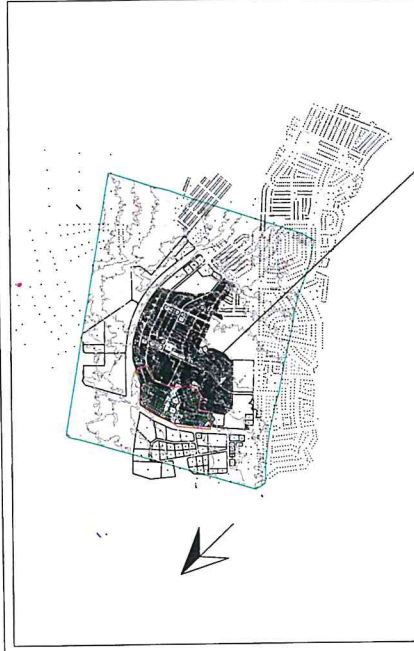
Bid Box
Henties Bay Municipality, Erf 1513 C/O Jakkalsputz & Nicky Iyambo Avenue, P.O. Box 61,
Henties Bay, Namibia

ANNEXURE 2: DOCUMENT CHECKLIST

No.	Document attached	Check
1	The original document plus one copies thereof, submitted together in one sealed envelope	
2	Bid documents initialled on each and every page	
3	Bid Submission Form	
4	Bid Security	
5	Written undertaking in terms of Section 138 of the Labour Act, 2015	
6	A completed Bill of Quantities	
7	A valid company Registration Certificate	
8	An original valid good Standing Tax Certificate	
9	An original valid good Standing Social Security Certificate	
10	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	
11	A certificate indicating SME Status	
12	Receipt of Document Levy	
13	Information on the constitution or legal status, place of registration, principal place of business of the Bidder, and joint venture agreement(s). <i>(see Section IV, Item 1.1a)</i>	
14	Evidence of signatory authorized to sign the bid. <i>(see Section IV, Item 1.1b)</i>	
15	Annual amounts of construction works performed during the last 5 years. <i>(see Section IV, Item 1.2)</i>	
16	Information on similar works completed and clients who may be contacted for further information on those contracts. <i>(see Section IV, Item 1.3)</i>	
17	Works under way and/or committed to. <i>(see Section IV, Item 1.3)</i>	
18	Proof of ownership, lease and hire purchase agreements for major items of construction equipment proposed to carry out the Contract. <i>(see Section IV, Item 1.4)</i>	
19	CVs of Professional and Technical Staff proposed for administration and execution of the Contract. <i>(see Section IV, Item 1.5)</i>	
20	List of proposed subcontractors. <i>(see Section IV, Item 1.6)</i>	

Annexures

No.	Document attached	Check
21	Certified copies of Audited Financial Reports / Financial Statements and a summary of assets, liabilities and working capital for the last 3 years. <i>(see Section IV, Item 1.7)</i>	
22	Evidence of adequacy of working capital for this Contract, such as cash in hand and lines of credit. Submit a binding letter(s) from a commercial bank / insurance company indicating that the bidder has/will have enough cash and/or credit totalling 15% of the bid price <i>(see Section IV, Item 1.8; and ITB6.3e)</i>	
23	Contact details of banks that can provide references. <i>(see Section IV, Item 1.9)</i>	
24	Information on current litigation(s) in which the Bidder is involved. <i>(see Section IV, Item 1.10)</i>	
25	Proposed Programme including work method and schedule. <i>(see Section IV, Item 1.11)</i>	
26	Authority to seek references from Bidder's bankers. <i>(see Section IV, Item 2.1)</i>	

[illegible]

ANNEXURE 3: DRAWINGS

ANNEXURE 4: RECEIPT OF DOCUMENT LEVY

ANNEXURE 5: BID SUBMISSION FORM ON COMPANY LETTERHEAD

ANNEUXRE 6: VALID COMPANY REGISTRATION CERTIFICATE

ANNEXURE 7: JOINT VENTURE AGREEMENT

**ANNEXURE 8: POWER OF ATTORNEY OR BOARD RESOLUTION FOR
BIDDER'S REPRESENTATIVE**

**ANNEXURE 9: ORIGINAL VALID GOOD STANDING TAX
CERTIFICATE**

**ANNEXURE 10: ORIGINAL VALID GOOD STANDING SOCIAL
SECURITY CERTIFICATE**

**ANNEXURE 11: 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**

**ANNEXURE 12: A CERTIFICATE INDICATING SME STATUS
(FOR BIDS RESERVED FOR SMES)**

**ANNEXURE 13: PROOF OF ANNUAL AMOUNTS OF CONSTRUCTION
WORKS PERFORMED DURING THE LAST 5 (FIVE) YEARS**

Please attach proof in the form of Appointment Letters, Certificates of
Completion, Reference Letters, and any other.

**ANNEXURE 14: PLANT OWNERSHIP / HIRE PURCHASE / LEASE
AGREEMENTS**

ANNEXURE 15: CVs OF PROFESSIONAL AND TECHNICAL STAFF

ANNEXURE 16: PROPOSED ORGANOGRAM FOR THIS PROJECT

ANNEXURE 17: FINANCIAL REPORTS

**ANNEXURE 18: EVIDENCE OF ACCESS TO FINANCIAL RESOURCES
TO MEET THE QUALIFICATION REQUIREMENTS**

ANNEXURE 19: WORK METHOD

ANNEXURE 20: WORK SCHEDULE

**ANNEXURE 21: RECORD OF COMMUNICATION WITH THE
PROCUREMENT MANAGEMENT UNIT DURING BIDDING STAGE**

ANNEXURE 22: PRICE PREFERENCE CLAIMS

Services rendered by persons domiciled or companies incorporated in Namibia: the bidder should mark with an X against the preference being claimed.

(i)	Ten percent to companies based and operating from Henties Bay in respect of services offered, when a comparison is made to companies based and operating from any other part of Namibia. (To be clearly stated in company registration documents and attach Henties Fitness Certificate)	
(ii)	Ten percent to companies subcontracting works (15% or more of the Contract Value) works to a company based and operating from Henties Bay in respect of services offered, when a comparison is made to companies based and operating from any other part of Namibia. (Attach subcontractors' company registration document and Henties Bay Fitness Certificate)	
(iii)	Ten percent to companies in a JV agreement with a based and operating from Henties Bay in respect of services offered, when a comparison is made to companies based and operating from any other part of Namibia. (To be clearly stated in company registration documents and attach Henties Bay Fitness Certificate)	

Information on subcontracts to be filled in only by bidders claiming price preference (ii)

Name of Sub-Contractor	
Address:	
Name of Representative	
Email	
Tel/Cell	
Works Subcontracted	
No. of local labour force	
Bidder's Representative signature	Subcontractors representative signature

ANNEXURE 23: COMMENTS ON THE BIDDING DOCUMENT

MASTER DATA NOT TO BE PRINTED
