



REQUEST FOR SEALED QUOTATIONS FOR WORKS

CONSTRUCTION OF OKANDJENGEDI TO ONAWA ACCESS ROADS IN OSHAKATI

Procurement Reference No: W/RFQ/OSHTC-12/2023-2024

Bid Submission:

1. This is a hard copy request, and responses must be submitted in the Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nujoma Road, Oshakati.
2. Site Briefing Meeting: **Wednesday 27 March 2024 at 09h00 Technical Department**
3. Deadline for request for clarifications from Bidders: **Wednesday 03rd April 2024**
4. Quotation Submission must be submitted before the closing date and time:
Closing Date and Time of Bids: Tuesday, 23rd April 2024@ 12h00
5. Bidders must register their bids in the bid submission register at PMU Office before submitting their bids in the bid box.

**PROCUREMENT MANAGEMENT UNIT
OSHAKATI TOWN COUNCIL**
906 Sam Nujoma Road
Private Bag 5530
OSHAKATI
Namibia

Tel: +264 65 229500
Fax: +264 65 220435

Name of Bidder: _____

Email address: _____

Contact Number: _____

Bid Amount Vat Ex) _____

VAT: _____

Bid Amount VAT Inc: _____

Oshakati Town Council Gives Notice Of The Request For Sealed Quotations – Works:

Procurement Ref No	W/RFQ/OSHTC-12/2023-2024
Description of Goods	Construction of Okandjengedi to Onawa Access Roads in Oshakati
Closing Date & Time	Tuesday, 23rd April 2024@ 12h00
Quotation Submission Address	Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road
Validity Period of Quote	90 Days (from closing date)
Construction period	3 months

- a) This request and responses must be submitted by hand on the address stated in the Quotation Submission Address before the closing date and time.
- b) Under no circumstance should the response be submitted, copied, or forwarded to any email address of any Oshakati Town Council employee prior to the deadline for submission of responses. This may result in disqualification of your quotation.
- c) This Request for Quotation (RFQ) is accompanied by and comprises the following documents:
 - Bill of Quantities
 - **Drawings**
- d) The above documents comprise the RFQ Documents and are provided as a basis for the preparation of your Submission Response. They are confidential and are provided to you on the terms and conditions set out in this Quotation Invitation Document.
- e) If any clarification is required, kindly contact the Procurement officers below in writing.
- f) The Company reserves the right to amend the whole or any part of the RFQ at any time prior to the deadline for submission.
- g) Please note that this is a Request for Quotation/Proposal only. All responses to this document will be treated as strictly confidential and will be used for the evaluation of this RFQ only.
- h) Oshakati Town Council may at its sole discretion, accept or reject any quotation. Therefore, there is no obligation on Oshakati Town Council to accept the lowest or any bid. Oshakati Town Council may accept or reject any part of a quotation without being obliged to accept such quotation in its entirety.

Contact Person for Enquiries and Clarifications

	Administrative/ Procurement Enquiries	Technical Enquiries
Name	Mrs. Anna-Liisa Korea/ Lovisa Samuel	Mr. Tomas Negongo
Designation	Procurement Officers	Town engineer
Telephone	+264 65 229500	+264 65 229610
Email	akorea@oshtc.na/ LovisaS@oshtc.na	tomas.negongo@oshtc.na

20 March 2024

Letter of Invitation

Company Name: _____

Postal Address: _____

Contact No: _____

Contact Person: _____

Dear Sirs/Madam

REQUEST FOR QUOTATIONS FOR THE CONSTRUCTION OF OKANDJENGEDI TO ONAWA ROADS IN OSHAKATI (W/RFQ/OSHTC-12/2023-2024)

The Oshakati Town Council invites you to submit your best quote for the works described in detail hereunder.

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

Queries, if any, should be addressed to: Head of Procurement Management Unit, Oshakati Town Council Private bag 5530, Oshakati, Email: akorea@oshtc.na

Attention: **Mrs. Anna-Liisa Korea/ Lovisa Samuel**

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

Anna-Lisa Korea

Head of Procurement Management Unit

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Oshakati Town Council reserves the right:

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

2. Form of bid

This is a hard copy bid submission and responses must be submitted to the delivery address stated on the cover page. Bidders are required to complete the envelop cover page and paste it on top of their bid envelop.

3. Preparation of Quotations

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

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

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

4. Validity of Quotations

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

5. Eligibility Criteria

To be eligible to participate in this Quotation exercise, the bidder shall submit with this bid document:

- (a) A certified copy of a valid company Registration Certificate.
- (b) An original or certified copy of a valid good Standing Tax Certificate;
(Valid at the deadline of submission of bid)
- (c) If not registered for VAT a valid letter from the ministry of Finance, Department of Inland Revenue indicates that no VAT is required (Earning less than N\$ 500 000.00 per annum must be attached).

- (d) An original or certified copy of a valid good Standing Social Security Certificate; **(Valid at the deadline of submission of bid)**
- (e) A certified copy of a valid 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; **(Valid at the deadline of submission of bid)**
- (f) A certified copy of a valid “Fitness Certificate” from a Local Authority Health Department or Ministry of Health & Social Services. **(Valid at the deadline of submission of bid)**
- (g) Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company, is duly authorized to do so.
- (h) Bidder must submit Catalogues and any other literature to substantiate compliance with the required specifications.
- (i) Requested certified copies of documents shall only be considered if **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**
- (j) All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.

6. Mandatory Administrative Documents

- (a) Bid Securing Declaration
- (b) Bid Submission Form
- (c) A written undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are

7. Capability of Bidders

The Bidder warrants that it has/will have the capacity to perform as required.

The Bidder shall furnish, as part of the response, documents establishing the bidder's eligibility to propose and to deliver the goods as required. The documentary evidence shall establish to Oshakati Town Council's satisfaction that:

- a) The bidder has the financial, technical, and capacity necessary to fulfil its obligations under the eventual Contract or Purchase Order.
- b) The bidder has established the necessary infrastructure and has adequate equipment, resources, and such other facilities as required to fulfil its obligations under the eventual Contract or Purchase Order.
- c) Bidders must, upon request, furnish such additional information that Oshakati Town Council may reasonably **require as to their ability to provide the works.**

8. Enquiries

- a) All enquiries in connection with this bid document shall be directed in writing (e-mail is acceptable) to the person(s) as listed in the invitation Letter with a cut-off date of three calendars before the bid submission deadline.
- b) Replies to enquiries will be issued to all bidders and potential bidders in the form of addenda to be initialled and submitted by bidders as part of the bid document.
- c) Any verbal information given or perceived to have been given shall not be binding to the Oshakati Town Council.

9. Site Visit

The Site visit shall be on **Wednesday, 27 March 2024 at 09h00, Technical department.**

10. Extension of Time

Oshakati Town Council may in its absolute discretion by written notice to all Bidders extend the submission closing time. If any bidder applies for and is granted an extension of time to lodge its submission, the extension so granted shall apply to all bidders who will be advised of the extended closing date for receipt of quotations whether their submissions have or have not been lodged. If a bidder has already lodged a submission, it may revise that submission and resubmit it no later than the extended submission closing time.

11. Addenda

Oshakati Town Council may, from time to time, clarify any aspects of the RFQ documentation, which require clarification and will issue addenda to all bidders detailing such clarifications.

12. Bid Security/Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Securing Declaration as per the format contained in this document.

13. Work Completion Period

Completion of works shall be Three (3) months after acceptance/issue Purchase Order. Deviation in Completion schedule shall be considered if such deviation is reasonable.

14. Sealing and Marking of Quotations

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

15. Submission of Quotations

Quotations should be submitted to Procurement Management Unit, Oshakati Town Council, Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road, Oshakati, Namibia. not later than

Closing date: 23 April 2024

Closing time: 12h00

- a) Quotations by e-mail would not be considered
- b) Late quotations will be rejected

16. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, made available on request.

17. Evaluation of Quotations

The Oshakati Town Council shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

18. Technical Compliance

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

Additional Criteria
<ul style="list-style-type: none"> a) At least Three (3) customers' reference letters /Completion certificates with contact details of similar projects (roads and earthwork-related works) with a value of not less than N\$1 000 000.00 provide proof of contract value. b) Detailed CV of a Site foreman/agent with Experience in the Maintenance of gravel Roads. c) Provide proof of ownership or preliminary lease agreement or Letter of intent of leasing of the following Plants and Equipment: <ul style="list-style-type: none"> - 3x Tipper Truck - 1x Grader.

- 1x Roller Compactor; and
- 1x Water tanker.

Note: Proof of Ownership of equipment is to be attached either owned or leased

- d) Submission must include a comprehensive company profile,
- e) **NB: work is offered based on purchase order and No deposit will be made.**

19. Prices and Currency of Payment

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

Quotations shall cover all costs of labour, materials, equipment, overheads, profits, and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted. The bidders must provide a price exclusive of any General Sales Tax or Value Added Tax for each item and all delivery points detailed in the Quotation Response Document.

20. Margin of Preference

This bid is reserve for Local Suppliers in terms of Section 73 of the Public Procurement Act, and the Code of Good Practice Kindly take note that the Margin of Preference is **NOT applicable**.

NB: Margin of Preference is not automatically applied and should be declared by the bidder.

1.1. The applicable margins of preference and their application methodology are as follows:

$$A = \frac{MP \times BP}{100}$$

A=MP x BP in which formula

- (a) "A" represents the amount to be determined:
- (b) "MP" represents the total percentage of all margins of preferences granted in respect and
- (c) "BP" represents the bid price.

1.2. Bidders applying for the Margin of Preference shall submit evidence of:

#	Category of Local Supplier	Margin of Preference
1	Manufacturer	2%
2	Micro, Small & Medium Enterprise (SME)	1%
3	Women Owned Enterprise	1%

4	Youth Owned Enterprise	2%
5	Previously Disadvantaged Person Owned Enterprise	2%
6	Suppliers providing environmental protection	1%
7	Suppliers providing employment to Namibian citizens	1%
Total	10%	

A bidder must include a declaration in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications. Share Certificates

- Proof of Qualification for categories (i.e ID of youth and woman, SME Certificate, employee list and nationality)

The following documentary evidence in support of the grounds for qualification must be submitted

#	Category of Local Supplier	Documentary Evidence
1	Manufacturer	<ul style="list-style-type: none"> • Certificate of registration from a registering authority • Declaration that the manufactured goods meet the local content as determined and certified by an accountant
2	Micro, Small & Medium Enterprise (SME)	<ul style="list-style-type: none"> • SME registration certificate • Declaration indicating the percentage of

3	Women Owned Enterprise	<ul style="list-style-type: none"> • ID's of all shareholders • Founding statement/ company registration indication ownership structure/ shareholder certificate • Declaration indicating the percentage of Namibian female ownership
4	Youth Owned Enterprise	<ul style="list-style-type: none"> • ID's of all shareholders • Founding statement/ company registration indication ownership structure/ shareholder certificate • Declaration indicating the percentage of Namibian youth ownership
5	Previously Disadvantaged Person (PDP) Owned Enterprise	<ul style="list-style-type: none"> • ID's of all shareholders • Founding statement/ company registration indication ownership structure/ shareholder certificate • Declaration indicating the percentage of Namibian PDP ownership
6	Suppliers providing environmental protection	<ul style="list-style-type: none"> • Declaration and proof that the bidder meets the requirements set out in the bidding document

7	Suppliers providing employment to Namibian	• Declaration that the bidder employs 50% or more Namibian citizens
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21.**22. Language**

Bidder responses shall be submitted in the English language.

23. Award of Contract

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

24. Performance Security

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

25. Notification of Award and Debriefing

The Oshakati Town Council shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within 7 days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award, if necessary, as per ACT or threshold.

26. Costs

Any costs incurred by a Bidder, in the preparation and submission of its response must be borne by the Bidder.

27. Final Checks

Please check that you have attached all documents, details or additional information that are related or requested in this document before submitting your responses.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorised, it will be rejected***

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

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

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

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

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

The validity period of our Quotation is **90 days** from the date of the bid submission deadline.

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

Works will commence within 7 days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within **Three Months** from date of issue of Purchase Order/Letter of acceptance.

Quotation Authorised by:

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

Appendix to Quotation Letter

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

Date:

Procurement Ref No.:.....

To:

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

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

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

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

Signed:

Capacity of:.....

Name:

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

Dated on _____ **day of** _____, _____

Corporate Seal

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



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference of:.....

Procurement Description:

.....
Anticipated Contract Duration:

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

3. UNDERTAKING

I *[insert full name]*, owner/representative

of *[insert full name of company]*

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

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

Signature:

Date:

Seal:.....

Please take note:

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

SECTION III: STATEMENT OF REQUIREMENTS

3.1 EMPLOYER'S REQUIREMENTS

3.1.1 PROJECT SPECIFICATIONS

CONSTRUCTION OF CIVIL WORKS

PROJECT SPECIFICATIONS

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PROJECT SPECIFICATIONS

1. INTRODUCTION

1.1 Scope

These project specifications consist of two parts:

PORTION 1 covers a general description of the project, site, circumstances, site facilities available and required, aspects requiring specific attention and requirements to be met by the Contractor.

PART 2 contains the variations and additions to the Standardized and Particular Specifications that are applicable to this Contract and that are listed in PART 1.

1.2 Status

PART 2 of the Project Specification supplements the Standardised and Particular Specifications and forms an integral part of the Contract.

Should any requirement of any portion of the Project Specification conflict with any requirement of the Standardised or Particular Specifications (listed in PART1 of the Project Specification), the requirement of the Project Specification shall prevail.

The Standard Specifications applicable to this project are the **“Standard Specifications for Road and Bridge Works for State Authorities (1998 edition)” (COLTO).**

PORTION 1: THE WORKS

PS 1: GENERAL DESCRIPTION

The work comprises of the following main tasks:

- Site clearance.
- Roadbed preparation of in-situ material.
- Construction of selected fill.
- Construction of a 200mm Wearing course.
- Construction of precast concrete portal rectangular culverts/ Concrete drifts.
- Road signs and finishing off site.

These tasks are summarized in more detail under item PS 4 in this section of the document.

Negotiation with property owners will be required where roads are passing on residential property.

PS 2: DESCRIPTION OF SITE AND ACCESS

A.

B. The works are to be constructed in a semi-developed area of Oshakati, the Okandjengedi and the Onawa Extensions. The work commences from the junction on C46 through Okandjengedi, along the river to Onawa. Onawa is situated north of main road C46, behind the Okandjengedi Township.

C. Access to the site is from C46.

D. The topography of the land is generally flat with localized Oshanas, with a river running west of the road alignment

PS 3: NATURE OF GROUND AND SUBSOIL CONDITIONS

No field tests have been carried out on the in-situ material but in general, the material in this area is of a sandy nature with possible waterlogged excavations.

It remains the Contractor's responsibility to obtain sufficient material to meet the required specifications for bedding and fill. Furthermore, the Contractor will be required to carry out all relevant tests on all materials to ensure compliance with the specifications throughout the Contract.

E. No responsibility is accepted for any conclusions drawn by Bidders from the information supplied and Bidders must satisfy themselves as to the nature of materials to be excavated under this Contract.

F. Bidders are at liberty to excavate any trial holes or carry out other investigations to satisfy themselves as to the nature of the ground that will be encountered in carrying out the works, provided that they advise the Engineer of their intention to carry out such hole excavation or other investigation and backfill such excavation immediately afterwards.

G. Prior to any material being imported to site, the relevant test results must be submitted to the Engineer for approval. Only upon written approval may the material be imported.

PS 4: DETAILS OF CONTRACT

The description of the project contained in this section is merely an outline of the works and does not limit the extent of the work, which may be carried out by the Contractor under this Contract. Estimated quantities of each work item are contained in the Schedule of Quantities.

The Contractor will not be allowed unrestricted use of the site but must agree with the Local Authorities to the size and position of the areas required for the proper execution of the Works. All excess material excavated must be dumped and levelled in designated areas as approved by the Local Authority. The Contractor will be allowed areas for the storage of materials, erection of camp etc and must limit himself to these areas, which are to be approved.

PS 4.1: GENERAL

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

- a) The establishment on Site of the Contractors construction camp, the supply of plant, materials and personnel to the Site, and the removal of all these items on completion of the Contract;
- b) the provision of water for construction;
- c) the setting out of the Works and control survey during construction;
- d) accommodation of traffic for the duration of the construction phase;
- e) maintenance of the Works during construction and for the 12 month defects notification period;
- f) opening of and control at borrow pits and rehabilitation measures on completion;
- g) testing of materials and workmanship;
- h) additional work as instructed by Engineer;
- i) trimming and final clearing of the site.

PS 4.2:ROADWORKS

The road works in the contract comprise of one (1) type as described below:

Gravel Roads

- a) Clearing and grubbing
- b) Opening and reinstatement of borrow areas
- c) Roadbed preparation of in-situ material (Refer to drawings included in Section 6)
- d) Construction of selected fill, at low-lying areas only
- e) Construction of 200mm Gravel Wearing Course
- f) Construction of precast concrete portal rectangular culverts / concrete drifts.
- g) Additional work as instructed by the Client
- h) The protection of existing services.
- i) Completion and finishing off site

PS 4.3:ANCILLARY ROADWORKS

The ancillary roadworks in the Contract includes but are not limited to the following:

- a) the accommodation of traffic;
- b) the installation of additional road signs;
- c) trimming and final clearing of site, done by hand;
- d) the protection of existing services.

PS 4.4: ACCESSES

There are various accesses along the roads earmarked for construction and all these accesses need to be taken into consideration during the project planning stages. The area is currently having residents. Access must be always be provided to the residents within the works area.

PS 4.5: ROAD TRAFFIC MARKINGS AND ROAD SIGNS

White traffic markings and road signs shall be provided as indicated on the drawings or as directed by the Engineer. All road signs shall comply with the **Namibian Road Traffic Signs Policy Manual**. No payment will be made regarding temporary signs and must be included in the rates.

PS 4.6: SITE MAINTENANCE

During progress of the work and upon completion thereof, the site of the works shall be kept and left in a clean orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstructions.

Access to adjacent residential areas and access to individual houses shall be maintained at all times.

Electricity and water-supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalized by 16:00 on the same day.

PS 5: OCCUPATION AND EXECUTION

PS 5.1: GENERAL

Prior to commencing any work in the road reserve which will affect adjacent properties, facilities or residences, at least 48 hours advance notice shall be given to the Engineer and the occupier of the land concerned of the Contractors intention to commence such work, the date of commencement, expected duration and arrangements that will be made regarding maintenance of access. The work shall be carried out expeditiously and with minimum

inconvenience to the occupier of a property affected by the work. Precautions shall be taken for the protection of persons, livestock, buildings, fences, property, etc.

PS 5.2:ACCOMMODATION OF TRAFFIC

The Contractor shall liaise closely with the Oshakati Town Council and Traffic Authorities regarding the accommodation of traffic during the construction period. Traffic shall be accommodated on temporary bypasses constructed and maintained by the Contractor as directed by the Engineer. Claims arising from impeded access shall be the responsibility of the Contractor.

A constant dust problem will prevail for which watering of all roads may be required. The erection and maintenance of temporary road signs are of utmost importance. Traffic markings and road signs must comply with the **Namibian Road Traffic Signs Policy Manual**.

PS 5.3:ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

- (a) _____ T
- he Contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from these specifications and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.
- (b) _____ T
- he travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (c) _____ F
- ailure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been remedied to his satisfaction.

- (d) The Contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of the Contract Documents, the Road Traffic Signs Policy of the Roads Authority (May 1997) and the South African Road Traffic Signs Manual, Roadworks Signage.

PS 5.4: CONSTRUCTION PROGRAMME

The Contractor is to submit a construction programme. This should not be longer than **60 working days (3 months)**.

All else being equal the contract offering the shortest duration will be favourably considered. The duration, which is to be in working days will be the basis for the calculation of supervision costs as described in the Special Conditions of Contract.

If the programme submitted by the Contractor in terms of clause 25.1 of the General Conditions of Contract has to be revised because the contractor is failing behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the works within the period defined in clause 16.1 of the General Conditions of Contract or within a granted extension of time. Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in clause 25.3 of the General Conditions of Contract.

The approval by the Engineer of a programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the

contractor to vary the programme if necessary. The contractor is also referred to clause PS 8 and clause PS 14 when he prepares this programme.

A Completion Certificate will only be issued when all testing and commissioning has been satisfactorily carried out.

Bidders shall submit, together with their bids, a realistic programme in the form of a Gantt bar chart showing the dates for the completion of the major activities of the works. This programme shall form the basis of the detailed programme required of the Contractor in terms of Clause 5.6 of the General Conditions of Contract, which shall be submitted to the Engineer not later than 10 working days after the Contractor has received the letter of acceptance.

This programme shall not be in the form of a bar chart only but shall clearly show the anticipated quantities of work to be performed each week under each of the major operations.

If, during the progress of the work, the quantities of work performed per week fall below that originally programmed, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised programme at his own cost.

Such a revised programme shall be based on the rate of progress of the works achieved by the Contractor up to the date of revision. Any proposal to increase the rate of progress must be accompanied by positive steps to increase production and the use of labour and plant in a more efficient manner. Such a revised programme will not relieve the Contractor of his obligations to complete the works by not later than the Contractual completion date.

Continued failure on the part of the Contractor to work according to the programme or revised programme shall be sufficient reason for the Engineer to take steps as provided for in the General Conditions of Contract.

PS 6: SITE FACILITIES AVAILABLE

PS 6.1: Camp site

The Local Authority will allocate a specific site to the contractor for his construction camp and offices. The Contractor will, however, be responsible for the safeguarding of all plant and material, and he is free to provide his own security personnel on site.

PS 6.2: Water, electricity and sewerage

Water, and electricity services are available in the vicinity of the site, and the Contractor shall, at his own expense, be responsible for connections to the available services, as well as for the distribution of water and electricity for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

The Contractor shall make his own arrangements with the appropriate authority for water and electricity connections and the payment thereof.

PS 7: SITE FACILITIES REQUIRED

PS 7.1: Facilities for the Engineer

No separate office is required for the Engineer's representative.

The Engineer's representative shall be allowed free use of survey equipment and survey assistants to carry out control work as and when required.

PS 7.2: Water, electricity and sewerage

The contractor shall, at his own expense, be responsible for obtaining and distribution the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

The Contractor shall at his own expense provide suitable latrines for his employees at the site.

All such latrines shall conform to the requirements of the Local Authority. Throughout the progress of the contract, the Contractor shall maintain all latrines in a clean, sanitary condition to the satisfaction of the Engineer.

On completion of the works, or when ordered by the Engineer, the Contractor shall remove all temporary accommodation, housing, and latrines, and restore the site to a clean and sanitary condition to the satisfaction of the Engineer.

PS 7.3: Rain-Gauge

Rainfall during the construction period shall be measured on site by the Contractor from a representative point. All equipment necessary is to be supplied; installed, maintained, and removed at the completion of the Contract by the Contractor at his own expense and access to such a point must be restricted.

PS 7.4: Security

It shall be the responsibility of the Contractor to control access to the Site during the execution of the Contract to prevent any unauthorized persons from entering the Site. The Drawings and other construction details are confidential and shall not be disclosed to any third party.

PS 7.5: Site instruction book

A triplicate book for site instructions shall always be kept on the site.

PS 8: DISPOSAL OF SPOIL OR SURPLUS MATERIAL

The Contractor shall dispose of all spoil and/or surplus material shall be spoiled at a site provided by the Contractor and approved by the Engineer or his representative. This site shall be approved by the local authority and the spoiling shall comply with the applicable statutory and municipal regulations. The spoil and surplus material shall be neatly finished off to the satisfaction of the Engineer.

The Contractor shall repair and clean all roads used and shall reinstate all temporary roads to and from the dump site.

All costs related to such disposal shall be deemed to be included in the tendered rates and no additional claims in this regard will be considered. No overhaul will be paid.

PS 9: ALTERNATIVE DESIGNS OR MATERIALS

No alternative design will be considered for the Contract.

PS 10: FEATURES REQUIRING SPECIAL ATTENTION

PS 10.1: Site maintenance

During progress of the work and upon completion thereof, the site of the works shall be kept and left in a clean orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstructions.

PS 10.2: Testing and quality control

The Bidder shall take notice that his rates shall include all testing required in terms of Sub-Clause 7 of the Standardized Specifications of SANS 1200. The Contractor shall carry out all check and control tests as specified, and the results shall be forwarded to the Engineer for evaluation.

The analysis of test results will not be done by statistical analysis. Individual tests shall pass the minimum specified requirements.

The test results of all testing carried out by or on behalf of the Contractor shall be submitted to the Engineer. In the event that the Contractor is not forthcoming with the test results the Engineer shall have the right to demand copies of the test results from the testing laboratory and/or the specialist, irrespective whether the tests pass or fail the specified standards.

Should the Contractor's test results not be submitted within 3 days of the request, the Engineer shall have the right to withhold the certificate of payment until such time when he has received the requested test results.

The Engineer may order control tests at his discretion. If the tests ordered by the Engineer pass the specified requirement the Client shall reimburse the Contractor. If the tests fail the Contractor shall pay for the tests and he shall rectify the unsatisfactory work to specified standard. Only once the retesting ordered by the Engineer provides proof of workmanship of specified standard shall the Client reimburse the Contractor.

Should the Contractor fail to reimburse the commercial laboratory and/or the specialist for the tests that have failed within the stipulated period of payment, the Engineer shall have the right to claim the monies due to the commercial laboratory and/or the specialist with his professional fee account. On receipt of the monies the Engineer shall reimburse the commercial laboratory and/or the specialist. The monies paid together with a 10% (ten percent) handling fee shall be deducted from the Contractor's next progress claim.

Typical tests to be carried out during the duration of the contract are: Concrete cube test which are to be taken in lots of six from each concrete operation or 50m³ concrete placed, whichever is less. Cubes to be submitted to an approved materials laboratory for testing (3 cubes each for 7 and 28 days testing respectively), on borrow material – CBR, Mod AASHTO, sieve analysis, indicator tests, standard of compaction. Standard of compaction tests will be taken on all earthworks, including bedding, fill, backfill, and wearing course. The frequency

of all tests as per SABS1200. The Engineer will not approve a layer or item prior to test result being submitted as specified.

No separate payment will be made for such testing, the cost of which will be deemed to be included in the contractor's tendered rates for the items of work that require testing in accordance with the specifications.

PS 10.3: Existing Services

The Contractor is to check the site for existing services, mark these services and ensure proper protection of these services during construction. Any relocation of services required will be carried out by the relevant service provider or authority. All known services are shown in the drawings, although the exact locations may differ.

The Contractor must liaise closely with service providers such as Telecom, OPE, and the Oshakati Town Council regarding the locations of their respective services where required. The Contractor must take care not to damage existing services. If any existing services are accidentally disrupted, the Engineer must be notified as soon as possible. It is the duty of the Contractor to protect them and will be repaired on his cost if damaged. The Contractor will be responsible for ensuring that all his employees, and those of all Sub-Contractors, are fully conversant with all regulations laid down by the Local Authorities.

The provision by the Engineer of any drawings or other information indicating the position of any existing services shall in no way relieve the Contractor of his obligation hereunder to acquaint himself with the position of all the existing services nor of his liability for damage to such services.

PS 10.4: Facilities to other Contractors

In addition to the requirements of clause 7.1 of the General Conditions of Contract, the Contractor must make allowances for any other possible Contractors on the site. This may involve adapting his programme to accommodate the work of other Contractors and

ensuring access to their sites along prescribed routes over the site of this contract. (Refer to PS 4). No claims will be entertained due to the Contractors not liaising and causing delays to each other's work.

PS 10.5:Subcontractors

In addition to the requirements of clause 7.1 of the General Conditions of Contract, the Contractor shall be responsible for work carried out by any subcontractor on his behalf. The Engineer will not liaise directly with such subcontractors. Problems related to payments, programming, workmanship, etc., shall be the concern of the Contractor and the subcontractor, and the Engineer will not become involved.

The Contractor shall state in his Bid document, which sub-contractors he intends to employ for any of the specialised works. The client reserves the right, to accept or reject the specialised sub-contractor if previous work was of an unsatisfactory standard.

PS 10.6:Opening up and closing down borrow pits (if required)

Measurement and payment for opening up, testing, excavating, stockpiling, loading, transporting for the free haul distance and closing down designated borrow pits, including the removal and stockpiling of overburden and restoration of the site, shall be deemed to be included under the rate for the import to fill. The borrow pit will be considered a commercial source and the rate shall thus be all-inclusive. This item applies to all borrow material required under this contract. A borrow pit exists within a 20km radius of Onawa/Okandjengedi, it is up to the decision of the Contractor whether this will be suitable. The contractor is to make his own arrangements for the provision of required material from borrow pits.

PS 10.7:Site Agent

The successful tenderer shall notify the Engineer in writing, within 14 days after receipt of the latter of award, of the name, qualifications and experience of the Site Agent he proposes to appoint for the project.

PS 10.8: Access to properties

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

PS 10.9: Care, Damage and Protection

When locating any services, the Contractor must take extreme care to avoid damage. The repair of all damaged existing services will be for the account of the Contractor.

PS 10.10: Requirements for Temporary Works

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

Two strategically placed warning lights must be placed at the barricaded site to warn the public during the night.

PS 10.11: Safety requirements

The Contractor's attention is drawn to the safety on the site. Public will have access to most of the terrain whilst the works are in progress. The Contractor shall be responsible for the safety on the site at all times and he shall adhere to the laws and bylaws as well as the

safety regulations.

Works in progress shall be barricaded and warning signs erected as required by the law.

PS 10.12: Occupational Health and Safety Act

All Occupational Health and Safety Act regulations pertaining to the work being carried out must be adhered to. The Contractor's employees and sub-contractor's (including their employees) shall at all times be supervised by a competent supervisor appointed in writing in terms of Reg. 11.1 of the General Safety Regulations of the Occupational Health and Safety Act and made aware of his responsibilities.

PS11: QUALITY CONTROL, WORKMANSHIP AND QUALITY ASSURANCE MEASURES

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to indicate compliance with the specifications.

In addition to the above quality control the Contractor shall engage the services of an approved independent laboratory for the testing of materials and quality testing to ensure

that his work complies with the specifications The Engineer shall audit the Contractor's Quality Assurance System on a regular basis to ensure that adequate independent checks and tests are being carried out and to ensure that the Contractor's own controls are sufficient to identify any possible quality problems which could cause a delay on the programme.

The Contractor shall carry out all check and control tests as specified and the results shall be forwarded to the Engineer for evaluation. The analysis of test results will not be done by statistical analysis. Individual tests shall pass the minimum specified requirements.

The test results of all testing carried out by or on behalf of the Contractor shall be submitted to the Engineer. In the event that the Contractor is not forthcoming with the test results the Engineer shall have the right to demand copies of the test results from the testing laboratory and/or the specialist, irrespective whether the tests pass or fail the specified standards. Should the Contractor's test results not be submitted within 3 days of the request, the Engineer shall have the right to withhold the certificate of payment until such time when he has received the requested test results.

The Engineer may order control tests at his discretion. If the tests ordered by the Engineer pass the specified requirement the Client shall reimburse the Contractor. If the tests fail the Contractor shall pay for the tests and he shall rectify the unsatisfactory work to specified standard. Only once the retesting ordered by the Engineer provides proof of workmanship of specified standard shall the Client reimburse the Contractor.

Should the Contractor fail to reimburse the commercial laboratory and/or the specialist for the tests that have failed within the stipulated period of payment, the Engineer shall have the right to claim the monies due to the commercial laboratory and/or the specialist with his professional fee account. On receipt of the monies the Engineer shall reimburse the commercial laboratory and/or the specialist. The monies paid together with a 10% (ten percent) handling fee shall be deducted from the Contractor's next progress claim.

The frequency for testing the crushing strength on the structural components shall be 1 set of 6 cubes from each concrete operation or 50m³ concrete placed, whichever is less. Cubes to

be submitted to an approved materials laboratory for testing, (3 cubes each for 7 and 28 days testing respectively).

No separate payment will be made for such testing, the cost of which will be deemed to be included in the Contractor's tendered rates for the items of work that require testing in accordance with the specifications.

PS 12: NATURAL MATERIALS

PS 12.1: GRAVEL

The gravel wearing course layer, Subbase and fill layers will be constructed from natural gravel from various borrow pits. The Contractor has to verify the borrow-pits and submit test results for the approval of the source.

PS 12.2: SOURCES OF MATERIALS – BORROW-PITS

The Contractor shall be responsible for obtaining the necessary permission for the use of the borrow-pit material and shall neatly finish off all borrow areas after use if required for the construction of the Works. The Oshakati Town Council will assist in the location of the Borrow Pits but limited to within the Townlands boundaries of Oshakati Town Council. Borrow pits used by the Contractor must be trimmed to the satisfaction of the Engineer, on completion.

Measurement and payment for opening up, testing, excavating, stockpiling, loading, transporting for the free haul distance and closing down designated borrow pits, including the removal and stockpiling of overburden and restoration of the site, shall be deemed to be included under the rate for the import to fill. The borrow pit will be considered a commercial source and the rate shall thus be all-inclusive. This item applies to all borrow material required under this contract. A number of borrow pits exist within a 30km radius of Oshakati. It is up to the decision of the Contractor whether this will be suitable. The Contractor is to make his own arrangements for the provision of required material from borrow pits, including royalties, if any.

It has become a common practice in these areas for landowners and the Traditional Authority to request some sort of compensation/royalties. The Contractor is to make his own arrangements for the provision of required materials from such borrow pits, and any cost shall be deemed to be included in the relevant rates.

PS 12.3: STOCKPILING

It is the responsibility of the Contractor to stockpile material and all costs related to stockpiling shall be deemed to be included in the tendered rates. The Contractor shall exercise great care in stockpiling the material of the gravel wearing course quality. The Contractor will be responsible for locating further sources of materials should good quality material be contaminated as a result of negligence.

Stockpiling shall be carried out so as to allow sufficient time for testing of the materials prior to their being placed on the road. It is the Contractor's responsibility to ensure that the material meets the required specification for its intended use.

The Contractor will be responsible for locating further sources of materials should good quality material be contaminated as a result of negligence. In order to carry out any testing which may be necessary and to enable final decisions regarding the processing of material to be made timeously by the Engineer, the Contractor will be required to stockpile material in each approved borrow source some time prior to the start of the programmed processing and/or haul operations for material from that borrow source.

Stockpiling shall be carried out carefully by the Contractor to the full depth of the layer of material, without wasting approved gravel or mixing it with unsuitable material.

Stockpiles of excess overburden, unsuitable material and approved gravel shall be kept separately in such a manner that they do not obstruct the further exploitation of the borrow source.

No payment will be made for the stockpiling operations specified above, nor will any claim be considered which may arise from the Contractor's failure to comply with the requirements of this Clause.

No sites for temporary stockpiling have been identified. The Contractor shall be responsible for proposing, for approval by the Engineer after consultation with the relevant authorities and residents, the location and size of any areas required for the temporary stockpiling of materials.

PS 12.4: WATER FOR CONSTRUCTION PURPOSES

The Contractor shall make his own arrangements in this regard. The Contractor should be responsible for the payment of the water and should be included in the rates.

PS 13: NON-WORKING DAYS

The Contractor shall not work on the statutory public holidays as gazetted and as set out in the Contract Data.

PS 14: TRANSPORT OF MATERIAL

All costs for transporting materials, including hauling, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

PS 15: NOMENCLATURE

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

PS 16: LABOUR REQUIREMENTS AND SAFETY OF WORKMEN

The entire works shall be carried out in accordance with the requirements of all relevant Government Acts and Regulations. The Contractor shall not enter or work on, in or in close proximity of any existing structure, pump station, sump, manhole and such like without obtaining the prior permission of the Engineers.

The Contractor shall provide suitable and safe access in form of ladders, gangways, etc. to all parts of the works as may be required for construction purposes or for inspection by the Engineer.

The Contractor shall take precautions to ensure the safety of his employees and other persons on the site of the works. All precautions shall be taken to protect workmen from falling material and other dangers whilst carrying out duties. Shafts and trenches shall in every way be kept safe for persons working therein.

Labour intensive construction methods shall be used throughout the contract where possible and local labourers shall be employed. The Contractor shall abide by the relevant laws governing the employment and accommodation of labour. All arrangements affecting his labour force shall be the sole responsibility of the Contractor.

PS 17: EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

Provision has been made for extension of time due to abnormal climatic conditions as per Special Conditions of Contract. Refer to clause GCC 41.1(l) of the Special Conditions of Contract.

PS 18: CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of clause 39.1 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer.

All costs for the preparation and submission of the statement shall be borne by the Contractor.

PS 19: CONSTRUCTION IN RESTRICTED AREAS

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. Neither extra payment nor any claim for payment due to these difficulties will be considered. The Contractor must note that access to the site must be maintained at all times.

PS 20: DRAWINGS

All information in the possession of the Contractor that is required by the Engineer's Representative to complete the as-built drawings must be submitted to the Engineer's Representative before a certificate of completion will be issued.

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

PS 21: SAMPLES

Materials or work that does not conform to the approved samples, submitted in terms of Clause 7.4 of the General Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

PS 22: NOTICES, SIGNS, BARRICAGES AND ADVERTISEMENTS

Notices, signs and barricades, erected in terms of clause 8 of the General Conditions of Contract, as well as advertisements may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer has the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

The Contractor will be required to provide one (1) construction name board as detailed, the cost of which shall be included in the rates tendered under item.

PS23: FINAL QUANTITIES

It is of utmost importance to this project that the final contract amount is no higher than the awarded contract total. Please therefore note the following in regard of the schedule of quantities and the contingency sum allowed:

- a. The quantities given in the schedule of quantities have been prepared in accordance with the standard system of measurement of Civil Engineering quantities as published by the South African Institution of Civil Engineers. In accordance with this system some quantities may be re-measured as the work progresses.
- b. No payment will be made in any certificate on any item where the re-measured quantity exceeds the tendered quantity given in the document until the Employer has agreed to the increase in writing.
- c. Should the appointed Contractor become aware that any quantity when re-measured may exceed that in the Bill of Quantities the onus rest on him to report it to the Employer or his Representative at the earliest opportunity and before the work which exceeds the tendered quantity is conducted.

- d. The appointed Contractor shall not conduct any day works, additional works or variations without first agreeing in writing regarding the scope and value of such works with the Employer.

No payment will be made for such works in any certificate unless the above is in place and the works have been conducted.

- e. Should the appointed Contractor become aware that any work is required that is not included in the tender the onus rests on him to report it to the Employer or his Representative at the earliest opportunity so that approval may be gained from the Employer before such work is conducted.

PS 24: ORDERING OF MATERIALS

The quantities set out in the schedule of quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer.

PS 25: SPOIL MATERIAL

No indiscriminate spoiling of material is permitted. Surplus or unsuitable materials shall be spoiled at a site provided by the Contractor and approved by the Engineer or his representative. This site shall be approved by the Local Authority and the spoiling shall comply with the applicable statutory and municipal regulations. No haulage will be paid for the spoiling of any material. The price for haulage should therefore be included in the submitted rate.

PS 26: SURVEY PEGS AND BEACONS

The Contractor shall take proper care not to disturb or destroy property beacons, trigonometrical survey beacons or setting-out beacons.

Before commencing the operations, the Contractor shall locate and mark all survey pegs and beacons and shall immediately submit a written report in duplicate, listing any missing or damaged pegs and beacons, to the Engineer's Representative, who shall verify the facts and return a countersigned copy for the report to the Contractor.

The Contractor will be held responsible for the replacement by a registered Land Surveyor of all beacons and pegs found damaged or missing on completion of the Works which were not reported as such by the Contractor before commencing operations. The cost of replacing all beacons that are disturbed or destroyed during the course of the contract shall be borne by the contractor.

Survey records of beacons, benchmarks, etc., replaced, shall be submitted to the Engineer

Benchmarks will be pointed out by the Engineer on site. The Contractor is responsible for the setting out of the Works and no separate payment will be made therefore as the cost involved for the setting out of the Works is deemed to be included in the tendered sum for the item "Contractual Requirements" in Section 1 of the Schedule of Quantities. The Contractor shall also ensure that no survey beacons, erf pegs and benchmarks are covered up or disturbed.

The Contractor shall take proper care not to disturb or destroy property beacons, trigonometrical survey beacons or setting-out beacons.

It should be noted that, even though the area has been planned, there pegging of the area has not been done. The Contractor would be required to set out certain corner pegs as indicated by the Engineer. These pegs will be used to set out the roads and its infrastructure together with additional information as supplied by the Engineer. Bidders are requested to ensure that the cost for these activities is covered for in the submitted rates.

PS 27: TRENCHES

Trenches may not be left open during the builders' holidays, or at night, unless with written permission from the Engineer. Generally, the length of open trench open prior to pipe laying will be limited to 600 metres maximum.

PORITION 2:

AMENDMENTS TO THE REQUIREMENTS OF THE STANDARDIZED SPECIFICATIONS

SECTION 1100: DEFINITIONS AND TERMS

PS1115 GENERAL CONDITIONS OF CONTRACT

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

PS1202 SERVICES

PS1204 PROGRAMME OF WORK

PS1205 QUALITY CONTROL

PS1207 NOTICES, SIGNS AND ADVERTISEMENTS

PS1209 PAYMENT

PS1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

PS1212 ALTERNATIVE DESIGNS AND OFFERS

PS1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

PS1230 MATERIALS

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

PS14.11 ADDITIONAL TESTS

SECTION 1500: ACCOMODATION OF TRAFFIC

PS 15.04 RELOCATION OF TRAFFIC CONTROL FACILITIES

SECTION 1600: OVERHAUL

PS1602 DEFINITIONS

SECTION 2100: DRAINS

PS2107 STORMWATER DRIFT

PS2108 MEASUREMENT AND PAYMENT

SECTION 3100: BORROW MATERIALS

PS3101	SCOPE
PS3102	OPENING AND WORKING BORROW PITS AND HAUL ROADS
PS3103	FINISHING-OFF BORROW AREAS AND HAUL ROADS
PS3104	SPOIL SITES

SECTION 3300: MASS EARTHWORKS

PS3302	MATERIALS
PS3306	CUT AND BORROW TO FILL

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIALS

PS3401	SCOPE
PS3402	MATERIALS
PS3403	CONSTRUCTION
PS3401	MEASUREMENT AND PAYMENT

SECTION 5600: ROAD SIGNS

PS5601	SCOPE
PS5602	MATERIALS
PS5609	MEASUREMENT AND PAYMENT

Part 2: AMENDMENTS TO THE REQUIREMENTS OF THE STANDARDIZED SPECIFICATIONS

SECTION 1100: DEFINITIONS AND TERMS

PS1115 GENERAL CONDITIONS OF CONTRACT

Replace Clause 1115 with the following:

“The General Conditions applicable to this Contract are the General Conditions of Contract (GCC) 2004 First edition”

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

PS1202 SERVICES

Add to Clause 1202 the following:

All costs associated with determining and checking the exact location of services on site, including liaison with the relevant owner or authority, and with ensuring that these services are adequately protected during construction, are deemed to be included in the tendered sum.

Should specific instructions be given regarding the moving, relocation, reinstatement or protection of particular services, payment will be made at appropriate rates in accordance with the Contract. A provisional sum has been allowed for any specific work associated with services.

PS1204 PROGRAMME OF WORK

Add to Clause 1204 (a) the following:

Conditions during the rainy season are normally such that delays are caused to layer works and to surfacing operations. The Contractor's programme must reflect this.

The Contractor shall also take into account the various road improvements to be carried out under the contract and shall determine the sequence in which these improvements shall be constructed. No extensions of time will be considered should the Contractor elect to amend his programme during the course of construction.

PS1205 QUALITY CONTROL

Add to Clause 1205 the following:

On this Contract, Section 8300 - Quality Control Scheme 2 shall apply.

PS1207 NOTICES, SIGNS AND ADVERTISEMENTS

Add to Clause 1207 the following:

Details of the official signboards required in terms of this clause are given on the relevant drawing as indicated.

Before ordering the signboards, the Contractor shall request the Engineer to verify the details given on the drawing and confirm same in writing.

No separate payment will be made for the provision and erection and removal of the signboards.

The signboards shall be lettered in English only.

PS1209 PAYMENT

(a) Contract Rates

- I. *Delete the first sentence of the second paragraph of Clause 1209 (a) replace with the following:*

"The Bidder is required to enter a rate or price against every item listed in the Schedule of Quantities. Zero rates or prices and indications that compensation for an item is included elsewhere will not be accepted."

PS1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add to Clause 1210 the following:

The Contractor shall note that the terminology used in the FIDIC Conditions of Contract for Construction refers to a Taking Over Certificate. Only one Taking Over Certificate will be issued.

PS1212 ALTERNATIVE DESIGNS AND OFFERS

Add to Clause 1212 the following:

The Contractors attention is also drawn to Clauses 6, 7 and 8 of the BDS/ITBs.

PS1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add to Clause 1215 the following:

Extension of time in terms of Clause 5.12 of the General Conditions of Contract for Construction in respect of climate shall be determined in terms of Method (ii) - Critical Path Method as set out in Clause 1215. The value of "n" shall be 25. Specific rainfall data for Oshakati, including averages, likely extremes and other items, including information concerning other climatic factors, may be obtained from publications of the Namibian Meteorological Services, Private Bag 13224, Windhoek.

The roads are situated predominantly on the 600mm isobar and in the same climate area as Oshakati.

It will be seen that rainfall is very variable from year to year and that reliance on averages can be very misleading.

PS1230 MATERIALS

(a) General Requirements

The Contractor, when using materials that are required to comply with any Standard Specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply. Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the Site free of charge.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor shall be new and unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the Site, or in borrow areas provided by the Employer, shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the Contract.

No materials to be included in the Works shall be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the Works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorized by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these Specifications.

(b) Ordering of Materials

Immediately upon his Tender being accepted, the Contractor shall purchase all materials which are in short supply or for which the delivery period may be long.

The quantities set out in the Schedule of Quantities should be considered to be only approximate quantities. The Contractor shall therefore, before ordering materials of any kind, check with the Engineer the quantities required. No liability or responsibility whatsoever shall attach to the Employer for materials ordered by the Contractor except of they have been ordered in accordance with written confirmation issued by the Engineer.

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE

PERSONNEL

PS14.11 ADDITIONAL TESTS

The Contractor shall carry out any additional tests as ordered by the Engineer. The Engineer will have the right to use these tests to approve or reject any work carried out. The Contractor will be paid for these additional tests only and a percentage as a handling fee, which is entered in the Schedule of Quantities.

SECTION 1500: ACCOMODATION OF TRAFFIC

PS 15.04 RELOCATION OF TRAFFIC CONTROL FACILITIES

The unit of measurement for relocating the traffic control facilities shall be the number of times the facilities need to be moved from one area to another.

The tendered rate shall include full compensation for dismantling, storing if necessary, transporting, re-erecting and inspecting the traffic control facilities, and for all labour, equipment, construction plant and incidentals necessary to execute the work complete as specified or shown on the drawings.

SECTION 1600: OVERHAUL

PS1602 DEFINITIONS

(b) Overhaul

Delete Clause 1602(b) and replace with the following:

"For conventional construction methods, only one type of overhaul shall apply to this Contract. Overhaul shall apply to all overhaul material in respect of haul in excess of 5.0 km and shall be measured by the product of the volume of material hauled (measured as specified hereafter) and the overhaul distance as defined in Clause 16.02(e) of the Standard Specification."

(d) Free-haul distance

Delete the second sentence of this Clause and replace with:

"The free-haul distance shall be 5.0 km in the case of all overhaul materials."

SECTION 2100: DRAINS

PS2108 STORMWATER DRIFT

Add the following clause:

"PS 2108 DRIFT"

Add to Clause 2101 the following:

All work to be done under this section to be as per drawing (SK002). The Engineer shall approve the work done. Drifts are to be constructed at low point along the roads as indicated on the plan layout.

PS2107 MEASUREMENT AND PAYMENT

Add the following new item:

	<u>Item</u>	<u>Unit</u>
(i)	PS21.20 Construct concrete drift	number (no)

The unit of measurement shall be the number of drifts constructed.

The rate shall be full compensation for all materials, labour and plant required for excavation, formwork if required, placing concrete, woodfloat finish and shaping all surfaces.

SECTION 3100: BORROW MATERIALS

PS3101 SCOPE

Add the following:

For the purpose of this Contract borrow materials include gravel and/or sand material for fill and structural layers, sand for concrete and stone for pitching, other stonework and rockfill.

Add the following:

“This section also includes spoil sites as well as finishing-off all spoil sites.”

PS3102 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(a) Clearing and grubbing

Add to this sub-clause the following:

The Contractor shall, prior to any work in a borrow pit or with the construction of haul roads, clear and grub the area in accordance with Section 1700 of the Specifications. Only the area which is required for exploitation of material or construction of haul roads shall be cleared. No payment shall be made for any portion which is cleared unnecessarily or injudiciously.

PS3103 FINISHING-OFF BORROW AREAS AND HAUL ROADS

(a) Borrow areas

The Engineer reserves the right to instruct the Contractor not to replace the overburden on certain subbase and shoulder material borrow pits. These uncovered borrow pit areas may be reworked in the future for obtaining material required for maintenance purposes. The stockpiling of such material may be ordered as well.

PS3104 SPOIL SITES

Add the following clause:

“PS 3104 SPOIL SITES

The Contractor shall only use spoil areas approved by the Engineer. All relevant clauses relating to negotiations with landowners and finishing-off borrow areas shall apply for spoil areas. All spoil material is to be broken down as much as possible before these areas are covered and reinstated.”

SECTION 3300: MASS EARTHWORKS

PS3302 MATERIALS

Add to this sub-clause the following:

(b) Material properties

In addition to the provisions of Subclause (a) and (b) material for fill shall comply with the standards listed in Table PS3302/1:

Table PS3302/1: Standards for fill material

Property	Calcrete limits	All other
Minimum compaction of Modified AASHTO density (%)	93	93
Minimum CBR (%)	15	15
Maximum swell at 100% of Modified AASHTO density (%)	1.5	1.5
Maximum plasticity index	17	12

PS3306 CUT AND BORROW TO FILL

Add to this sub-clause the following:

(e) Temporary Stockpiling of Material

The Contractor shall plan his activities so that the material excavated from borrow areas and cuttings can be directly transported to and placed at designated areas.

The temporary stockpiling of material will not be paid for separately, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work in which the stockpiled material is to be used.

SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIALS

PS3401 SCOPE

Amend the first sentence to read:

“This section covers construction of selected layers, subbase, base course and shoulders with natural gravel, sand and/or crushed or partially crushed material, and also gravel wearing courses.”

PS3402 MATERIALS**(a) General**

Add the following to the second paragraph:

“The requirements for sand shall be as set out in table SP3402/5”

Table SP3402/5: Requirements for sand used in all pavement layers

Property	Sand material
Percentage passing 0.075 mm sieve	10% minimum, 22% maximum
Percentage passing 4.75 mm sieve	95% minimum
CBR at 100% mod. AASHTO compaction	60 minimum
Plasticity Index	4 maximum
Soluble salts	The material shall comply with requirements of clause 3602

(b) Compaction requirements

Add the following under “Subbase”:

“Sand: 100%”

PS3403 CONSTRUCTION

(b) Placing and Compacting

Add the following sub-subclauses:

“(iii) Sand subbase and base

The subbase layer shall, when left exposed before the construction and subsequent treatment or layer is applied, be kept moist to ensure that the moisture content does not drop to less than 2% below optimum moisture content.” Layers that de-densify or delaminate shall be reprocessed in full depth.

PS3401 MEASUREMENT AND PAYMENT

Add the following new item:

<u>Item</u>	<u>Unit</u>
(ii) PS34.01 Gravel subbase (unstabilized gravel)	
compacted to :	
(i) 95% of modified AASHTO density	
(150mm Compacted layer thickness)	m ³
(iii) PS34.01 Gravel wearing course	
compacted to :	
(i) 95% of modified AASHTO density	
(150mm Compacted layer thickness)	m ³

The unit of measurement shall be the cubic meter of compacted pavement layer.

SECTION 5600: ROAD SIGNS

PS5601 SCOPE

Add to Clause 5601 the following:

The applicable manual shall be the Road Traffic Signs Policy Manual (May 1997) issued by the Ministry of Works, Transport and Communication and taken over by the Roads Authority. However, this Manual refers back to the South African Road Traffic Signs Manual. It should be noted that the road signs shall be provided with concrete footings as detailed on the drawings.

The excavation and backfilling of post holes, plus the mixing and placing of soilcrete and concrete, are considered to be suitable tasks for labour-based methods.

PS5602 MATERIALS

Add to Clause 5602 the following:

Road signs

Only Chromadek G275 or similar and equal galvanised steel plate shall be used in the manufacturing of permanent road signs. Steel plate for road signs shall be prepared and treated as specified in Subclause 5602(c) of the Standard Specifications. The plate thickness shall be 1,4mm.

Concrete

Concrete for the footings shall comply with the requirements of Section 6400 of the specification.

SECTION 7000: SUNDRY ITEMS

Add section 7500

PS7500 INSTALLATION OF uPVC SLEEVES

Add clause 75.01 - Excavation

Contractor to include in his/her rate for the excavate in all materials for trenches, backfill, compact and dispose of surplus/unsuitable material to approved dump site in 10km radius of site for the installation of uPVC sleeved

Unit: m

Add clause 75.02 – Provision of Bedding

Contractor to procure bedding material for sleeve installation

Selected granular material

Unit: m

Selected fill material

Unit: m

Add clause 75.03 – uPVC Sleeves

Contractor to supply, lay, joint, bed uPVC pipe, extended to 1.5 m outside kerb edge bed procure bedding material for sleeve installation

110mm Ø uPVC pipe (heavy duty)

Unit: m

PART 2: EMPLOYER'S REQUIREMENTS

SUPPLEMENTARY AND ADDITIONAL STANDARD SPECIFICATIONS

6. SUPPLEMENTARY INFORMATION

This Supplementary Information shall be read in conjunction with the Conditions of Bid and the remainder of the accompanying documentation.

6.1 GENERAL

It is the responsibility of the Contractor to ascertain ALL the Conditions of Contract applicable to the Contract.

The Bidder is advised to study and fully acquaint himself with the contents of the Conditions of Contract and to liaise with the Engineer regarding the programming of the Works and any other requirements of the Engineer prior to submitting his Bid as no claims due to the Bidders failure to do so will be entertained.

6.1.1 DOCUMENTS

The following published documents and this document as issued shall form part of the Conditions of Bid, as read with the Project Specification.

- a) The "**GENERAL CONDITIONS OF CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION**", South African Association of Consulting Engineers. First Edition (2004).
- b) The Conditions of Contract and the Supplementary Information of Bid, and the Specification Condition of Contract.
- c) The Technical Specification, Project Technical Specification, Schedules of Materials and Bill of Quantities as detailed in elsewhere in this document. The issued Drawings shall form part of this document as referred to in elsewhere. Applicable standards are listed in the Standard Technical Specification.

6.2 CONTRACT ADMINISTRATION

6.2.1 AGREEMENT

The Contractor shall enter into a formal Agreement with **Oshakati Town Council** within 21 days of notification of acceptance of offer.

Should the successful Bidder fail to sign the contract agreement within the stipulated period from of notification of acceptance of his Bid, or within such extended period as the Engineer may grant, or should he withdraw his Bid after the time specified for the receipt of Bid, or should he fail to provide the sureties required, or should he fail to commence with the execution of the contract, the Employer reserves the right to deal with the matter in terms of the General Conditions of Contract.

6.2.2 STAMP DUTY

The Contractor shall be responsible for payment of all stamp and other duties and taxes levied on the agreement documentation.

6.2.3 COMMENCEMENT DATE

The commencement date shall be the date as the stated SCC.

6.2.4 TIME FOR COMPLETION

The work must be completed within a total Contract period according to the programme of works agree and adopted by all parties, Contractor, Consultant and Client.

6.2.5 SATISFYING CONDITIONS

If the contractor does not comply with the above mentioned and other clauses of the Specification, the Engineer reserves the right to do or arrange for the necessary work to be done by other contractors, and the cost of such work shall be deducted from the next certificate of payment.

6.2.6 SUPERVISION BY CONTRACTOR

At all times throughout the course of this contract the contractor shall personally supervise the works or constantly be represented by a fully qualified, responsible agent having prior experience in carrying out work of a similar character to the works under this contract. The appointment of such agent shall be subject to the approval of the Engineer and shall be submitted to the Engineer in writing for approval.

Such agent must have full powers to act on behalf of the contractor and must during all normal working hours for the duration of the contract, be available either on the works or at one definite telephone number.

6.2.7 JURISDICTION

- a) The laws of the Republic of Namibia shall be applicable to each contract created by the acceptance of a Bid, and each Bidder shall indicate a place in the country and specify it in his Bid as his domicilium citandi et executandi where any legal process may be served on him.
- b) Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of Namibia.

6.2.8 EXTRA WORK AND DAYWORKS

The Engineer without invalidating the contract, may order extensions to or deductions from the contract totaling thirty per cent of the contract price or make changes to, altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change.

The contractor shall do any extra work not covered by the schedule of quantities which may be ordered by the Engineer and accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the contractor in accordance with clause 34 of the General Conditions of Contract.

Should such agent or the contractor be repeatedly not available, then all works shall be stopped completely until this condition is complied with.

6.2.9 COMPULSORY SITE VISIT

Before bidding, Bidders shall visit the site and satisfy themselves as to the local conditions, the accessibility of the site, the full extent and nature of the operations, the supply of and conditions affecting labour, carriage, carting, unloading, storage and safe custody of materials, workshop accommodation, the scaffolding, tackle and tools necessary for the execution of the contract generally. Claims on the grounds of want of knowledge in such respects or otherwise will not be entertained. If attached, a certificate of Bidder's Site Inspection shall be completed during the site visit and signed by the Engineer or his representative for the Bid to be considered.

This condition may only be ignored by Bidders who are certain that such visit would not aid them in Bidding, **if no compulsory site inspection is called for in this documentation**. However, in all cases, the intent of this clause shall remain binding.

Access to site must be arranged with the Employer, and costs to be borne by the Bidder.

6.3 CONTRACT PRICE

6.3.1 GENERAL

- a) The unit rate entered under the heading "RATE" in the Bill of Quantities shall be taken as the correct rate Bided for the execution of the work. Should there be any difference between the grand total of the extended Schedule rates, as calculated during adjudicating, and the Bid Sum entered into the Form of Bid, the right to make adjustments to the final Bid Sum to correct any errors in extension of rates or in summation of these extended rates is reserved. The amended Bid Sum shall reflect the true and correct summation of the extended rates, and this amended amount shall become the Contract Price. The Bidder concerned will not necessarily be informed of any error(s) found and corrected in his offer. Bidders are advised to

check their item extensions and total additions as no claims for arithmetical errors will be considered.

- b) No unauthorized alterations, erasures or additions are to be made to the text of the Price Schedule or Specification. Should any alterations, erasures or additions be made, it will not be recognized but the original wording of the Schedules or Specification will be adhered to.
- c) The responsibility for the accuracy of the quantities written into some Schedules remains with the persons who prepared the Schedules. The Bidder shall be relieved of responsibility of measuring quantities at Bid stage, and the Bid sum submitted shall be in respect of the quantities set out in the schedules, and he will be required to make his own assessment of items such as brackets, fixings, etc., from the details stated in the drawings and shall include in the item prices for such installation materials as are required for the complete installation in accordance with the Specifications and Drawings.
- d) The quantities in these Schedules are NOT to be used for ordering materials.
- e) The Bidder is advised to study and fully acquaint himself with the contents of the Conditions of Contract regarding the programming of the Works and any other requirements prior to submitting his Bid as no claims due to his failure to do so will be entertained.
- f) All measurements are nett and Bidders must allow in the rates for wastage.
- g) All provisional sums shall be expended only as directed by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.
- h) All items described as "Provisional" shall be measured as executed and paid for according to prices in the Item Price Schedule and any unexpended amounts shall be deducted from the amount of the contract sum. No work for which "Provisional" items are provided shall be commenced without written instructions from the Engineer.
- i) All individual rates quoted in the Schedule of Quantities shall **exclude** VAT.

6.3.2 CONTINGENCY AND PROVISIONAL SUMS

Contingency Sums, and items described as "Provisional" in the Bill of Quantity shall be utilized only on specific written instruction, in which case they will be measured as installed or executed and paid for according to prices in the Bill of Quantities under 'Provisional Items'. Any unexpended amounts shall be deducted from the amount of the Contract Price.

6.4 SUB-LETTING

No part of this contract shall be assigned to another contractor without the written consent of the Engineer.

6.5 SUB-CONTRACTOR(S)

Any sub-contractor appointed by the main contractor for the execution of any portion of this contract must first be introduced to the Engineer or his duly authorized deputy before he (the sub-contractor) commences work. The sub-contractor must have a thorough knowledge of working conditions of his portion of the contract and he must be informed of all the requirements of his specific instructions. **Oshakati Town Council** will make payments in favor of the main Contractor alone. The main Contractor and sub-contractor shall mutually arrange distribution of the payment between themselves.

Any sub-contract shall be a DIRECT CONTRACT between the Main Contractor and his sub-contractor(s). The Contractor shall be responsible to inform his sub-contractor(s) of all Conditions of Contract, Payment and all technical and procedural particulars pertaining to the work required from him. Under no circumstances will the principals become involved in any arguments between the Contractor and his sub-contractor(s).

6.6 POWER OF ENGINEERS

At all times during the progress of the Contract the Engineer shall be granted complete authority with regard of the execution of the contract. In all instances of condemnation of materials or workmanship his decisions shall be final and binding.

6.7 FOREMAN AND CONTRACTOR'S AGENT

A licensed and well-qualified foreman shall be in constant control of the total contract. He shall personally supervise all work performed under this contract and shall have direct contact at all times with the work currently performed, his staff and the other Contractors on site.

This foreman shall represent the Contractor and shall also be the contact person for any instructions from the client or his representatives during the total contract period.

He shall be responsible for the total co-ordination of this contract and shall also execute a high standard of quality control of all work performed. If in the opinion of the Engineer or the Client or his representative this foreman does not qualify sufficiently, it can be ordered to replace him.

6.8 WORKMEN

Only qualified personnel as per Bid Document shall supervise the works.

The Engineer reserves the right to order the removal of any employee of the Contractor, who, in his opinion, is incompetent or who is in any way whatsoever hindering the due completion of the works as a whole.

6.9 QUALITY OF WORK

All work and materials shall be of the highest standard and shall be completed to the satisfaction of the Engineer. Any work completed and subsequently found not to be in accordance with the Specification shall be condemned and shall be substituted free of charge and any making good shall be for the Contractor's account.

6.10 PROCEDURES

The Engineer has been appointed as Consulting Engineer to this project for the design and supervision of the Works. Problems arising during the execution of the work must be discussed directly with the Engineer. All correspondence with the subcontractor shall be channelled through the main Contractor, where applicable.

6.11 DISPUTES

In the event of disputes arising from the execution at the works such disputes shall be handled as indicated in the ITBs and SCC.

6.12 PROGRESS OF WORK

The Engineer shall direct the order in which the various parts of the Contract shall be executed. The Contractor shall order the progress of his work so as to conform to the progress of the work of other trades and shall complete the entire installation, according to a construction schedule to be submitted with the Bid documentation. If, in the opinion of the Engineer, the works are not progressing at a satisfactory rate, the Contractor shall, on receiving instructions from the Engineer, employ additional workmen so as to keep to the construction programme.

The Contractor shall make a responsible person available to be present at frequent site visits by the Engineer.

Site meetings shall be held as determined by the Engineer.

Site instructions shall be in the Engineer's site Instruction Book only and shall be signed by the Engineer or his representative before being considered authorized.

6.13 GOVERNMENT AND LOCAL REGULATIONS

The Contractor shall make himself acquainted with all Government and Local Authority Ordinances and regulations. Where any such regulations now in force, or promulgated during the progress of the works, is at variance with this specification, the former shall in all cases take preference.

6.14 FEES

The Contractor shall be required to pay ALL FEES required by the Municipal or Supply Authority, for inspection and testing of the installation, where applicable.

6.15 FOREIGN EXCHANGE

Cover against foreign exchange variations shall be included in the Bid amount.

6.16 CO-OPERATION WITH OTHER CONTRACTORS

The Contractor shall at all times ensure the maximum co-operation with all other contractors or sub-contractors on site. Contractors shall be held liable for any damage or delay, caused by non-observance of this condition, where due warning shall have been given in reasonable time for attendance of the Contractor.

6.17 STANDARD MEASUREMENT

All weights and measures shown or mentioned shall be taken to be according to denomination authorised by the Weight and Measures Act of 1922, and any amendment thereof. All dimensions are in South African Legal Standard Measures.

6.18 SCALE AND DIMENSIONS

The scale to which the drawings are made shall only be made use of when no figured dimensions are given on the drawings. The figured dimensions shall always be followed although they may not coincide with the drawings, but dimensions, where possible, shall be taken from the buildings. In cases where it is essential to take scale measurements, these shall be taken from detailed drawings in preference to drawings of a smaller scale.

6.19 WORKING DRAWINGS AND SAMPLES FOR APPROVAL

The Contractor shall, within 4 weeks after being awarded the contract, obtain from the manufacturer diagrams and dimensioned drawings relating to all special items.

Before proceeding with manufacture, detailed drawings shall be submitted to the Engineer for approval. In any case where samples are required, the same applies.

For material offered which is not equal to that specified or which is not called for by name, the Bidder shall show that it is of equivalent quality to the equipment specified and he shall submit these automatically and without any special demand.

The Contractor shall furnish without delay, such samples for test or other purposes. The Engineer may reject all materials or workmanship differing from the approved samples.

Necessary alterations caused by ignoring the above-mentioned will be to the Contractor's own expenses.

6.20 QUALITY

A separate quality assurance section shall control and inspect the quality of all works. This quality assurance section shall operate along SANS recommended procedures.

6.21 LOCAL REPRESENTATION

Any firm submitting an offer with regard to this Bid shall have a local representative or agent in Namibia who is authorized to speak and decide on their behalf.

6.22 THE SITE

6.22.1 GENERAL

The Contractor shall take over the site and be in full responsibility from the date of hand over to the date of issue of the Certificate of Certificate.

The Contractor shall provide accommodation and ablution facilities for his staff.

He shall erect on site:

- a) A storeroom of 30 m²

- b) A site office of 12 m²
- c) Sufficient and acceptable toilet facilities

Windows and lockable doors shall be provided for each room. All rooms shall have a concrete floor and shall be painted inside and outside.

Proper storage of drawings shall be provided and a record shall be kept up to date of all drawings presented on site. This record shall be presented at all site meetings. All items mentioned above shall be removed from the site on completion.

The Contractor shall take full responsibility and care of the Works, Temporary Works, plant, materials and equipment from the commencement to completion of the Contract. The Contractor at his own cost shall repair, replace and make good any loss, damage or injury to the Works by any cause whatsoever save and except the excepted risks as defined so that, at completion, the Works will be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's Instructions.

The Contractor shall not use the Site or any land connected with the Works for any purpose whatsoever other than for the proper carrying out of the Works under the Contract and shall place any camps that may be required for himself and his employees and animals only on sites approved by the Engineer. No trees or bushes shall be cut down by the Contractor or by any of his employees without written consent of the Engineer and then only where he may direct.

6.22.2 ACCESS TO SITE AND SITE SECURITY

The Contractor shall arrange with the Employer for access to the site.

6.22.3 OBSERVATION OF SITE CONDITIONS AND CO-ORDINATION

As the taking of all measurements relating to this installation is the responsibility of the Contractor during the whole contract, the principals shall be held blameless for any discrepancies which may arise during the course of the work.

In this connection the Contractor is advised to observe the conditions, possibilities and all activities on site and fully acquaint himself with that which might aid or obstruct his work and take necessary action in due course.

6.22.4 ELECTRICITY AND WATER

The Contractor shall note that electricity or water are not necessarily permanently available on site. Temporary arrangements with regard to the above must be provided at the Contractor's expense.

6.22.5 SITE CONTROL

The Contractor shall ensure that all storage facilities for material and machinery brought onto the site are properly safeguarded and kept in a neat and safe condition.

The Contractor shall make a responsible person available to be present at frequent site visits and to represent him during regular site meetings. Site instructions shall be in the Engineer's site instruction book only. Only instructions in the book signed by the Engineer will be considered authorized.

At all times a competent foreman shall be in charge and he shall be present frequently on site.

The Contractor shall provide and maintain at his own cost all lights, fencing, guards and watching when and where necessary or required by the Engineer or by any competent statutory or other authority for the protection of the Works or for the safety and convenience of the public or others.

6.22.6 DAMAGE TO BUILDINGS AND MAKING GOOD

The Contractor shall be held liable for making good any damage to paintwork, plaster, face brick work, fittings or any part of any buildings affected by his operations proved to have been caused by the negligence or incompetence of any of his employees.

The Contractor shall reinstate at his own cost or pay compensation for all damage or defacement caused to such buildings or other property arising from his execution of the contract.

6.22.7 EQUIPMENT

The Contractor shall provide and maintain all plant, tools, labour, tackle, staging materials, etc., necessary for the due and proper performance of the work. He shall also remove all surplus materials and plant on completion of the contract or when directed.

6.22.8 PACKING AND STORAGE

The Contractor will be held responsible for packing all plant and other goods in such a manner as to ensure freedom from any loss or injury in transit or prior to installation. Receptacles will not be returned or paid for and no charge will be allowed for packing or materials for packing. Contractors shall also, if necessary, provide storage and guarding for materials ordered but not required immediately at the works.

6.22.9 PROTECTION FROM STORMS

The Contractor shall provide all tarpaulins, screens, etc. for the protection of the works from all storms, surface and underground water and for covering any part of the works requiring protection during inclement or hot weather.

6.22.10 SHUTDOWN AND ACCESS TO EQUIPMENT

The principals, at the request of the Contractor, shall arrange for necessary shutdown of services and access to equipment to facilitate the execution of the Works wherever possible during normal working hours.

6.22.12 HOURS OF WORK

Unless otherwise provided in the Specification the Principals shall give the Contractor facilities for carrying out the Works on the Site continuously during the normal working hours generally recognized in the district. The Engineer after conferring with the Contractor may direct that work shall be done at other times if it shall be practicable in the circumstances and the extra cost of work shall be added to the Contract Price unless such work by the default of the Contractor has become necessary for the completion of the Works within the time for completion.

Special non-working days are New Year's Day, Independence Day, Good Friday, Easter Monday, Worker's Day, Cassinga Day, Ascension Day, Africa Day, Hero's' Day, Human Rights Day, Christmas Day and Family Day.

6.23 REJECTION OF EQUIPMENT

If, within the first six months of the guarantee period, ten per cent or more of any class of component shall fail, the Engineer, at his option, shall have the right to demand the replacement of all items of that class of component or material throughout the entire installation.

6.24 DEFECTS LIABILITY PERIOD (GUARANTEE / MAINTENANCE PERIOD)

- a) The Contractor shall guarantee all material, workmanship and equipment provided by him against premature failure (fair wear and tear excluded).
- b) The guarantee/maintenance period of this installation shall be 12 months, from the date of issue of the Completion Certificate.

- c) If it becomes necessary for the contractor to replace or remove any defective portion of the works, the guarantee period shall apply for the replaced portion from the date of replacement.
- d) The Contractor shall be responsible for all consequential loss arising from any faulty part or equipment of his installation during the maintenance period.
- e) Should the Contractor fail to make good any defect, either listed on the Certificate of Taking Over, or becoming apparent during the Defects Liability Period, the Engineer shall be entitled to have such defect repaired, and deduct the expense incurred from the Retention Sum.
- f) At the end of the Defects Liability Period, the difference between the retention sum and any sums paid in respect of (d) above will be paid out, and the Defects Liability Certificate will then be issued.
- g) If, within the first six months of the Defects Liability Period, ten percent or more of any class of component shall fail, the Engineer, at his option, shall have the right to demand the replacement of all of that class of component or material throughout the entire installation at no additional cost.

6.25 TESTING AND HANDING OVER OF INSTALLATION

- a) The Contractor shall satisfy himself that the installation is in accordance with the specification and any variations that shall have been issued before requesting a first delivery inspection by the Engineer.
- b) The Contractor shall at his expense provide all test equipment and materials for carrying out the tests.
- c) Prior to the inspection by the Engineer, the Contractor shall arrange for an inspection of the installation by the responsible local authority.
- d) Once the installation has been approved by the Local Authority, the Contractor shall arrange for an inspection by the Engineer, at which stage he shall hand over to the Engineer the certificate of approval by the Local

Authority, all wiring diagrams, maintenance and operating manuals, and a full set of as-built drawings.

- e) At first delivery inspection the Contractor will be issued with a certificate stating all defects of the installation or part thereof at that time.
- f) A 'first delivery clearance certificate' will be issued once all defects as mentioned in (d) above have been rectified.
- g) Only on issue of the 'First Delivery Clearance Certificate' will the retention sum be reduced, the contract surety released and the guarantee and maintenance period will commence from that date.
- h) It must be noted that the first delivery inspection is not the inspection by the local authorities but shall be an inspection by the Engineer subsequent to the approval of the installation or part thereof by the respective local authority.

6.25.1 EXTENSION OF TIME

The attention of all Bidders is drawn to the section dealing with this aspect in the General Conditions of Contract, which shall be strictly adhered to by the successful Bidder.

The Engineer shall also allow a fair and reasonable extension of time for completion of the Works, if, in his opinion, the Works be delayed:

- a) by reason of loss or damage by fire; or
- b) by reason of civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed upon the Works; or
- c) because the Contractor has not received necessary instruction from the Engineer for which he shall have specifically applied in writing in due time; or
- d) by delay on the part of other or nominated Contractors which the Contractor has, in the opinion of the Engineer, taken all practical steps to avoid or reduce; or

- e) by delay on the part of other Contractors or tradesmen engaged by the Employer in executing work not forming part of the Contract.

Applications for extension of time shall be submitted in writing as soon as it becomes apparent that cause for doing so exists.

6.26 SPECIAL CONDITIONS OF PAYMENT

6.26.1 GENERAL

- a) Progressive claims for payment shall be submitted on a monthly basis.
- b) Claims for payment shall clearly differentiate between material delivered to site and materials installed and / or work executed.
- c) Claims for payment shall clearly differentiate between the VAT applicable to material supplied, and the VAT applicable to labour and other services.

6.26.2 CURRENCY

Payment will be made in Namibian legal Bid, the Namibia Dollar, which at present has the same value as the South African Rand

6.26.3 MATERIALS ON SITE

Where separate rates have been called for supply and installation of materials, payment will be made as follows, subject to the terms of payment below:

- a) On delivery to site, the value of the material supply rate will be certified.
- b) On installation, the value of work executed will be certified.

6.26.4 EXTENDED SITE

Payment for materials on 'extended site' will be made only under the following conditions:

- a) the materials are clearly marked, and

- b) in a separate secure storage area, and
- c) insured

On submitting a payment claim for materials on extended site, the contractor shall submit proof of insurance with the claim.

6.26.5 TERMS OF PAYMENT

- a) As the Works proceed, payments equal to 80% of the contract value of materials delivered to site, or work carried out on site, as certified by the Engineer, shall be made within 30 days of submission of the appropriate interim payment certificate by the Engineer to the Employer.
- b) Where no separate rates for installation of equipment have been called for, claims for payment for material on site have to be substantiated by copies of the supplier's invoice to the Contractor. Payment amounting to 80% of the invoiced amount (NOT the rate quoted in the Bill of Quantities) will be certified for material on site, but not yet installed. Upon installation, the full quoted rate, less retention, will be certified.
- c) Upon the issue by the Engineer of the Certificate of Taking Over, which will be issued after rectification of the initial defect list and receipt and approval of all contract documentation, manuals and as-built drawings, the balance up to 95,0% of the Contract Price shall be paid.
- d) The remaining 5,0% of the Contract Price shall be retained for the duration of the Defects Liability Period. The Engineer shall issue, on expiry of the Defects Liability Period and after certification of the Final Inspection, a Defects Liability Certificate to both the Employer and the Contractor and prepare the Final Payment Certificate for refund of the Retention Sum. Release of the Retention Sum will be subject to the conditions pertaining to the Defects Liability Period.

6.26.6 TAXES

All prices and rates quoted in this document shall be calculated to exclude Value Added Tax (VAT), which shall be calculated and included automatically in the Summary of Prices. The VAT rates shall be as per the latest legislation published in the Government Gazette.

It is the Contractor's responsibility to ensure that the amount paid to the VAT authority is correct in terms of the existing VAT legislation, and that the VAT payments are made on time. The Contractor shall keep proper record of all transactions in this regard.

6.27 VARIATIONS TO CONTRACT

6.27.1 ALLOWED VARIATIONS

Unless instructed in writing by the Engineer, no variations to the Contract shall be allowed. No agreed variation shall, however, invalidate this Contract. Claims for extra payment occasioned by allowed variations shall be invoiced monthly, and statements indicating nett quantities of materials used and workmen's time expended shall be submitted to the Engineer with all applications for Progress Payments.

6.27.2 RATES FOR VARIATIONS

Where the Engineer shall so decide, the Contractor will carry out extras and variations on the basis of Provisional Item rates provided, and payment will be made on the quoted rates. Should no rates exist for any variation, the nett proven value of materials used, plus ten percent thereon, together with the direct labour costs (specifically excluding the cost for persons administratively employed in the Contractor's organisation) so incurred, plus 33 1/3 percent, shall be utilised. The percentages mentioned shall be regarded as covering supervision, Contractor's profit and the use of all plant, tools, machinery, and scaffolding.

6.27.3 PRIME COST ITEMS

All prime cost sums shall be expended as directed by the Engineer and shall include an amount as per Namibian by-laws on nett invoice sums, payable to the Contractor and the final contract price shall be adjusted according to the prime cost sums expended.

6.28 CONTRACT PRICE ADJUSTMENT

6.28.1 GENERAL

Contract price adjustment (CPA) is NOT applicable – rates and prices shall be FIXED. Proven cost escalation, based on supplier's invoices and Bid stage prices for major equipment will, however, be considered if properly motivated.

Transport cost increases to be motivated by providing the percentage of transport cost subject to fuel price increase and the cost per litre of diesel fuel at Bid stage and at time of delivery of equipment.

B. DRAWINGS (ATTACHED SEPARATELY)

3.3.1 PROJECT DRAWINGS

DRAWING No	TITLE	SIZE	NOTE
2408TE/CE 000	GENERAL NOTES AND SPECIFICATIONS	A3	
2408TE/CE 001	GENERAL TOWN LAYOUT	A3	
2408TE/CE 002	AREA TO BE SERVICED	A3	
2408TE/CE 003	ROAD LAYOUT	A3	
2408TE/SK 001	NAME BOARD DETAILS	A3	

3.3.2 STANDARD DRAWINGS

DRAWING No:	TITLE	SIZE
2408TE/CE 004	TYPICAL ROAD CROSS SECTION: GRAVELA3 MAIN ROADS	
2408TE/CE 005	PRECAST RECTANGULAR BOX CULVERTA3 DETAILS	
2408TE/CE 006	PRECAST PIPE CULVERT DETAILS	A3
2408TE/SK 002	DRIFTS DRAWINGS	A3

SECTION IV: SCHEDULE OF QUANTITIES

Procurement Reference Number: _____

GENERAL

Note: For the information and guidance of the Bidder completing the Bill, the preamble given below must be used.

4. PREAMBLE TO BILL OF QUANTITIES

4.1 General

4.1.1 The General Conditions of Contract, the Special Conditions (if any), the Specifications (including the project specifications), and the Drawings are to be read in conjunction with the Bill of Quantities.

- 4.1.2
- (a) The Bill comprises items covering the contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
 - (b) The bidder is at liberty to insert a rate of his own choosing for each item in the Bill and 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 is 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.
 - (c) The short description of items in the Bill of Quantities is for identification purposes only. Bidders are referred to the Specifications, General, Special and Supplementary Conditions of Contract, Schedules of Materials and Drawings for detailed descriptions of the work involved.

4.1.3 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance has been made for waste.

- 4.1.4 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 the several items.
- 4.1.5 Such prices shall cover 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.
- 4.1.6 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 be covered by the other prices or rates in the Bill and deemed to be nil for that particular item.
- 3.1.7 Should the bidder group a number of items together and submit one lump sum for such group of items, the single submitted lump sum shall apply to that group of items and not to each individual item. The submitted lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.
- 4.1.8 **The bidder must price each item in the bill of quantities by hand in black ink on the original bill of quantities provided and the use of correcting fluids like tipp- ex, etc. is unacceptable and may invalidate the bid.** Changes will only be acceptable if the original entered rate is crossed out, the new rate is indicated next to it and the Bidder has signed next to the change made.
- 4.1.9 In the event of any discrepancy or error in the Price Schedule, the Tender Amount shall be accepted as correct and the unit rate adjusted accordingly.
- 4.1.10 All items marked as **Provisional** in the Bill of Quantities shall only be carried out by the contractor with the written approval of the Engineer.

- 4.1.11 All items marked **Alternative** in the Bill of Quantities shall be filled in by the tenderer but shall not be summed up and shall be excluded from the Tender Price. The Employers might however decide to adopt the alternative offer and adjust the Tender Price accordingly.
- 4.1.12 All sections of this part of the Bid must be read in conjunction with the General Conditions of Contract, and Contract Agreement.
- 4.1.13 In the case of equipment manufactured outside the Republic of Namibia or the Republic of South Africa, prices are to be quoted in Namibian Dollars and the exchange rates which the prices are based on must be stated separately.
- 4.1.14 The total rate shall include the supply, delivery, construction, but exclude VAT. VAT to be calculated separately.
- 4.1.15 The quantities in these Bill are NOT to be used for ordering materials.

PRICED ACTIVITY SCHEDULE

Procurement Reference Number: _____

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]
The quantities shown below are approximate and a subject to re-measurement for payment purposes.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price N\$	Total Price N\$
A*	B*	C*	D*	E	F
				Subtotal	
				VAT @ %	
				Total	

* Columns A, B, C and D to be completed by Public Entity.

Priced Activity Schedule Authorised by:

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

SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: _____

[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1.			
2.	As per Attached BOQ and Specification		
3.			
4.			
5.			
6.			
7.			
8.			

* Columns A and B to be completed by Public Entity.

Specifications and Compliance Sheet Authorised by:

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

DATA FORM 6

SCHEDULE OF PLANT OFFERED

The Bidder is to state below each item of major and minor plant, which he guarantees to provide on the site within the time indicated hereunder. If such equipment is not owned by the Bidder, he shall attach a letter of intent from a reputable equipment (plant) hire firm that such equipment will be provided during the period of the Contract (Plant Hire Company to provide proof of ownership of those plants).

Type & Size (e.g. tipper truck, front end loader etc.)	Registration no.	Description and make	Year of manufacture	Number of hours since new*	Name of owner**	Where plant can be inspected	Date available ***

* In case of major overhauls, state the number of hours since last overhaul.
** When not owned by the Bidder, also state whether the plant will be held under a hire agreement or a hire- purchase agreement.
*** State the earliest date available on site or the number of days after award of contract.

The Contractor also undertakes to bring onto the site, without additional costs to the Employer, any additional construction plant, which in the opinion of the Engineer is necessary for completing the contract within the offered contract period.

DATE:

.....
SIGNATURE OF BIDDER

DATA FORM 7**SCHEDULE OF PERSONNEL OFFERED**

The Bidder is to state below the number of each category of personnel who he intends to provide on Site for the execution of the Works and in the case of professionals and technical staff the number of years of appropriate experience after qualification. Such staff shall be named and guaranteed.

Professional and Technical	Nationality		
	Namibian	Non-Namibian	
1. Key Personnel			
a. Contractor's Representative: Name: Qualifications:			
b. *Contractor's Superintendent: Name: Qualifications:			
c. *General Foreman Name: Qualifications:			
d. *Construction Surveyor Name: Qualifications:			
e. *Concrete Foremen Name: Qualifications:			
f. *Plumber			
g. Others (specify):			
2. Non-technical staff			
a. Clerical Staff			
b. Artisans			
c. Semi-skilled Labourers			
d. Unskilled Labourers			

- CV's of proposed personnel to be attached to this bid document

DATE:

.....

SIGNATURE OF BIDDER

SECTION V: EVALUATION CRITERIA

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

The Employer reserves the right to check the information provided by the Bidders. In the event that the bidder supplied wrong information, the Employer reserves the right to reject the bid.

1. Evaluation Methodology

All bid offers for this Contract shall be evaluated in three (3) stages in accordance with Section 26 of the Public Procurement Act 15 of 2015.

The three (3) stages are as follows:

- Preliminary Evaluation;
- Evaluation of Legal, Technical and Financial Compliancy and
- Determination of the lowest substantially responsive Bidder for Contract Award.

a. Preliminary Evaluation (Stage 1)

This stage of the evaluation confirms that all documentary evidence establishing the Bidder's qualifications requested under Instruction to Bidders have been provided. This stage of evaluation establishes whether the bids comply with administrative requirements of the Bidding Document.

b. Evaluation of Legal, Technical and Financial Compliancy (Stage 2)

This stage of the bid evaluation confirms the legal, technical, and financial admissibility of each bid.

i. Legal Admissibility Evaluation

The bid at this stage is evaluated to confirm compliance with the requirements.

Bidders shall include the information and documents listed hereunder with their bids. The non-submission of the documents by the bidder shall result in the rejection of its bid.

- (a) Certified Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
- (b) Total monetary value of construction works performed for each of the last five years;
- (c) 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;
- (d) Major items of construction equipment proposed to carry out the Contract;

- (e) Qualifications and experience of key site personnel and technical personnel proposed for the contract.
- (f) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (g) 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.
- (i) Bid Securing Declaration.

In addition to the above, bidders shall include the information and documents listed hereunder with their bids. The non-submission of the documents by the Bidder shall result in the rejection of its bids.

- (a) Bid submission Form (in the format indicated in Part 1, Section III);
- (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;
- (c) completed Bill of Quantities / Activity Schedule;
- (d) the following documentary evidence is required
 1. have a valid or certified copy of company Registration Certificate;
 2. have an original valid/ certified copy of good Standing Tax Certificate;
 3. have an original valid/certified copy of Good Standing Social Security Certificate.
 4. 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;
 5. 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
 6. Have a letter of intent from a financial institution (commercial bank) to provide performance guarantee.
- e) Additional eligibility criteria are:
 - All pages of the bid document must be initialised by the bidder;
 - Bid amount in numbers and words must be reflected on the cover page of the bid document;
 - Bid Document must be completed in **Black Ink**;
 - No eraser fluid (tippex) must be used in the bid document;
 - All corrections must be initialised;
 - Evidence of Signatory authorized to sign the bid;
 - All forms must be dully filled and signed where necessary; and

- The bidder principle of business must be in line with the project.
- Bidder/s who abandoned works with Oshakati Town Council will **NOT** be considered.
- Bidder/s with existing construction contract less than 75% works completed will **NOT** be considered.

Any additional materials required to be completed and submitted by the Bidders are: ***“none”***.

ii. Technical Admissibility Evaluation

Bidders that passed the Technical Admissibility Evaluation shall be evaluated further to confirm compliance with the technical requirements of the information and documents listed under **(i) Legal Admissibility Evaluation** above.

iii. Financial Admissibility Evaluation

Bidders that passed the Technical Admissibility Evaluation shall be evaluated further to confirm compliance with the financial requirements of (i) Legal Admissibility Evaluation above.

c. Bid Evaluation Comparisons for the Award Selection (Stage 3)

Bidders that passed the Financial Admissibility Evaluation shall be evaluated further to confirm compliance with the requirements listed below and determine whether they are substantially responsive or not. Only bidders that are deemed substantially responsive shall be considered for the contract award.

1. The Contractor required to attach financial statements for the past 3 years.
2. The number of works is: **3 (Road construction projects)**
The period is: **10 years**
(attach completion certificates / appointment letters)
3. The essential equipment to be made available for the Contract by the successful Bidder shall be listed in the Data Form 6: **Schedule of Equipment Offered.**

The minimum constructional plant & equipment required shall comprise:

- 1x Grader
- X3 Tipper truck
- 1x Light delivery vehicle
- 1x Roller compactor
- 1x Water Bowser

Bidders must provide proof of ownership (where plant/equipment is owned) or preliminary lease agreement or Letter of Intent from a Plant Hire (where plant is hired). Bidder must provide proof of ownership of plant from Plant Hire (where plant is hired).

The proposed personnel to be made available for the Contract by the successful bidder shall be listed in Data Form 7: Schedule of Personnel Offered. CVs of key personnel should be attached, with the contract manager's years of experience indicated.

Bid Responsive Compliance Examination

During this stage, the preliminary compliant bids are examined to confirm that bidders qualify to the bid responsively.

Where more than ten (10) bids are tendered, Oshakati Town Council will only consider the ten (10) lowest priced preliminary compliant bids for Bid Responsive Compliance Examination in accordance with the Section 52 (12) of the Public Procurement Act 15 of 2015.

Bid Evaluation Comparison for the selection of award

This stage is where substantially responsive bids are evaluated and compared for the contract award.

Oshakati Town Council shall select bid for award to the lowest evaluated substantially responsive bidder within a ten percent (10%) bracket of the average arithmetically corrected bid prices of the evaluated substantially responsive bids.

Bids that are 30% above Engineer's cost estimate will not be considered.

d. Multiple Contracts

Pursuant sub-clause 1.1 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

- a) Not applicable(N/A) for this Contract.

1.5 Completion Time

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

- a) Evaluation will be based on the programme of works provided and proposed execution methodology and
- b) Evaluation will be to the benefit of the project but not compromising on project specifications and quality. The maximum intended completion period is **90 working days** from the commencement date.

(d) Technical Alternatives

Technical alternatives, if permitted, will be evaluated as follows:

(a) Evaluation of alternative proposal will be evaluated based on the following:

- (i) Viability of the technical methods and material specified as alternative
- (ii) Benefits and economical values of the alternative proposal to the project, end-users and the Employer;
- (iii) SANS compliance with all required certification and accreditation of the alternative and
- (iv) Cost and savings detailed analysis of the alternative proposal.

(e) Margin of Preference

There shall be no margins of preference applicable.

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

General Conditions of Contract

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Section VI: General Conditions of Contract

A. General

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

- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC.**
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC.** The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) SCC means Special Conditions of Contract

- (aa) The Site is the area **defined as such in the SCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC**.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,

- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,¹ and
- (i) any other document **listed in the SCC** as forming part of the Contract.

- | | |
|---------------------------------------|---|
| 3. Language and Law | 3.1 The language of the Contract and the law governing the Contract are stated in the SCC . |
| 4. Project Manager's Decisions | 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 5. Delegation | 5.1 Otherwise specified in the SCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. |
| 6. Communications | 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered to the address stated in the SCC |
| 7. Subcontracting | 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 8. Other Contractors | 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification. |

¹ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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
 - (ii) purpose of the Works, which is the unavoidable result of the Works or
 - (iii) 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 letter of Acceptance. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

13.6 The policies which are in the joint names of the Contractor and the Employer shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Employer.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

- 15. Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC or as thereafter reviewed and agreed by the parties**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions

- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.

23. Appointment of the Adjudicator

- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

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

B. Time Control

25. Program

- 25.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event(as defined in GCC 41) occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or

Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

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

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. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

- 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the

Project Manager.

39.4 The value of work executed shall comprise:

- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39.7 **Unless otherwise specified in the SCC** Interim Payment may be made for Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works, subject to the Contractor transferring ownership to the Employer and providing, where applicable, the right of the transfer of ownership vested upon the Contractor by its supplier.

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

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate for each of the currencies in which payments are made.

- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**41. Compensation
Events**

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

Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

- (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 SCC 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 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

43.1 The currency of payment shall be Namibian Dollars.

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.

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

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

46. Liquidated Damages

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

46.2 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 and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses

required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

49.2(a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:

(i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and

(ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.

(c) For contracts above N\$ 5 M, the preference security shall be in the form of an “on demand” bank guarantee for an amount in a convertible currency equivalent to the difference between its bid price and the bid price of the lowest bid if the Margin of Preference was not applicable. It shall be issued by a commercial bank located in the Republic of [Insert name of country].

(c) For contracts up to N\$ 5 M, an amount equal to the

value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.

- (d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer's Representative as per GCC 53.
- (e) The cost of providing the security shall be borne by the Contractor.

49.3 Where a Preference Security is applicable:

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.

the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.

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.

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.

The preference security shall be forfeited by the employer in case of failure on the part of the contractor to employ at least 80% of the local manpower in the execution of the Works.

50. Dayworks

50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

50.3 The Contractor shall be paid for Dayworks subject to

obtaining signed Dayworks forms.

- 51. Cost of Repairs**
- 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- 52. Labour Clause**
- 52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
 - (ii) by arbitration awards; or
 - (iii) by submitting a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favorable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.
- 52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:
- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
 - (b) stating whether any remuneration payable in respect of work done is due;
 - (c) containing such other information as the Chief Executive Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.
- 52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under clause 40, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the

money payable under this contract.

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

E. Finishing the Contract

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

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

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

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

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

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project

Manager;

- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

58. Fraud and Corruption

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

under Sub-Clause 57.5 [Termination by Employer].

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

58.3 For the purposes of this Sub-Clause:

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

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. **W/RFQ-GCC**) available on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract. *[This section is to be customised by the Public Entity to suit the requirements of the specific procurement].*

GCC Reference	Clause	Special Conditions
Employer GCC 1.1(r)		Oshakati Town Council
Intended Completion Date GCC		The intended completion date is: Three (3) Months after receiving purchase order
Project Manager GCC 1.1(y)		The <u>Project Manager</u> is: <i>Consulting Services Africa, PO Box 1620, Oshakati Tel: 065-230 316, Email: evatk@csa-nam.com</i>
Site GCC 1.1(aa)		The Site is located at Onawa Reception are in Oshakati and is defined in Drawings Nos: 2408TE/CE002 .
Start Date GCC 1.1(dd)		The Start Date shall be: as per letter of appointment/purchase order
The Works GCC 1.1(hh)		The Works consist of: The Construction of Okandjengedi to Onawa access Roads in Oshakati
Interpretation GCC 2.2		The project will be completed in the following as defined.
Interpretation GCC2.3		The following additional documents shall form part of the contract: General Condition of Contract and SANS1200
Language and Law GCC 3.1		The language of the contract is English The law that applies to the Contract is the law of Namibia.
Project Manager's		The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally

GCC Clause Reference	Special Conditions
Decisions 4.1	due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may delegate his/her duties.
Notices GCC 6	<p>Any notice shall be sent to the following addresses:</p> <p>Oshakati Town Council, Procurement Management Unit Sam Nuuyoma Drive, Private Bag 5530 Oshakati Anna-Liisa Korea Head of Procurement +264 65 229500/535/536 akorea@oshtc.na/procurementunit@oshtc.na</p> <p>or</p> <p>Tomas Negongo Tomas.negongo@oshtc.na +264 65 229610</p> <p>For the Service Provider the address and contact name shall be:</p> <p>_____</p> <p>_____</p>
Insurance GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> (a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...) (b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).

GCC Reference	Clause Special Conditions
	<p>(d) for personal injury or death:</p> <p>(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>(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.</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>
Site Date GCC 14.1	The site data is Okandjengedi to Onawa Access Roads in Oshakati.
Intended Completion Date GCC 16.1	The Intended Completion Date for the whole of the Works shall be as stipulated in the appointment letter.
Possession of the Site GCC 20.1	The Site Possession Date shall be as stipulated on the appointment letter.
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within (7) seven days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall be required.

GCC Reference	Clause Special Conditions
Defects Liability Period GCC 33.1	The Defects Liability Period is 12 months.
Payment Certificates GCC 39.7	Payment shall be made as per progress of works with payment for materials on site. Interim Payment for Plant and Materials on Site “is” applicable. The applicable payment shall be limited to 80% of the value of the materials.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate
Adverse weather Conditions GCC 41.1 (I)	As per GCC
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10%.
Bonus GCC 47.1	The daily rate of Bonus calculation is: 0 (zero) % per day
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security	(i) 10% of the amount of the contract price

GCC Reference	Clause	Special Conditions
GCC 49.1		
GCC 56.1		“As built” drawings or operating and maintenance manuals <i>are</i> required.
Payment upon termination 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: [insert percentage]

SCHEDULE 3

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/OSHTC-12/2023/2024

Description	Attached	Not Attached
Quotation Letter		
Priced Activity Schedule		
Specification and Compliance Sheet		
Delivery Period		
Shall be duly filled in, duly signed, and dated at each place (so indicated)		
Indelible ink used, no correction fluid used, and all corrections crossed out and initialled or signed		
Bid Validity Period		
A certified copy of a valid company Registration Certificate		
An original or certified copy of a valid good Standing Tax Certificate; (Valid at the deadline of submission of bid		
An original or certified copy of a valid good Standing Social Security Certificate;(Valid at the deadline of submission of bid)		
A certified copy of a valid Affirmative Action Compliance Certificate.		
A written undertaking as contemplated in section 138(2) of the Labour Act, 2007		
A signed Bid Securing Declaration.		
Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company, is duly authorized to do so.		
Requested certified copies of documents shall only be considered if (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963		

All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.		
Submission must include a comprehensive company profile		

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

Contract Agreement

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

WHEREAS the Employer desires that the Works known as _____

_____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Notification of award
- (b) the Bid
- (c) the Addenda Nos _____
- (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

In the presence of _____

Witness Name, Signature, Address, Date

Signed by: _____

For and on behalf of the Contractor

In the presence of: _____

Witness Name, Signature, Address, Date



ENVELOPE COVER

CONSTRUCTION OF OKANDJENGEDI TO ONAWA ACCESS ROADS
IN OSHAKATI

PROCUREMENT REF. NO: W/RFQ/OSHTC-12/2023-2024

DELIVERY ADDRESS FOR:
Oshakati Town Council
906 Sam Nuyoma Road
Private Bag 5530
Oshakati
Tel:065-229500

CLOSING TIME AND DATE: Tuesday, 23rd April 2024@ 12h00

FROM:

COMPANYNAME: _____

CONTACT NUMBER: _____

P. O. BOX: _____

CONTACT PERSON: _____

EMAIL: _____