PROCUREMENT MANAGEMENT UNIT

REQUEST FOR SEALED QUOTATIONS FOR WORKS

PROCUREMENT FOR CONSTRUCTION, EXCAVATION AND SHAPING OF EHENYE EXT 1 TO ONESHILA EARTH STORMWATER CHANNEL IN OSHAKATI REFERENCE NO: W/RFQ/OSHTC-06/2026/2027

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. Deadline for request for clarifications from Bidders**: Monday, 19 October 2026.**
3. Quotation Submission must be submitted before the closing date and time:
4. Closing Date and Time of Bids: **Friday, 23 October 2026 @ 12h00**.
5. Bidders must register their bids in the bid submission register at PMU Office before submitting their bids in the bid box.

Name of Bidder	
Bid Amount Vat Excl.	
VAT	
TOTAL BID Amount Vat Incl.	

Enquiries and Clarifications:

Name	Anna-Liisa Korea	**Mr. Tomas Negongo**
Designation	Head of Procurement	Town engineer Buyer
Telephone	+264 65 229500/535/536	+264 65 229610
Email	akorea@oshtc.na/procurementunit@oshtc.na	tomas.negongo@oshtc.na

Date of issue: 01 October 2026

Oshakati
TOWN COUNCIL

Head Office:
906 Sam Nujoma Road
Civic Center Oshakati
Namibia
Tel: +264 65 229500
Fax: 065 220 435

09 October 2026

Letter of Invitation

Dear Sirs/Madam

PROCUREMENT FOR CONSTRUCTION, EXCAVATION AND SHAPING OF EHENYE EXT 1 TO ONESHILA EARTH STORMWATER CHANNEL IN OSHAKATI PROCUREMENT REFERENCE NO: W/RFQ/OSHTC-06/2026/2027

1. Oshakati Town Council invites you to submit your best quote for the items described in detail hereunder. This RFQ constitutes a solicitation and contract agreement.
2. Any resulting contract shall be subject to the terms and conditions referred to in the document.
3. Queries, if any, should be addressed to **Mr. Tomas Negongo** and emailed: tomas.negongo@oshtc.na

Please prepare and submit your quotation in accordance with the instructions given.

Yours faithfully,

_____

Anna-Lisa Korea

SECRETARY PROCUREMENT COMMITTEE.

Commercial Centre of the North

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 in Section V; and

(d) any other attachment as deemed appropriate.

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

4. Validity of Quotations

The quotation validity period shall be **60** days from the date of bid submission deadline.

5. Eligibility Criteria (Mandatory Legal Document)

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 valid good Standing Tax Certificate; **(Valid at the deadline of submission of bid)**

(c) An original valid good Standing Social Security Certificate; **(Valid at the deadline of submission of bid)**

(d) 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)**

(e) A certified copy of a valid "Fitness/Registration Certificate" from a Local Authority Health Department or Ministry of Health & Social Services. **(Valid at the deadline of submission of bid)**

(f) 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.

(g) Bidders should submit at least Two Completion certificates/ Reference Letters with contact details of similar project (erection of electric fence)

(h) Margin of Preference **must** be applied

(i) The quotation validity period shall be *60* days from the date of bid submission deadline

(j) Work Program

(k) 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)**

(l) All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.

6. Mandatory Administrative Documents

6.1. duly completed and signed Bid Securing Declaration

6.2. duly completed and signed Bid Submission Form

6.3. Duly complete and signed Price Schedule

6.4. **duly completed and signed specification and compliance sheet**

6.5. duly completed and signed A written 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 as contemplated in section 138(2) of the Labour Act, 2007.

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 biding to the Oshakati Town Council.

9. Site Visits

None

10. Extensions 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 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. Works Completion Period

The completion period for works shall be within two (2) months after acceptance/issue

Purchase Order. Deviation in Completion schedule shall be considered if such deviation is reasonable.

14. Submission of Quotation

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: Friday, 23rd October 2026 @ 12h00

a) Quotations by e-mail would not be considered

b) Late quotations will be rejected

15. Opening of Quotations

Quotations will be opened internally by the Oshakati Town Council. A record of the Quotation Opening Report stating the name of the bidders and the amount quoted will be available to any bidder on request within three working days of the Opening.

16. 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.

17. Technical Compliance

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

Additional Criteria
a) Detailed CV of a surveyor/earthwork foreman with Experience in the earthworks, gravel Roads and stormwater channel construction. **b)** Provide proof of ownership or preliminary lease agreement or letter of intent for leasing of the following Plants and Equipment: - 1x Excavator - 1x Tipper Truck **c)** Note: Proof of Ownership of equipment is to be attached either owned or leased **d)** Program of work **e)** Submission must include a comprehensive company profile, **NB: work is offered based on purchase order and no advance payment will be made**

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18. 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.

19. Margin of Preference

Margin of Preference will be applied as per formula below:
A=MP x BP in which formula

100

(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.

CATEGORIES OF BIDDERS	MARGIN OF PREFERENCE	DOCUMENT EVIDENCE TO BE SUBMITTED	CRITERIA
Micro, Small and Medium Enterprise	1%	-A valid SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership	a bidder who is a MSME, means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51 % owned by Namibians.
Women owned enterprise	1%	-IDs of all shareholders Founding statement/company registration indicating ownership structure/shareholder certificate -declaration indicating the percentage of Namibian female ownership	A bidder who is a woman or whose minimum equity is 51% owned by Namibian women.
Youth Owned enterprise	2%	-IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate -declaration indicating the percentage of Namibian youth ownership.	A bidder who is a youth (from the age of 16 -35 as per the Namibian Act) or whose minimum equity is 51% owned by Namibian youths
Previously Disadvantaged person owned enterprise	2%	-IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificates -declaration indicting the percentage of Namibian PDPs ownership.	a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs.

Suppliers providing employment to Namibian	1%	-declaration that the bidder employs 50% or more Namibian citizens.	A bidder who employs 50% or more Namibian citizens.
TOTAL	**10%**		

- Exclusive preference will be allowed for the following categories:

#	Category of Local Supplier	Margin of Preference
1	Micro, Small & Medium Enterprise (SME)	1%
2	Women Owned Enterprise	1%
3	Youth Owned Enterprise	2%
4	Previously Disadvantaged Person Owned Enterprise	2%
5	Suppliers providing employment to Namibian citizens	1%
	Total	**7%**

- A bidder must include a declaration in its bid, outlining the preferences the bidder qualifies

20. Language

Bidder responses shall be submitted in the English language.

21. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation, most economical beneficial to Council 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.

22. Notification of Award and Debriefing

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 within seven (7) days for all bids after request from the bidder. Furthermore, Oshakati Town Council shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

23. Costs

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

24. Final Check

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 disqualification on the grounds mentioned in the BDS

The validity period of our Quotation is **……** 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 2 days from date of issue of Purchase Order/ Letter of Acceptance.
Works will be completed within 90 days from date of issue of Purchase Order/Letter of acceptance.

Quotation Authorised by:

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

Appendix to Quotation Letter

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

Date:
……

Procurement Ref No.: ……

To: ……

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.*

Self Declaration Form

Self-Declaration Form

Ref No.: _____

Bid Description: _____

_____

I/We the undersigned declare that:

1. I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission;

2. I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group;

3. I/ we will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment;

4. I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;

5. I/ we will not sought, attempted to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at_____ this ____day of _____ 2026

Signature (of duly authorized officer): _____

Full Name and Designation:_____
_____

Self-Declaration Form - Margin of Preference

Insert Procurement Reference No*:* ----------

Insert Title: ----------

-

I/We the undersigned declare that:

1. I / we are eligible for the following categories of Exclusive Preference in terms of allowable Margin of Preferences as outlined in the Code of Good Practice and in accordance with applicable laws at the date of the deadline for bid submission.
2. We attached hereto the following documentary evidence in support of the grounds for qualification.

#	Category of Local Supplier	Margin of Preference
1	Micro, Small & Medium Enterprise (SME)	
2	Women Owned Enterprise	
3	Youth Owned Enterprise	
4	Previously Disadvantaged Person Owned Enterprise	
5	Suppliers providing employment to Namibian citizens	
Total		**7%**

#	Category of Local Supplier	Documentary Evidence
1	Micro, Small & Medium Enterprise (SME)	• SME registration certificate • Declaration indicating the percentage of Namibian MSME ownership
2	Women Owned Enterprise	• ID's of all shareholders • Founding statement/ company registration indication ownership structure/ shareholder certificate • Declaration indicating the percentage of Namibian female ownership
3	Youth Owned Enterprise	• ID's of all shareholders • Founding statement/ company registration indication ownership structure/ shareholder certificate • Declaration indicating the percentage of Namibian youth ownership
4	Previously Disadvantaged Person (PDP) Owned Enterprise	• ID's of all shareholders • Founding statement/ company registration indication ownership structure/ shareholder certificate • Declaration indicating the percentage of Namibian PDP ownership

5	Suppliers providing employment to Namibian	• Declaration that the bidder employs 50% or more Namibian citizens

Declared at_____ this ____day of _____ 2026

Signature (of duly authorised officer): _____.

Full Name and Designation: _____

3.1 EMPLOYER'S REQUIREMENTS

3.1.1 PROJECT SPECIFICATIONS

As per SANS1200.

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	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**	
a.	*Construction Surveyor Name: Qualifications:			
e.	*Earthwork Foremen Name: Qualifications:			
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

OVERVIEW

This Section complements the Instructions to Bidders. It contains the criteria that Oshakati Town Council will use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria but the one indicated here shall be used during evaluation.

Evaluation is going to be conducted by an ad hoc Bid Evaluation Committee (BEC) and 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 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.

NB. It's the resposibility of the bidder to make sure that the bid response document is clear, logical and well structured. The Oshakati Town Council will not take responsibility of any missing information or incomplete document

The bid evaluation shall comprise of three (3) the following stages:

The stages are as follows:

- Stage1. Preliminary Legal, and Compliancy Evaluation;
- Stage 2 Technical Evaluation of
- Stage 3 Financial Evaluation;

1. STAGE 1: MANDATORY/ ELIGIBILITY EVALUATION

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 Bid Responsive Compliance Examination

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

NB: ***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***.

Table 1

Document Description	**Yes/No**
1. To qualify, an entity must be incorporated or registered in Namibia with one Hundred percent (100%) of its ownership, membership, or beneficial interest must be held by Namibian citizens. Eligible entities include: a) an entity incorporated or registered in Namibia in terms of the company or close corporation laws of Namibia; b) a co-operative registered under the laws regulating co-operatives in Namibia. c) a trust registered under the laws regulating trusts in Namibia; or d) a partnership, joint venture, consortium or similar arrangement. (also registered and/or regulated under the laws of Namibia); In all of the above formations, Namibian citizens must hold one hundred percent (100%) of the ownership, membership, or beneficial interest.	
The Bidder must submit a valid certified copy of the entity's Registration Certificate in accordance with the formation requirements specified under ITB Clause 5.1.	
In determining ownership by Namibians citizen, Bidders shall submit duly certified Identity Document (IDs) (certified by a Commissioner of Oath or Namibian Police Officer) with their bid to demonstrate compliance with the above eligibility requirements specified under	

ITB Clause 5.1	
A valid **ORIGINAL** (not certified copy) Good Standing Tax Certificate issued by Namibia Revenue Agency (NamRA)	
A valid **ORIGINAL** (not certified copy) Good Standing Social Security Certificate.	
A valid certified copy of an Affirmative Action Compliance Certificate issued under the Affirmative Action Act, 1998; or, where applicable, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or an exemption issued under Section 42 of the Act. Furthermore, where the Bidder is classified as a Single Relevant Employer under the Act, the Bidder must submit the following supporting documents: (i) A certified copy of the Order, Determination, or any other official document issued by the Employment Equity Commissioner that identifies and lists all the entities forming the Single Relevant Employer group; and (ii) The Affirmative Action Compliance Certificate issued to the Single Relevant Employer group, which must cover all the constituent entities, including the Bidder.	
An undertaking by the Bidder confirming that all salaries and wages payable to its personnel are in compliance with applicable Namibian labour laws, wage determinations, and awards, and that it will abide by sub-clause 6.2 of the General Conditions of Contract if awarded the Contract.	
A duly completed and signed Bid submission Form (in the format indicated in Part 1, Section III);	
A duly completed and signed Bid Securing Declaration form.	
A duly completed and signed d Bill of Quantities / Activity Schedule	
A duly completed and signed Specifications and Performance sheet	
A duly completed and signed Self-Declaration.	
A duly completed and signed Schedule of plant offered	
A duly completed and signed Schedule of personnel offered	
A duly completed and signed Self-Declaration Form - Margin of Preference	
10. In the case of partnerships, joint ventures, consortia, or similar arrangements: (i) The Bidder shall submit a duly executed partnership or joint venture agreement clearly indicating the identity of the	

members, their respective percentage participation, roles and responsibilities, governance arrangements, and confirmation of joint and several liability. Where such agreement has not yet been executed, Bidders must provide a draft agreement initialled by all proposed partners or members, to be executed upon award of the Contract. (ii) Alternatively, Bidders may submit a Letter of Intent signed by all proposed partners or members, provided that it clearly states: the identity of all proposed partners or members; the percentage participation and role of each; their undertaking to enter into a formal agreement upon award of the Contract for the duration of the Contract period; and their joint and several liability to the Employer for the full and proper performance of the Contract. (iii) Joint Ventures shall be permitted only between entities that are duly incorporated or registered in Namibia, where each constituent entity fully meets the 100% Namibian ownership requirement stipulated in ITB 5.1 above. (iv) Upon award of the Contract, the Contractor shall be required to maintain the composition, structure, and percentage participation of the Joint Venture or partnership exactly as submitted in the bid. Any proposed assignment, substitution, or change in the structure, composition, or the respective participation percentage of the partners/members during the currency of the Contract shall be subject to the Employer's prior written approval, to be granted or withheld at its sole discretion. Failure to maintain the awarded structure, or failure to obtain the Employer's approval for any change, shall constitute a material breach of contract, entitling the Employer to terminate the Contract.	
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*	

Bidders that passed stage 1 Evaluation shall be evaluated further to confirm compliance with the technical requirements of the information and documents listed under **(i) Legal Admissibility Evaluation** above.

2. STAGE 2: TECHNICAL EVALUATION

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

The Employer will examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Employer's Requirements have been met without any material deviation, reservation or omission.

The typical evaluation scorecard presented in the table below will be used for the technical evaluation of bids and the selected evaluation criteria are intended to assess the competency of the bidder to achieve the required project outcome and are used to rate each of the bidders.

Document Description	**Yes/No**
Proof of ownership or preliminary lease agreement or letter of intent for leasing of the following Plants and Equipment: - 1x Excavator - 1x Tipper Truck 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).	
Detailed CV of a surveyor/earthwork foreman with Experience in the earthworks, gravel Roads and stormwater channel	

construction	
Program of work	
Company profile	

3. STAGE 3: FINANCIAL 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.

The Procurement contract will be awarded to the lowest evaluated substantially responsive evaluated substantially responsive bids after the Margin of Preference has applied.

4. MARGIN OF PREFERENCE

The application of Margin of Preference is in accordance with the Code of Good Practice on Preference, as detailed in Annexure 5, issued by the Ministry of Finance and Public Enterprises through the Procurement Policy Unit (PPU).
If a bidder qualifies for margins of preferences on more than one basis, all such margins of preferences must be granted to the bidder and, when considering the bid, the bid price shall be reduced with the amount determined in accordance with the formula below for the price evaluation purposes.

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

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.

- Exclusive preference will be allowed for the following categories:

#	Category of Local Supplier	Margin of Preference
1	Micro, Small & Medium Enterprise (SME)	1%
2	Women Owned Enterprise	1%
3	Youth Owned Enterprise	2%
4	Previously Disadvantaged Person Owned Enterprise	2%
5	Suppliers providing employment to Namibian citizens	1%
	Total	**7%**

5. COMPLETION TIME

No alternative Completion time is allowed. Any completion after the specified completion will be interpreted as follows: N$1 000.00 per calendar day in line with SCC item no. GCC 46.1 for late completion will be applied unless authorized to waive by the Employer through a successful and timeous submission of a request to extend the contract period.

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 of the arithmetically corrected bid prices of the evaluated substantially responsive bids.

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

a. 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) N*ot 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 margins of preference applicable.

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

General Conditions of Contract

Table of Clauses

A. General 25

1. Definitions 25
2. Interpretation 27
3. Language and Law 28
4. Project Manager's Decisions 28
5. Delegation 28
6. Communications 28
7. Subcontracting 28
8. Other Contractors 28
9. Personnel and Equipment 29
10. Employer's and Contractor's Risks 29
11. Employer's Risks 29
12. Contractor's Risks 30
13. Insurance 30
14. Site Data 30
15. Contractor to Construct the Works 30
16. The Works to Be Completed by the Intended Completion Date 31
17. Approval by the Project Manager 31
18. Safety 31
19. Discoveries 31
20. Possession of the Site 31
21. Access to the Site 31
22. Instructions 32
23. Appointment of the Adjudicator 32
24. Procedure for Disputes 32

B. Time Control 33

25. Program 33
26. Extension of the Intended Completion Date 33
27. Acceleration 34
28. Delays Ordered by the Project Manager 34
29. Management Meetings 34
30. Early Warning 35

C. Quality Control 35

31. Identifying Defects 35
32. Tests 35
33. Correction of Defects 35
34. Uncorrected Defects 35

D. Cost Control 36

35. Contract Price 36
36. Changes in the Contract Price 36
37. Variations 36
38. Cash Flow Forecasts 37
39. Payment Certificates 37
40. Payments 38
41. Compensation Events 39
42. Tax 41
43. Currencies 41
44. Price Adjustment 41
45. Retention 41
46. Liquidated Damages 42
47. Bonus 42
48. Advance Payment 42
49. Securities 43
50. Dayworks 44
51. Cost of Repairs 45
52. Labour Clause 45

E. Finishing the Contract 46

53. Completion 46
54. Taking Over 46
55. Final Account 46
56. Operating and Maintenance Manuals 46
57. Termination 46
58. Fraud and Corruption 47
59. Payment upon Termination 48
60. Property 49
61. Release from Performance 49

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 purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

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

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

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

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of 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

15.1 The Contractor shall construct and install the Works in

Construct the Works	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:

$$P_c = A_c + B_c \ Imc/Ioc$$

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 coefficients[2] **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 Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

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

45. Retention

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

45.2 Upon the issue of a Certificate of Completion of the Works by

[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]*

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 Clause Reference	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 ***Project Manager*** *is:* *Oshakati Town Council* *P. BAG 5530,* *Oshakati* Tel: 065-229500, Email: tomas.negongo@oshtc.na
Site **GCC 1.1(aa)**	The Site is located at Ehenye to Oneshila area in Oshakati and is defined in Drawings Nos: **attached**
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: Construction, Excavation and Shaping of Ehenye Ext 1 to Oneshila Earth Stormwater Channel 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 Decisions 4.1	The Project Manager shall NOT 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 due under the Contract to exceed the Contract Price or will give

GCC Clause Reference	Special Conditions
	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**	Any notice shall be sent to the following addresses: **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** **or** **Tomas Negongo** **Tomas.negongo@oshtc.na** **+264 65 229610** For the Service Provider the address and contact name shall be: _____ _____
Insurance **GCC 13.1**	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: (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). (d) for personal injury or death:

GCC Clause Reference	Special Conditions
	(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]. (ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives]. (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable. 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.
Site Date **GCC 14.1**	The site data is Ehenye Ext 1 and Oneshila **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 Clause Reference	Special Conditions
Defects Liability Period **GCC 33.1**	The Defects Liability Period is 6 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 (l)**	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) **0%** of the amount of the contract price

GCC Clause Reference	Special Conditions
GCC 49.1	
GCC 56.1	"As built" drawings or operating and maintenance manuals *are* 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]

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

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 were modified by the Special Conditions below.

SECTION VII: CONTRACT AGREEMENT

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 Works except were modified by the Special Conditions below.

SCHEDULE 3

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/OSHTC-06/2026/2027

Please Complete the Quotation Check List Below.

Description	Attached	Not Attached
Quotation Letter		
Priced Activity Schedule		
Specification and Compliance Sheet		
Bidding document 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		
Bidding document and all attachments that a bidder submits, shall all be initialled.		
Bid Validity Period		
Self-Declaration Form -Margin of Preference		
A certified copy of a valid company Registration Certificate		
An original of a valid good Standing Tax Certificate; (Valid at the deadline of submission of bid		
An original 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.		
A certified copy of a valid “Fitness Certificate” from a Local Authority /Health Department or Ministry of Health &and Social Services. (Valid at the deadline of submission of bid).		
Bidder submitted a written Special Power of Attorney (declaration) from the company that the undersigned person is herewith granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process. NB: (Not applicable to sole owners of entities (companies) who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf.		

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		
Company profile		
All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.		

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

ENVELOP COVER

PROCUREMENT FOR CONSTRUCTION, EXCAVATION AND SHAPING OF EHENYE EXT 1 TO ONESHILA EARTH STORMWATER CHANNEL IN OSHAKATI.

PROCUREMENT REFERENCE NO: W/RFQ/OSHTC-06/2026/2027

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

FROM:

COMPANYNAME	
P. O. BOX	
CONTACT PERSON	
CONTACT NUMBER	
EMAIL	

CLOSING TIME AND DATE: FRIDAY 23rd, OCTOBER AT 2026 @12H00