



OUTAPI TOWN COUNCIL

BIDDING DOCUMENTS

Issued on 11th of September 2026

for

***THE CONSTRUCTION OF MUNICIPAL SERVICES (SEWER
RISING MAIN) FOR OUTAPI PROPER, IN OUTAPI***

Procurement Reference No: W/ONB/OUTC-01/2026/27

**Project: *CONSTRUCTION OF MUNICIPAL SERVICES (SEWER
RISING MAIN) FOR OUTAPI PROPER, IN OUTAPI***

Name of Bidder:	
Total Bid Price:	N\$ (Incl. VAT)
Amount in Words:	

Cost: N\$ 300.00

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Secretary
Procurement Management Unit
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Namibia
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SBD for Procurement of Works

A brief description for the main sections of this bid document is given below.

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III. Bidding Forms

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

Section IV. Evaluation Criteria

This section contains supplementary evaluation criteria which the Employer may choose to apply to the procurement under consideration.

PART 2 – EMPLOYER’S REQUIREMENTS

Section V. Employer’s Requirements

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI. General Conditions of Contract

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

Section VII. Special Conditions of Contract

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

Section VIII. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

PART 4 – ADDITIONS TO THE STANDARD BID DOCUMENT

Standard Bidding Document

Table of Contents

PART 1 – Bidding Procedures.....	1
Section 1 - Instructions to Bidders.....	2
Section II. Bidding Data Sheet (BDS)	17
Section III - Evaluation Criteria.....	23
Section IV - Bidding Forms	28
PART 2 – Employer’s Requirements.....	56
Section V - Employer’s Requirements.....	57
PART 3 – Conditions of Contract and Contract Forms	61
Section VI - General Conditions of Contract.....	62
Section VII. Special Conditions of Contract.....	86
Section VIII - Contract Forms	92
PART 4 – Additions to the Standard Bid Document.....	97
Appendix-I: Scope of Work & Specifications	97
Appendix-II: Health & Safety Specifications	97
Annexure-I: Project Drawings Issued for Bid.....	97

PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

Table of Contents

A.	General.....	4
1.	Scope of Bid.....	4
2.	Source of Fund.....	4
3.	Public Entities Related to Bidding Documents & to application for review	4
4.	Fraud and Corruption.....	4
5.	Eligible Bidders	5
6.	Qualifications of Bidders	6
B.	Contents of Bidding Document.....	8
7.	Sections of Bidding Document	8
8.	Clarification of Bidding Document	9
9.	Site visit/Pre-bid meeting.....	9
10.	Amendment of Bidding Document.....	9
C.	Preparation of Bids	9
11.	Cost of Bidding.....	9
12.	Language of Bid.....	9
13.	Documents Comprising the Bid.....	9
14.	Bid Submission Form and Schedules	10
15.	Alternative Proposal.....	10
16.	Bid Prices and Discounts	10
17.	Currencies of Bid and Payment	11
18.	Documents Comprising the Technical Proposal.....	11
19.	Period of Validity of Bids	11
20.	Bid Security/Bid Securing Declaration.....	11
21.	Format and Signing of Bid.....	12
D.	Submission and Opening of Bids	12
22.	Sealing and Marking of Bids	12
23.	Deadline for Submission of Bids	12
24.	Late Bids	12
25.	Withdrawal, Substitution, and Modification of Bids	12
26.	Bid Opening.....	13
E.	Evaluation and Comparison of Bids	13
27.	Confidentiality	13
28.	Clarification of Bids.....	13
29.	Determination of Responsiveness.....	13
30.	Nonconformities, Errors, and Omissions.....	13
31.	Correction of Arithmetical Errors.....	14
32.	Margin of Preference	14
33.	Evaluation of Bids.....	14
34.	Comparison of Bids	15

35.	Qualification of the Bidder	15
36.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	15
F.	Award of Contract	15
37.	Award Criteria	15
38.	Notification of Award	15
39.	Signing of Contract	16
40.	Performance Security	16
41.	Advance Payment and Security	16
42.	Plant and Materials on site	16
43.	Debriefing	16

Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Public Entity as defined¹ in Section II “Bidding Data Sheet” (**BDS**) also referred to herein as Employer invites bids for the construction of Works, as **described in the BDS** and Section VII, “Special Conditions of Contract” (SCC).
- The name and identification number of the Contract are **provided in the BDS and the SCC**.
- 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period **specified in the BDS**.
- 1.3 Throughout these bidding documents, the terms:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “day” means calendar day unless otherwise stated; and
- 2. Source of Fund**
- 2.1 The Works shall be financed by the Public Entity’s own budgetary allocation, **unless otherwise stated in the BDS**.
- 3. Public Entities Related to Bidding Documents & to application for review**
- 3.1 The public entities related to these bidding documents are the Public Entity, acting as procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)
- The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**
- 4. Fraud and Corruption**
- 4.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.
- 4.2 The Employer will reject a proposal for award if it

¹ See Section IV, “General Conditions of Contract,” Clause 1. Definitions.

determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

- (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 deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

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

5. Eligible Bidders

5.1 A Bidder may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

5.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- (a) they have a controlling partner in common; or

- (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.
- 5.3 (a) a bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified
- (b) Bids from contractors appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- 5.4 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.
- 6. Qualifications of Bidders**
- 6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
 - (b) total monetary value of construction works performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years or as otherwise **stated in the BDS**; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site personnel and technical personnel proposed for the contract;
 - (f) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to seek references from the Bidder's bankers; and
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards;
 - (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) a minimum average annual financial amount of construction work over the period **specified in the BDS**.
- (b) experience as prime contractor in the construction of a minimum number of works of a nature and complexity equivalent to the Works over a period as **specified in the BDS** (To comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS**; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.²

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

B. Contents of Bidding Document

7. Sections of Bidding Document

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

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

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

² Usually the equivalent of the estimated payments flow over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the Government shall pay the Contractor's monthly certificates.

- 8. Clarification of Bidding Document**
- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.
- The Employer will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline for submission of bids.
- Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.
- 9. Site visit/Pre-bid meeting**
- 9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.
- 9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.**
- 10. Amendment of Bidding Document**
- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

C. Preparation of Bids

- 11. Cost of Bidding**
- 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.
- 12. Language of Bid**
- 12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.
- 13. Documents Comprising the Bid**
- 13.1 The Bid shall comprise the following:
- (a) Bid submission Form (in the format indicated in Section IV);
 - (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;
 - (c) completed Bill of Quantities / Activity Schedule;

(d) the following documentary evidence is required

1. have a valid original certified copy of company Registration Certificate;
2. have an original valid good Standing Tax Certificate;
3. have an original valid good Standing Social Security Certificate indicating the bid reference number;
4. have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
5. have a certificate indicating SME Status
6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
7. Have a valid certified copy of Fitness Certificate from any Local Authority or Ministry of health and Social Services.
8. Have an original good standing BIPA certificate.

- | | |
|--|---|
| 14. Bid Submission Form and Schedules | 14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided. |
| 15. Alternative Proposal | 15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section III. |
| 16. Bid Prices and Discounts | <p>16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities³ submitted by the Bidder.</p> <p>16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities.⁴ Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.</p> |

³ In lump sum contracts, delete “priced Bill of Quantities” and replace with “priced Activity Schedule.”

⁴ In lump sum contracts, delete “described in the Bill of Quantities” and replace with “described in the drawings and specifications and listed in the Activity Schedule.”

- 16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.⁵
- 16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.
- The discount if any and the conditions of its application shall be indicated separately.
- 17. Currencies of Bid and Payment**
- 17.1 The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract unless otherwise **specified in the BDS**.
- 17.2 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 18. Documents Comprising the Technical Proposal**
- 18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section IV), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid for a period **specified in the BDS**. The Bid Validity period should not exceed 180 days.
- 19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.
- 20. Bid Security/Bid Securing Declaration**
- 20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so, **required in the BDS**.
- 20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section IV and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.
- 20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.
- 20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for

reasons mentioned in the Bid Security format contained in Section III or the Bid Surety Declaration contained as Appendix to the Bid Submission Form.

**21. Format and
Signing of Bid**

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it “ORIGINAL”. In addition, the Bidder shall submit the number of copies **as specified in the BDS**, clearly mark with the label “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

D. Submission and Opening of Bids

**22. Sealing and
Marking of Bids**

22.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as indicated in ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

**23. Deadline for
Submission of
Bids**

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

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

24. Late Bids

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

25. Withdrawal,

25.1 No bid may be withdrawn, substituted, or modified in the

**Substitution, and
Modification of
Bids**

interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

26.1 The Employer shall open the bids at the time place and address **specified in the BDS** in the presence of Bidders' designated representatives who choose to attend.

26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.

E. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.

27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

**28. Clarification of
Bids**

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

**29. Determination of
Responsiveness**

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.

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

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

**30. Nonconformities,
Errors, and**

30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid,

- Omissions** request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32. Margin of Preference**
- 32.1 **Unless otherwise specified in the BDS**, Margin of preference shall not apply.
- 33. Evaluation of Bids**
- 33.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.
- 33.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; and
 - (b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section III, and Margin of Preference, if applicable.
- 33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in

Section III (Evaluation and Qualification Criteria).

- 33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.
- 34. Comparison of Bids** 34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.
- 35. Qualification of the Bidder** 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.
- 36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

- 37. Award Criteria** 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 38. Notification of Award** 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by a Notification of award for award of contract. The Notification of award shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of notification of award, the Purchaser shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Purchaser's website, the results of the Bidding Process identifying the bid

and lot numbers and the following information:

(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and

(ii) an executive summary of the Bid Evaluation Report.

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

39. Signing of Contract

39.1 Promptly upon issue of notification of award, the Employer shall send to the successful Bidder the Contract Agreement.

39.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

40. Performance Security

40.1 Within thirty (30) days of the receipt of the notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII (Contract Forms).

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

41. Advance Payment and Security

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

42. Plant and Materials on site

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

43. Debriefing

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

Section II. Bidding Data Sheet (BDS)

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

A. General	
ITB 1.1	<p>The Public Entity is:</p> <p><i>Outapi Town Council</i></p> <p>The Works are:</p> <p><i>The Construction of Municipal Services (Sewer Rising Main) For Outapi Proper in Outapi.</i></p> <p><i>The project scope of work is included in Appendix-I of this bid document. The actual scope of work will depend on the availability of funds and Outapi Town Council will reserve the right to increase or reduce the project scope of work.</i></p> <p>The name and identification of the Contract is: <i>W/ONB/OUTC-01/2026/27</i></p> <p>The Project is:</p> <p><i>The Construction of Municipal Services (Sewer Rising Main) For Outapi Proper in Outapi.</i></p>
ITB 1.2	The Intended Completion period is <i>150 days from start date.</i>
ITB 2.1	The Funding Agency is: Outapi Town Council & Ministry of Urban and Rural Development
ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr</p>
ITB 6.1	The requirement of this section is limited to a preliminary construction programme.
ITB 6.2	<p>The information required from bidders in ITB Sub-Clause 6.2 is modified as follows:</p> <p>6.2 (k) Bidders and joint ventures shall have a bank account at a Namibian banking institution.</p> <p>6.3 (l) Bidders should have a written reference or completion certificate of the previously completed similar projects.</p> <p><i>Bidder shall attach documentary evidence as required by Clause ITB 13.1 (e)(3) and all copies of original documentation should be certified by the appropriate authority."</i></p>

ITB 6.2 (c)	<i>Contractors should have at least five (5) years of experience in construction work.</i>
ITB 6.3 (a)	<p>The Contractor must have a minimum average annual financial amount of construction of N\$ 5.0 million over the last Five (5) years.</p> <p>N.B.: A complete financial statement shall be attached.</p>
ITB 6.3 (b)	<p>The number of works is: five (5) 100% completed of similar in nature and scope (sewer reticulation, sewer pumping station, Sewer rising main, water reticulation).</p> <p>The period is: Five (5) years</p> <p>The minimum project value is N\$ 3.0 million.</p> <p>N.B.: The bidder should provide practical or final project completion certificate as well as testimonials or references.</p>
ITB 6.3 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <ul style="list-style-type: none"> • Backhoe Loader • Compactor • Tipper Truck • Concrete Mixer • Water Truck • Excavator • Plate Compactor • De-Watering Pump <p>N.B: The bidder should attach proof of ownership of all the equipment mentioned or alternatively a signed lease /hire agreement from reputable machinery rental hire company shall be included. The agreement must explicitly express the plant and equipment to be leased or hired by the Bidder.</p>
ITB 6.3 (d)	<p>Add:</p> <p>Bidders should provide a detailed CV of the Contracts Manager and Key Staff to be appointed for this project.</p> <p>The contracts manager shall be fluent in both English writing and communication.</p> <p>The following requirements are required for the contractor's personnel on this project.</p> <ul style="list-style-type: none"> • Project/Contract Manager: At least Five (5) years of postgraduate experience, with a Civil Engineering Qualification or Level 4 qualification in Plumbing and Fitting. • Site Agent: At least three (3) years of post-graduate experience, with

	<p>a Level 3 qualification in Plumbing and Fitting.</p> <ul style="list-style-type: none"> • General Foreman: At least three (3) years of post-graduate experience, with a Level 2 qualification in Plumbing and Fitting. • Land Surveyor: A minimum of three (3) years of postgraduate professional experience, with a relevant degree in Land Surveying or an equivalent recognized qualification. <p><i>Note: Qualifications requirements should be the minimum needed by Key Personnel for site works taking into consideration the market situation and the Contractors present staffing for works that have been executed in a professional and satisfactorily manner. Commissioner of oath should certify all Qualifications.</i></p>
ITB 6.3 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 10 % of the contract amount.
B. Bidding Documents	
ITB 8.1	<p>The Public Entity's address for clarification is:</p> <p><i>Outapi Town Council</i> <i>Procurement Management Unit</i> <i>P.O. Box 853, Outapi</i> <i>Tel: +264 65 251 511</i> <i>Tel: +264 083 376 4058</i> <i>Email: procurement@outapitc.org.na</i> <i>Outapi, Namibia</i></p> <p><i>Attention: Ms. H Amunyela</i></p>
ITB 9.2	A pre-bid meeting (not compulsory) has been scheduled for <i>Monday, 21st of September 2026 @ 11H00 at Outapi Town Council.</i>
C. Preparation of Bids	
ITB 13.1(e)	<p>Any additional materials required to be completed and submitted by the Bidders are:</p> <ol style="list-style-type: none"> 1. The bidder shall attach evidence of the signatory authorized to sign the bid (if applicable). This authorization shall consist of written confirmation and may include a delegation of power by resolution of the Board of a company or of the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature. 2. The signatory authorized to sign the bid shall initial all pages of the Bid Document including all attachments and documents attached by the Bidder. 3. As per Clause ITB 6.2 (k) the Bidder shall attach documentary evidence that the Contractor or joint venture keeps a bank account at a Namibian banking institution.

	<p>4. With regards to Clauses ITB 13.1 (d) 1 and 5, the Bidder shall attach a <u>certified copy</u> of the valid company registration certificate and of the valid certificate indicating the SME status (if applicable).</p> <p>5. Regarding ITB 6.2 (l) the bidder shall attach a written reference letter and/or completion certificates indicating the project name, monetary value, commencement date and completion date.</p> <p>6. All “Notices to Bidders” as received from the Public Entity (Outapi Town Council). It is the Bidders responsibility to follow up with the Public Entity and ensure that all Notices that may have been issued have been received before the submission of the Bid.</p> <p>7. Latest Audited Financial Statements (Original or Certified copies) by a registered Accountant.</p> <p><i>All the information provided with the qualification information shall be supported by the original or certified copies.</i></p>
ITB 15.1	Alternative Technical Proposals shall not be allowed.
ITB 16.1	The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder in Section IV of the Bidding Document.
ITB 17.1	The Contract is not subject to price adjustment in accordance with GCC Clause 44.
ITB 17.2	<p>Interim Payment for Plant is not applicable.</p> <p>Interim Payment of Material on site is applicable. 80% (maximum) advance on material cost (confirmed by supporting documentation) for Materials delivered to Site and intended for but not yet into the Works.</p>
ITB 18.1	<p>Bidders shall provide all information regarding the equipment and personnel to be used to carry out the works and any other information as required in the Bidding Forms (Section IV), in sufficient details to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time.</p> <p>Information supplied in the Bidding forms (Section IV) shall be used in the evaluation of the Bid with regards to:</p> <ol style="list-style-type: none"> 1. Capacity of the Bidder to execute the work satisfactorily. Consideration shall be given to equipment owned / secured by the Bidder, as well as experience and qualified personnel in his employ. 2. Schedule of work satisfactorily completed by the Bidder. Such information provided by the Bidder shall be evaluated in order to establish whether the Bidder has sufficient experience, specifically in work of similar nature, complexity and value as the work defined in this Bidding Document. <p>Proof that the Bidder has fulfilled his past commitments with regard to time and quality.</p>
ITB 19.1	The Bid shall be valid for 180 calendar days after the deadline set for the submission of bid, the deadline being counted as day one of the validity

	period.
ITB 20.1	<p>With reference to the Urgent Notice issued by the Ministry of Finance (Office of the Minister) dated 14 March 2018, this Bid shall be exempt from the requirements under regulation 37(1) (a) of the Public Procurement Regulations.</p> <p><i>No Bid Security is required, however the Bid Securing Declaration Form has to be completed and signed instead.</i></p>
D. Submission and Opening of Bids	
ITB 21.1	<p>In addition to the original of the bid, the required number of copies is: <i>One (1)</i></p>
ITB 22.2	<p>Bids must be submitted as follows:</p> <p>Each Bid shall be delivered by hand in one sealed envelope and shall be deposited in the bid box provided for the purpose at the following address:</p> <p><i>Outapi Town Council Procurement Management Unit P.O. Box 853, Outapi Tel: +264 65 251 511 Tel: +264 083 376 4058 Email: procurement@outapitc.org.na Outapi, Namibia Attention: Ms. H Amunyela</i></p> <p>Each envelope shall be endorsed:</p> <p>PROCUREMENT REFERENCE No: W/ONB/OUTC-01/2026/27</p> <p><i>The Construction of Municipal Services (Sewer Rising Main) For Outapi Proper in Outapi.</i></p> <p>With the name and address of the Bidder on the reverse side of the envelope. The envelopes shall bear a warning not to open before the time and date for bid opening.</p>
ITB 23.1	<p>The deadline for submission of bids shall be <i>Friday, 9th of October 2026 @ 11h00.</i></p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p><i>Outapi Town Council Procurement Management Unit P.O. Box 853, Outapi Tel: +264 65 251 511 Tel: +264 083 376 4058 Email: procurement@outapitc.org.na Date: Friday, 9th of October 2026 @ 11h30.</i></p>

E. Evaluation and Comparison of Bids	
ITB 29.2	<p>A substantially responsive bid is one which conforms to the terms, conditions, and specifications of the bidding documents without material deviation, reservation, qualification, or omission.</p> <p>A material deviation or qualification is one which, in the opinion of the Outapi Town Council;</p> <ol style="list-style-type: none"> 1. could detrimentally affect the scope, quality, or performance of the work. 2. changes to the employers or the contractor's risk and responsibilities under the contract; or 3. would affect the competitive position of other bidder presenting responsive tenders, it was to be rectified. <p>Hence, only substantially responsive bids will be considered for further technical and financial evaluations as per the set evaluation criteria.</p>
ITB 32.1	A margin of preference <i>shall</i> apply. <i>Please refer to Section III – evaluation criteria of the bidding document for details.</i>
ITB 33.2	<p>To evaluate a bid, the employer shall apply the evaluation procedure specified in ITB 33.1 for each compliant bidder with respect to methodology specified in section III – evaluation.</p> <ol style="list-style-type: none"> (a) Bid prices shall be adjusted for arithmetic errors in terms of clause IB 31. (b) Bid rates and bid prices will be evaluated against reasonable standard benchmark rates. (c) P&Gs should not be more than 20% of total bid amount including VAT & Contingencies. <p>Bidders whose bid amount varies by more than 20% (up or down) from the respective standard benchmark bid amount shall be deemed to be non-compliant and shall be rejected.</p>
F. Award of Contract	
ITB 37	Subject to ITB 36.1, the Employer shall award the Contract to the Bidder that is recommended in accordance with ITB 33 and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
ITB 39.1	Within 7 days of receipt of the Contract Agreement, the successful Bidder shall Sign, date, and return it to the Employer.
ITB 40.1	The Standard Form of Performance Security acceptable to the Public Entity shall be “a Bank Guarantee”. The Bank guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT.
ITB 41.1	<i>Advance payment shall not be applicable.</i>
ITB 42.1	<p>Interim Payment for Plant is not applicable.</p> <p>Interim Payment for Material (only) on site is applicable.</p> <p>80% (maximum) advance on material cost (confirmed by supporting documentation) for Materials delivered to Site and intended for but not yet into the Works.</p>

Section III - Evaluation Criteria

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

1. Evaluation

In addition to the criteria listed in ITB 32.1 and ITB 33.2 of section II “bidding data sheet”, (BDS) the following margin of preference and evaluation criteria shall apply:

2. Evaluation Procedures and Selected Criteria

(a) Bid Validity and Compliance

Received Bids will be examined to determine whether or not they substantively comply with the requirements of the Bid Documents. A substantively complying Bid is one which complies with the rules, terms and conditions of the Bid Documents, without any material deviation in the sole opinion of the Employer. A non-complying bid will be rejected and may not subsequently be altered to comply by correction of any non-conformity.

The Employer’s determination of a bid’s responsiveness will be based on the required contents as defined in ITB13 of the bid document.

Bids will secondly be examined to determine whether they have been submitted by well-established contractors with the necessary experience and the financial, human and material resources to satisfactorily execute the Contract. For this purpose the various forms and other information required under Section IV (***Qualification Information***) of the bid document will be utilised. Bidders are at liberty to submit with their bid any other information which they consider would be relevant to the bid evaluation.

N.B. It’s the responsibility of the bidder to make sure that the bid response document is clear, logical and well structured. Outapi Town Council will not take responsibility of any missing information or incomplete document.

(b) Adequacy of Technical Proposal

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

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 a 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.

Technical scores will be calculated in accordance with the following formula and only bidders with a total technical score of ***at least 70%*** will be considered for financial evaluation:

$$TS = (T_b + T_F + T_x + T_C + T_M + T_N + T_D + T_P)$$

ITEM	Non-Price Attributes Technical/Capacity/ Attributes	Max Points	Sec IV Bidding Forms	Clauses In Sec I: ITB & Sec II: BDS	Clauses In Sec I: ITB & Sec II: BDS
T _b	Bid Submission: Complete Technical Proposal: Company Profile, Description of Proposed work methodology, and Construction Program	10	All bid Sections	All bid Sections	All bid Sections
T _F	Financial Resources/ Capacity	10			
	Average annual turnover Line of Credit/ Banking Rating	5 5	Part G Part G	ITB6.3(a) ITB6.2(g)	ITB6.2(b) ITB6.2(h)
T _x	Relevant Experience	20			
	Overall Company Experience	10	Part C	ITB18.1	ITB1.1
	Regional and Local Experience (Minimum of five (5) projects of similar nature and scope the last eight (8) years)	10	Part C	ITB6.3 (b) ITB6.2(b)	ITB6.2(c) ITB6.2(c)
T _C	Relevant competence: staff	20			
	Contract Manager	8	Part E	ITB6.2(d)	
	Site Agent	6	Part E	ITB6.3(d)	ITB6.2(e)
	Land Surveyor	4	Part E	ITB6.3(d)	ITB6.2(e)
	Site Foreman	2	Part E	ITB6.3(d)	ITB6.2(e)
T _M	Mechanical plant capacity	15			
	- As per BDS ITB6.3(c)	15	Part D	ITB6.3(c)	ITB6.2(d)
T _N	Namibian content status - Namibian supplier: compliance with definition S/clause (d) 1. Below, eg if 100% Namibian = 10, if 50% Namibian = 5, if 0% Namibian = 0	5	Part B2	ITB6.2(a)	ITB13.1(d)
T _D	SME status - Registration	5	Part B2	ITB13.1(5)	ITB13.1(5)
	PDN status: compliance with definition S/clause (d) 3. Below - % Ownership PDN, eg points if 100% PDN = 10, if 50% PDN = 5, if 0% PDN = 0	5	Part B2	ITB6.2(a)	ITB13.1(d)
T _P	Site visit attendance of pre-bid meeting	10	Part B2	ITB6.2(a)	ITB13.1(d)
T _S	Technical scores	100			

(c) Financial Proposal

The price is the sum that the client would be required to pay to the tenderer for the work or service provided. This must include all costs over the duration of the contract. Depending on the contract, this could include:

- fixed capital cost;
- time related costs during the contract period;
- special adjustments during the contract period;
- maintenance costs; and
- Operating costs.

Price score will be calculates as follows:

$$PS = (PL/PN) \times 100$$

Where:

P_L = tender price of the lowest acceptable tender

P_N = tender price under consideration

Please note that the value of fixed P&G's may not be more than 15% of the total contract value (excluding contingencies and VAT) and the total P&G's (fixed + time related) may not be more than 20% of the total contract value (including contingencies and VAT). Should the bidder exceed this limit in his financial offer, the Employer reserves the right to consider these bid amounts to be unbalanced and request justification.

(d) Bid Index (IB)

The Bid Index (IB) is the final evaluated result of each Bidder as per the specified and approved weight of financial and technical evaluations.

$$IB = a \times PS + b \times TS$$

Where:

P_S = Price score

T_S = Technical score

“a” is allocated weight for price score (PS) and ‘b’ is the allocated weight for Technical Score (TS).

For this project the selected bid index weighting will be 60% for the technical score and 40% for financial score:

$$IT = 0.4 \times P_S + 0.6 \times T_S$$

(e) Margin of Preference

50% or of the employees for the works must be Namibia citizens.

Each bidder should apply for the preference category for which they qualify.

Procurement	Margin of Preference
Namibian Shareholding	3%
Materials 50-60%	2%
Services rendered by Namibian Key Personnel Inclusive of Management	2%
Services rendered by Namibian Semi-skilled employees	3%
Total	10%

3. Written acknowledgement and acceptance

The Bidder must complete the form below in full to acknowledge and accept the employer's specific requirements and evaluation criteria for this project.

Date: [Day|month|year]

Procurement Ref No.:

We, the undersigned, declare that we acknowledge and accept

- a) That according to ITB 29, the responsiveness of the bid will be determined based on the contents and requirements of the SBD as defined in ITB13.
- b) That all the required technical information and requirements must be met for our bid to be responsive.
- c) For our Bid to be determined responsive, our Bid must score at least 60% on technical evaluation as per the set criteria.
- d) That the bid will be deemed to be non-responsive if;
 - The Bid Price is 20 % above or below the estimated project cost
 - The value of the fixed P&G's exceeds 15% of the total contract value (excluding contingencies and VAT)
 - The total P&G's (fixed + time related) exceeds 20% of the total contract value (including contingencies and VAT).

Name:

In the capacity of:

Signed:

Duly authorized to

sign the Bid for and
on behalf of:

Date:

Seal of Company

Section IV - Bidding Forms

Table of Forms

BID SUBMISSION FORM.....	29
BID SECURING DECLARATION	31
WITTEN UNDERTAKING.....	32
1. Employers Details	32
2. Procurement Details	33
3. Undertaking.....	33
QUALIFICATION INFORMATION.....	34
Preamble to Schedule of Quantities	39
Schedule of Quantities	42
Summary of Schedule of Quantities	43
Detail Schedule of Quantities	44

BID SUBMISSION FORM

Date: _____
Bidder's Reference No.: _____
Procurement Reference No: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (c) The total price of our Bid after discounts, if any, offered in item (d) below is: N\$ _____ (incl VAT);

_____ (Amount in Words);
- (d) The discounts offered and the methodology for their application are:

_____;
- (e) Our bid shall be valid for a period of as specified in ITB 19.1. from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;
- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;

- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;⁶
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Seal of Company _____

⁶ Use one of the two options as appropriate.

Appendix to Bid Submission Form

BID SECURING DECLARATION

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

Date: [Day|month|year]

Procurement Ref No.:

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

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

**delete if not applicable / appropriate*



Republic of Namibia

Ministry of Labour, Industrial Relations, and Employment Creation

WITTEN UNDERTAKING

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 No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. Undertaking

I, owner/representative

of

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.*

QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
Place of registration:.....
Principal place of business:.....
Evidence of signatory authorized to sign the bid: *[attach]*
- 1.2 Annual amounts of construction work performed during the last *Five (5)* years to the amount of N\$.....
- 1.3 Number*of* works of a nature and amount similar to the Works performed as prime Contractor over the last *Five (5)* years. *Also list details of work under way or committed, including expected completion date(s).*

Project/Contract name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract in NAD
(a)			
(b)			
(c)			
(d)			
(e)			
(f)			
(g)			

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. *Refer also to ITB Sub-Clause 6.3 (c).*

As per ITB Sub-Clause 6.3 (c), the Bidder shall complete the table below. When owned by the Bidder, proof of ownership shall be attached to the Bid Documentation. When not owned by the Bidder, valid lease and/or hire purchase agreements for the relevant plant shall be attached to the Bid Documentation, which provides the Procurement Reference Number, the type of plant considered, the period of validity of the agreement, the period of availability of the plant and the shortest period within which the plant can be delivered to Site.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			
(c)			
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *(Also Attach biographical data. Refer also to ITB Sub-Clause 6.3 (d).)*

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
(c)			
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			

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

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

1.7 Financial reports for the last *three (3)* years: Financial Statements, Audited Accounts, etc. (*List below and attach copies.*)

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

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

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

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		
(c)		
(d)		
(e)		
(f)		
(g)		
(h)		

1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.

Bidder shall submit, together with this Bid, a **chronological works program in form of a Gantt chart** as described in Section V.

- 1.12 **Methodology Statement:** The Bidder shall submit, together with this Bid, a separate document, describing how he intends to execute, manage, and control the various activities of the works within the specified completion period, according to the required specifications, should he be the successful Contractor.

In chronological order, the bidder is to describe in detail the proposed plant, equipment, and labour to be used for each construction activity. The Bidder is to indicate which plant is intended to serve on more than one activity and provide a contingency plan in case of a breakdown of plant. The mode of transport of the various materials to site shall be stated taking into consideration the quality and state of the roads during the construction period.

The project program and Methodology Statement will form the bid technical evaluation and Failure to submit may result in disqualification of the Bid.

2. Additional Requirements

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

Bill of Quantities

Preamble to Schedule of Quantities

- 1.1. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- 1.2. The clauses in a specification in which further information regarding the Bill item can be obtained appear under “Reference clause” in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
- 1.3. **The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution 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 tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.**
- 1.4. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sans.co.za or www.iso.org for information on standards).
- 1.5. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- 1.6. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 1.7. Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 1.8. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

ha	=	hectare	h	=	hour
kl	=	kilolitre	kg	=	kilogram

km	=	kilometre	kW	=	kiloWatt
km-pass	=	kilometre pass	MN	=	MegaNewton
kPa	=	kiloPascal	MN.m	=	MegaNewton-m
ℓ	=	litre	%	=	per cent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	R/only	=	Rate only
m ³	=	cubic metre	sum	=	lump sum
m ³ .km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	MegaPascal	W/day	=	Work day

- 1.9. The Tenderer must price each item in the Bills of Quantities in **BLACK INK**.
- 1.10. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.
- 1.11. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.
- 1.12. The General Conditions of Contract, the Particular Conditions of Contract (if any), the Specifications (including the Project Specification), and the Drawings are to be read in conjunction with the Schedule of Quantities.
- 1.13. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
- 1.14. The Tenderer is at liberty to insert a rate of his own choosing for each item in the schedule 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 schedule by the Contractor.
- 1.15. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rates for the operations specified. Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
- 1.16. Descriptions in the Schedule of Quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issues of Civil Engineering quantities. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the schedule or, when

relevant, Civil engineering quantities, the requirement of the Standardized, Project, or Particular Specification as applicable, shall prevail.

- 1.17. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.
- 1.18. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. The Tenderer shall ensure that his rates exclude Value Added Tax, which shall be added in the Summary of the Schedule of Quantities.
- 1.19. **A price or rate is to be entered against each item in the Schedule/Bills 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 Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 1.20. The quantities of this Schedule of Quantities shall be regarded as approximate and not necessarily the actual amount of work to be done nor shall these quantities be considered as limiting or extending the amount of work to be done or material to be supplied by the Contractor.
- 1.21. The Contract Price for the completed contract shall be computed from the actual quantities of work done and valued at the unit rates and prices tendered against the respective items in the Schedule of Quantities. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- 1.22. The Schedule of Quantities must not be used for the ordering of materials and the Contractor is advised to acquire his own information from the Specifications and Drawings and to consult with the Engineer before materials are ordered.
- 1.23. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
- 1.24. The number of quantities set out in the Schedule of Quantities are estimated only, and their accuracy or inaccuracy shall in no way effect the validity of the tender or any contract based thereon. The total amount of each item set out in the Schedule of Quantities at the rate or price inserted by the Tenderer shall be stated, but these figures are required solely for the purpose of assessment and shall not be deemed to be the actual sums which shall be paid to the Contractor for the execution of the Works. The sums to be paid to the Contractor shall (subject to the provisions of the General Conditions of Contract) be determined by re-measuring the work actually done in accordance with the Contract and valuing such work at the rates and prices inserted by the Contractor in the Schedule of Quantities.

- 1.25. The Bill of Quantities includes provision for Preliminary and General Items in Schedule A. Please note that the value of fixed P&G's may not be more than 15% of the total contract value (excluding contingencies and VAT).**
- 1.26. Also, the total P&G's (fixed + time related) may not be more than 20% of the total contract value (including contingencies and VAT).**

Schedule of Quantities

The detailed schedule of quantities is presented in the next subsection. The outline below summarizes the main components of the required work to be priced.

Section	Description
1	Preliminary and General
2	Site Clearance
3	Sewer Pump Station (Rising Main Works)
4	Sewer Pump Station (Civil Works)
5	Sewer Pump Station (Mechanical & Electrical Works)
6	Cleaning and Finishing

Summary of Schedule of Quantities

The bidder should complete the cost summary table outlined below and the detailed schedule of quantities included in the following sub-section.

Section	Description	Amount N\$
1	Preliminary and General	
2	Site Clearance	
3	Sewer Pump Station (Rising Main Works)	
4	Sewer Pump Station (Civil & Structural Works)	
5	Sewer Pump Station (Electrical Works)	
6	Cleaning and Finishing	
	Nett Total of Tender	
	Add Contingencies 10% of Nett Total	
	Bid Amount	
	Allowance for VAT 15.0%	
	Total Bid Sum	

Detail Schedule of Quantities

Item Ref	Payment Refers	Bill description	Unit	Quantity	Rate	Amount
SECTION	1	PRELIMINARY AND GENERAL				
	SABS 1200 A	<u>SECTION 1 : PRELIMINARY AND GENERAL</u>				
1.1	8.3	FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Establish Facilities on the Site :				
	8.3.2.1	Facilities for Engineer				
1.1.2		c) Nameboards (2 No. ONE SIDED)	Sum	1		
	8.3.2.2	Facilities for Contractor				
1.1.3		Offices and storage sheds	Sum	1		
1.1.4		Living accommodation	Sum	1		
1.1.5		Ablution and latrine facilities	Sum	1		
1.1.6		Tools and equipment	Sum	1		
1.1.7		Water supplies, electric power and communications	Sum	1		
1.1.8		Dealing with water (Subclause 5.5)	Sum	1		
1.1.9		Access (Subclause 5.8)	Sum	1		
1.1.10	8.3.3	Other fixed-charge obligations	Sum	1		
1.1.11	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1		
1.2	8.4	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.2	b) Facilities for Contractor for duration of construction, except where otherwise stated				
1.2.2		Offices and storage sheds	Sum	1		
1.2.3		Living accommodation	Sum	1		
1.2.4		Ablution and latrine facilities	Sum	1		
1.2.5		Tools and equipment	Sum	1		
CARRIED FORWARD						

PART 2:
Section IV- Bidding Forms

W/ONB/OUTC-01/2026/27

BROUGHT FORWARD					
1.2.6		Water supplies, electric power and communications	Sum	1	
1.2.7		Dealing with water (Subclause 5.5)	Sum	1	
1.2.8		Access (Subclause 5.8)	Sum	1	
1.2.9	8.4.3	Supervision	Sum	1	
1.2.10	8.4.5	Other time-related obligations	Sum	1	
1.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER			
		(b) 1) For work done by the client or a non-nominated subcontractor.			
		Control Testing			
1.3.1		(a) Provisional allowance for acceptance testing by the Engineer Representative	Prov. Sum	1	50,000.00
1.3.2		"As Built" Drawings	Prov. Sum	1	5,000.00
		(b) 2) Overheads, charges and profit on (1) above			
1.3.3		Control tests (item 1.3.2)	%	50,000.00	
1.3.4		"As Built Drawings" (Item 1.3.3)	%	5,000.00	
1.4	8.8	TEMPORARY WORKS			
	8.8.4	Existing services			
1.4.1		Excavate by hand in soft material to expose existing services	m ³	50	
1.6	8.8	Temporary Works			
		Control Testing			
1.6.1	8.8.3	Protect existing structure/s until construction in vicinity complete	Sum	1	
TOTAL CARRIED TO SUMMARY					

Item Ref	Payment Refers	Bill description	Unit	Bill quantity	Rate	Amount
Section	2	SITE CLEARANCE				
	SANS 1200 C	SITE CLEARANCE				
2.1		<i>Water Reticulation</i>				
2.1.1	8.2.1	Clear pipeline routes that do not fall into road reserves to a width of 1,5m from center line and remove to spoil	m	3,900		
2.1.2	8.2.2	Clear trees of girth up to 2m, in roadways, cut trunks into lengths of 1.5m, remove trunk sections to stockpile and remove remaining material to designated spoil sites	No	10		
TOTAL CARRIED TO SUMMARY						

Item Ref	Payment Refers	Bill description	Unit	Quantity	Rate	Amount
SECTION 3	SANS 1200 C	SEWER PUMP STATION (RISING MAIN WORKS)				
3.1	SANS 1200 DB	<i>Excavation and Backfilling</i>				
	8.3.2	(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus/unsuitable material to approved dump site as instructed by the Engineer for:				
3.1.1		Pipes smaller and equal to 250 mm dia and depth exceeding 1,0m but not exceeding 1,5m	m	3,900		
		Pipes are smaller and equal to 250 mm dia and depth exceeding 1,5m but not exceeding 2 m	m			Rate only
	8.3.2 (b)	(b) Extra-over item (3.1.1) above for:				
3.1.2		i) Intermediate excavation	m ³	500		
3.1.3		ii) Hard rock excavation	m ³	300		
3.1.4	PSD 8.3.2 (d)	iii) Hand excavation in soft material to make connections to existing pipelines (provisional)	m ³	100		
3.2	8.3.3	<i>Excavation Ancillaries</i>				
	PDSB 8.3.3.1	Make up deficiency in backfill material for main fill in layers of 150mm to 93% Mod AASHTO DENSITY from:				
3.2.1		c) by importation from importation from designated borrow pit / commercial or off-site sources selected by Contractor	m ³	600		
	8.3.6	Finishing Reinstall Road surfaces complete with all courses				
3.2.2		(a) Gravel wearing course roads	m ³	120		
3.2.3		(b) Asphalt surfacing	m ²	50		
3.3	SABS 1200 LB	<i>Provision of Bedding (Rising Main Pipe)</i>				
		Construct Class C Bedding Cradle to 93% Mod AASHTO Density from:				
CARRIED FORWARD						

Item Ref	Payment Refers	Bill description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
		Available from other necessary excavations on site within 0,5 km :				
3.3.1	8.2.1	a) Selected granular material	m³	270		
3.3.2		b) Selected fill or bedding material from other excavations on site	m³	600		
		Imported from				
	8.2.2.3	c) Commercial sources (Provisional) on instruction				
3.3.3		1) Selected granular material	m³	270		
3.3.4		2) Selected fill material	m³	600		
3.4	1200 LD	Sewer Rising Main				
	8.2.1	uPVC pipes Class 9: Supply, handle, lay, and bed Class C Joints with couplings and test				
3.4.1		90 mm dia	m			Rate only
3.4.2		110 mm dia	m			Rate only
3.4.3		160 mm dia	m			Rate only
3.4.4		200 mm dia	m			Rate only
3.4.5		250 mm dia	m	3,900		
	SABS1200 L	SPECIALS AND FITTINGS				
	8.2.2	Extra-over 3.4.5 for the supplying, laying, testing and bedding of specials complete with couplings for:				
		Bends				
		200 mm dia				
3.4.6		11.25 deg	No			Rate only
3.4.7		22.5 deg	No			Rate only
3.4.8		45 deg	No			Rate only
3.4.9		90 deg	No			Rate only
CARRIED FORWARD						

Item Ref	Payment Refers	Bill description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
		250 mm dia				
3.4.10		11.25 deg	No			Rate only
3.4.11		22.5 deg	No	2		
3.4.12		45 deg	No	16		
3.4.13		90 deg	No	5		
		SG Iron Flange Adaptors				
3.4.14		75 mm dia	No			Rate only
3.4.15		90 mm dia	No			Rate only
3.4.16		110 mm dia	No			Rate only
3.4.17		160 mm dia	No			Rate only
3.4.18		200 mm dia	No			Rate only
3.4.19		250 mm dia	No	5		
	PSL 8.2.11	Anchor/Thrust Blocks (Grade 20/19) For:				
3.4.20		160mm dia. Fittings	No			Rate only
3.4.21		200mm dia. Fittings	No			Rate only
3.4.22		250mm dia. Fittings	No	23		
3.4.23	PSL 8.2.17	Pipe line route markers as per drawing	No.	23		
		<i>Sundries</i>				
3.4.24	SANS 1200LD	Construct 5m deep grid Manhole complete with step irons, excavation, backfilling and benching as per the drawings for depths;	No			Rate only
3.4.25	SANS 1200LD	Break into and connect Rising Main to existing Oxidation Pond/WWTP including 250mm dia sweeping Tee with non-return valve.	Sum	1		
TOTAL CARRIED TO SUMMARY						

Item Ref	Payment Refers	Bill description	Unit	Bill quantity	Rate	Amount
SECTION	4	SEWER PUMP STATION (CIVIL & STRUCTURAL WORKS)				
4.1		FENCING				
		Supply and erect 2,4m high razor wire fence complete as per the detail provided in the drawing including excavation				
4.1.1		Razor mesh security fencing 2400mm high vertically with 600mm long, 3000mm long with 600mm overhang cast into and including 300 x 300 x 750mm 20MPa concrete base at average 3m centers, six rows of galvanised straining wires and four rows of 2.5mm galvanised double strand reverse twist barbed wires tied to standards, posts and eye bolts, the 2400mm vertical height covered with 50mm galvanised diamond wire mesh fixed at 300mm centers to each straining wire	m	140		
		Extra over for Razor Coil to top of security fencing in lieu of four rows of barbed wire	m	140		
		GATES IN SECURITY FENCING				
		Supply, install Razor wire gate as per the typical detail				
4.1.2		Gate size 4000 x 2350mm high overall in two equal leaves with 600mm long 45° overhang with barbed wire and covered with 50mm galvanised diamond wire mesh as for fencing and with suitable eye-bolt hinges and 300mm long galvanised drop bolts fixed in position complete	No	1		
4.1.3		Gate size 1000 x 2350mm high overall with 600mm long 45° overhang with barbed wire and covered with 50mm galvanised diamond wire mesh as for fencing and with suitable eye-bolt hinges and 300mm long galvanised drop bolts fixed in position complete	No	1		
4.2		PUMP HOUSE				
4.3.1		Refurbish the Pump station as instructed by the Engineer	prov. Sum	1	250,000.00	250,000.00
CARRIED FORWARD						

Item Ref	Payment Refers	Bill description	Unit	Bill quantity	Rate	Amount
BROUGHT FORWARD						
4.2	SABS 1200 GA	<u>CONCRETE (STRUCTURAL)</u>				
	8.2	<i>Formwork</i>				
	8.2.1	<i>Rough vertical below ground:</i>				
4.2.1		Outside of walls	m ²			Rate Only
		<i>Rough narrow widths below ground: (up to 300 mm wide)</i>				
4.2.2		Slab edges	m			Rate Only
	8.2.2	<i>Smooth vertical plane to:</i>				
4.2.3		Walls	m ²			Rate Only
	8.2.2	<i>Smooth horizontal plane to:</i>				
4.2.4		Soffit of slabs	m ²			Rate Only
	8.2.5	<i>Smooth vertical narrow widths:</i>				
4.2.5		Slab edges	m			Rate Only
	8.2.5	<i>Smooth horizontal narrow widths: (up to 300 mm wide)</i>				
4.2.6		Chamfers 25 mm x 25 mm	m			Rate Only
	8.2.6 (d)	<i>Box out holes/form voids:</i>				
4.2.7		Small, circular, of diameter up to and including 0,35 m	No			Rate Only
4.2.8		Large, other than circular, over 0,1 m ² up and including 0,6 m ²	No			Rate Only
4.3	SABS 1200 GA	<u>REINFORCEMENT</u>				
4.3.1	8.3.1	Mild steel bars	t			Rate Only
4.3.2	8.3.1	High-tensile steel bars	t			Rate Only
4.3.3	8.3.2	a) Mesh reference no. 500 (floor slab)	m ²			Rate Only
4.4	SABS 1200 GA	<u>SCHEDULED CONCRETE ITEMS</u>				
4.4.1	8.4.2	Blinding layer in Class 15/19 mm concrete	m ³			Rate Only
4.4.2	8.4.3	Concrete Class 35/19mm	m ³			Rate Only
4.4.3	8.4.3	Benching in Class 15/19 mm concrete	m ³			Rate Only
4.4.4		Supply and install sleeves in concrete for all pipework, electrical and mechanical installations as per drawings	No			Rate Only
4.4.5		Anchor/Thrust Blocks for pump station pipework. (Provisional)	m ³			Rate Only
CARRIED FORWARD						

Item Ref	Payment Refers	Bill description	Unit	Bill quantity	Rate	Amount
BROUGHT FORWARD						
4.5	8.4.4	UNFORMED SURFACE FINISHES				
	8.4.4 (a)	Wood-floated finish:				
4.5.1		Slabs and floors	m ²			Rate Only
4.6	8.5	JOINTS				
		Supply and install joints to:				
4.6.1		a) Construction joints in wall and foundation slab with Penebar SW55 or similar approved waterbar	m			Rate Only
4.6.2		b) Seal at construction joints in wall with 300mm wide two coats SikaTop Seal 107 complete with one layer fibre glass mat #155 or similar approved	m			Rate Only
4.6.3		c) Expansion joint on curve at foundation slab with 10mm closed cell expand polyethylene and 200mm x 2mm SikaDur Combiflex flexible bandage or similar approved in corner complete with 30mm x 30mm plastic fillet	m			Rate Only
4.6.4		d) Contraction joints to floor with 150mm x 2mm SikaDur Combiflex flexible bandage or similar approved complete with whitewash bond breaker	m			Rate Only
4.7		SUNDRIES				
4.7.1		Paint the inside of the wet-sump with an approved poly-urthane epoxy. Walls and soffit of the wet sump slab only	m ²			Rate Only
4.7.2		Test sump for water tightness	Sum			Rate Only
TOTAL CARRIED TO SUMMARY						

Item Ref	Payment Refers	Bill description	Unit	Bill quantity	Rate	Amount
SECTION	5	SEWER PUMP STATION (ELECTRICAL WORKS)				
5.1		ELECTRICAL WORK				
		All rates to allow for supply, delivery, installation, commissioning & testing for a complete installation.				
5.1.1		100 W, LED Floodlight 6500K	No	1		
5.1.2		10 A DAY/NIGHT SWITCH	No	1		
5.1.3		16mm2X4C SWA/PVC CU cable-Red	m	85		
5.1.4		10mm2 BCEW	m	85		
5.1.5		2.5mm2 PVC CU cable Red	m	40		
5.1.6		2.5mm2 PVC CU cable Black	m	40		
5.1.7		1.5mm2 BCEW	m	40		
5.1.8		1.5mm2x 3 CORE CABTYRE	m	40		
5.1.9		10kA 3P+N SURGE PROTECTION DEVICE	No	1		
5.1.10		63A MCB 6kA, Curve C(CBI)	No	1		
5.1.11		40A MCB 6KA, CURVE C(CBI)	No	1		
5.1.12		20A MCB 3kA CBI	No	1		
5.1.13		Electrical fence complete with tek screw, Y standard insulator, warning sign clip, fence energizer, nylon spring & hook etc.	sum	1		
5.1.14		Allow for any electrical items that are not listed but which are shown on the drawings or implied in the PROJECT SPECIFICATIONS: A covering letter may be used to detail these items, or they may be listed below	Sum	1		
5.1.15		Small material: saddles, screws etc.	Sum	1		
5.2		TESTING, COMISSIONING & HANDOVER				
5.2.1		Testing & Commissioning	Sum	1		
5.2.2		Pump Operation, Maintenance & Spare Parts Manuals: Pump operation, maintenance and spare parts manual to be submitted in softcopy and printed neatly and binded in a file.	Sum	1		
5.2.3		Supervision During Maintenance Period: Total cost of two (2) visits during the twelve month's defect liability period including site visit reports	Sum	1		
TOTAL CARRIED TO SUMMARY						

Item Ref	Payment Refers	Bill description	Unit	Bill quantity	Rate	Amount
Section	6	CLEANING AND FINISHING				
6.1		Cleaning and finishing of site after completion of the work and the removal of all construction rubble and debris to approved spoil sites	Sum	1		
TOTAL CARRIED TO SUMMARY						

PART 2 – Employer's Requirements

Section V - Employer's Requirements

Table of Contents

1.	Project Scope of Work and Specifications.....	58
2.	Drawings	59
3.	Supplementary Information	60

1. Project Scope of Work and Specifications

1.2. Scope

These project specifications consist of two Portions.

PORTION 1 contains a general description of the Works, the site, the requirements to be met and the Standardised and Particular Specifications applicable to this contract.

PORTION 2 contains the variations and additions to the Standardised and Particular Specifications applicable to this contract and that are listed in portion 1.

1.3. Status

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

Should any requirement of any portion of the Project Specifications conflict with any requirement of the Standardized or Particular Specifications (listed in Portion 1 of the Project Specification), the requirement of the Project Specification shall prevail.

If there is any discrepancy between the project specifications and any part of the SANS 1200 standardised specifications, drawings or the schedule of quantities, the order of precedence shall be:

1. Letter of Acceptance
2. Special Conditions of Contract
3. General Conditions of Contract
4. Project Specification
5. SANS 1200
6. Drawings
7. Schedule of Quantities

The detail description of the required scope of work and project specifications are included under ***Appendix I*** of this Bid document. The contractor is required to liaise the project requirements under this section with the provided schedule of quantities and allow for all required works accordingly.

2. Drawings

*All the required drawings issued for tendering purposes are included under **Annexure-I** of this Bid Document. The drawings should be read in reference with the scope of work provided, project specifications, and schedule of quantities.*

The list of drawings included under **Annexure I** of this Bid Document are listed in the table below.

<u>DRAWING NO.</u>	<u>DRAWING TITLE</u>
CIVIL DRAWINGS	
GENERAL	
2510-CIV-GEN-00-001	COVER PAGE, LOCALITY MAP & LIST OF DRAWINGS
2510-CIV-GEN-00-002	LOCALITY PLAN
2510-CIV-GEN-00-003	NAMEBOARD DETAIL
SEWER:	
2510-CIV-SRM-01-100	SEWER PUMP STATION 1 LAYOUT
2510-CIV-SRM-01-101	SEWER PUMP STATION FENCE DETAIL
2510-CIV-SRM-01-102	SEWER RISING MAIN PIPELINES LOCALITY PLAN
2510-CIV-SRM-01-103	SEWER RISING MAIN LAYOUT PLAN
2510-CIV-SRM-01-110	SEWER TYPICAL DETAILS SHEET 1
2510-CIV-SRM-01-111	SEWER TYPICAL DETAILS SHEET 2
ELECTRICAL:	
2510-ELC-SPS-00-100	ELECTRICAL POWER LAYOUT

3. Supplementary Information

*The Namibian Advanced OH&S Act or Regulations Relating to the Health and Safety of Employees at Work as per Government Notice 156 in Government Gazette 1617 of 1 August 1997 (issued in terms of the Labour Act, 6 of 1992 which has since been repealed by the Labour Act, 11 of 2007), as amended from time to time is included under **Appendix-II** of this Bid Document.*

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this specification

PART 3 – Conditions of Contract and Contract Forms

Section VI - General Conditions of Contract

Table of Contents

A. General.....	64
1. Definitions.....	64
2. Interpretation.....	66
3. Language and Law	67
4. Project Manager’s Decisions	67
5. Delegation.....	67
6. Communications	67
7. Subcontracting	67
8. Other Contractors.....	67
9. Personnel and Equipment	67
10. Employer’s and Contractor’s Risks	67
11. Employer’s Risks	68
12. Contractor’s Risks.....	68
13. Insurance.....	68
14. Site Data.....	69
15. Contractor to Construct the Works	69
16. The Works to Be Completed by the Intended Completion Date	69
17. Approval by the Project Manager.....	69
18. Safety	70
19. Discoveries.....	70
20. Possession of the Site.....	70
21. Access to the Site	70
22. Instructions.....	70
23. Appointment of the Adjudicator	70
24. Procedure for Disputes.....	71
B. Time Control.....	71
25. Program.....	71
26. Extension of the Intended Completion Date	72
27. Acceleration	72
28. Delays Ordered by the Project Manager.....	72
29. Management Meetings.....	72
30. Early Warning.....	73
C. Quality Control	73
31. Identifying Defects.....	73
32. Tests	73
33. Correction of Defects.....	73
34. Uncorrected Defects.....	73
D. Cost Control.....	73
35. Contract Price.....	73
36. Changes in the Contract Price.....	74

37.	Variations	74
38.	Cash Flow Forecasts	75
39.	Payment Certificates	75
40.	Payments	76
41.	Compensation Events.....	76
42.	Tax	78
43.	Currencies	78
44.	Price Adjustment.....	78
45.	Retention.....	79
46.	Liquidated Damages	79
47.	Bonus	79
48.	Advance Payment	79
49.	Securities.....	80
50.	Dayworks	81
51.	Cost of Repairs.....	81
52.	Labour Clause	81
E. Finishing the Contract		82
53.	Completion.....	82
54.	Taking Over	82
55.	Final Account.....	83
56.	Operating and Maintenance Manuals	83
57.	Termination.....	83
58.	Fraud and Corruption.....	84
59.	Payment upon Termination.....	85
60.	Property.....	85
61.	Release from Performance	85

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

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

Site.

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

2. Interpretation

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

- (h) Bill of Quantities,⁷ and
 - (i) any other document **listed in the SCC** as forming part of the Contract.
- 3. **Language and Law** 3.1 The language of the Contract must be English and the law governing the Contract is the Law of Namibia.
- 4. **Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. **Delegation** 5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. **Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing to the addresses **specified in the SCC**. A notice shall be effective only when it is delivered.
- 7. **Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. **Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. **Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. **Employer's and** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this

⁷ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

Contractor's Risks	Contract states are Contractor's risks.
11. Employer's Risks	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none">(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<ul style="list-style-type: none">(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. <p>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</p> <ul style="list-style-type: none">(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	<p>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.</p>
13. Insurance	<p>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:</p> <ul style="list-style-type: none">(a) loss of or damage to the Works, Plant, and Materials;(b) loss of or damage to Equipment;(c) loss of or damage to property (except the Works, Plant,

Materials, and Equipment) in connection with the Contract;
and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of notification of award. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within thirty days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.
- 23. Appointment of the Adjudicator** 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Notification of award. If, in the notification of award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 15 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and

the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 30 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 15 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within thirty (30) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above thirty (30) days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and, in the place, specified **in the SCC**.

B. Time Control

25. Program

- 25.1 Within the time **stated in the SCC**, after the date of the Notification of award, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after

the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.

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

26. Extension of the Intended Completion Date

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

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

27. Acceleration

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

27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

28. Delays Ordered by the Project Manager

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management Meetings

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager

either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

- 30. Early Warning** 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 31. Identifying Defects** 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests** 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects** 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities

shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.

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

36. Changes in the Contract Price

- 36.1 In the case of an admeasurement contract:

- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37. Variations

- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's

costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

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

**38. Cash Flow
Forecasts**

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

**39. Payment
Certificates**

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the Project Manager.

39.4 The value of work executed shall comprise:

(a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

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

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

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

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

40. Payments

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

41. Compensation Events

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or

to carry out additional tests upon work, which is then found to have no Defects.

- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of award from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - (a) reason of any exceptionally adverse weather conditions (as specified in the BDS) and
 - (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

- 41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
- 42. Tax**
- 42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.
- 43. Currencies**
- 43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the SCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
- 44. Price Adjustment**
- 44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c I_{mc/Ioc}$$

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 coefficients⁸ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

⁸ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sums of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

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 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 equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but

the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

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

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Notification of award and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

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

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

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

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

(i) the Employer's Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.

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

(iii) the Employer's and Contractor's representatives shall consult each other to ensure that the Contractor's obligation towards local manpower employment is met during the Works execution.

(iv) At the time of works completion, the Contractor shall submit a certified audited report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.

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

50. Dayworks

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

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

50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

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

52. Labour Clause

52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade

concerned-

- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
- (ii) by arbitration awards; or
- (iii) by Remuneration Regulations made under the Labour Act, 2007.

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

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

- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Chief Executive Officer of the Public Body administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection *[GCC 41]*, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

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

E. Finishing the Contract

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

54. Taking Over 54.1 The Employer shall take over the Site and the Works within seven

days of the Project Manager's issuing a certificate of Completion.

- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) the Contractor has delayed the completion of the Works by

the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or

- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

58. Fraud and Corruption

58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].

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

58.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (a) deliberately destroying, falsifying, altering or

concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

59. Payment upon Termination

59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

59.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

60. Property

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

61. Release from Performance

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

Section VII. Special Conditions of Contract

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

A. General	
GCC 1.1 (r)	<p>The Employer is</p> <p><i>Outapi Town Council</i> <i>Procurement Management Unit</i> <i>P.O. Box 853, Outapi</i> <i>Tel: +264 65 251 511</i> <i>Tel: +264 083 376 4058</i> <i>Email: procurement@outapitc.org.na</i> <i>Outapi, Namibia</i></p>
GCC 1.1 (o)	<p>The Defect liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the date on which each respective portion of the works was completed and approved for payment.</p>
GCC 1.1 (v)	<p>The Intended Completion Date for the whole of the works shall be <i>150 days after project site hand over.</i></p>
GCC 1.1 (y)	<p>Throughout this Bidding Document:</p> <ul style="list-style-type: none"> • The term ‘Project Manager’ means ‘Supervisor’ and vice versa. • The Project Manager Representative means ‘Supervisor Representative’ and vice versa <p>The Project Manager is: <i>Mr. Nghifikepunye Kandjengo (Shield Force Consulting Engineers cc)</i></p>
GCC 1.1 (aa)	<p>The Site is located at <i>Outapi Proper, in Outapi, Omusati Region</i>, Namibia and is defined in the locality layout drawing.</p>
GCC 1.1 (dd)	<p>“The Start Date shall be <i>within 14 days after the project award and signature of the contract agreement to take place at location to be notified by the Employer.</i></p>
GCC 1.1 (hh)	<p>The Works consist of construction of municipal service (Sewer Rising Main).</p> <p>The major elements comprising this contract are as follows:</p> <ul style="list-style-type: none"> • Site Establishment; • Survey and setting out of works; • Clear and grubbing; • Construction of Sewer Rising Main • Connection of rising main to existing sewer Oxidation Pond or wastewater treatment works; • Construction of Fences; • Testing of materials; • Removal of camp establishment and finishing off site after

	<p>completion; and</p> <ul style="list-style-type: none"> • Maintenance of the works and all other requirements of the Contractor's defects liability.
GCC 2.2	Sectional Completions are: <i>Sectional completions will be determined at a later construction stage in consultation with the project manager and considering availability of fund and progress on site.</i>
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> • Relevant and mentioned standard regulations to be obtained by the Contractor's at his own cost. • Bid drawings are attached with this bid document. • The bid documents and any signed contract.
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 6.1	<p>Delivery address for notices is:</p> <p>Employer:</p> <p><i>Outapi Town Council Procurement Management Unit P.O. Box 853, Outapi Tel: +264 65 251 511 Tel: +264 083 376 4058 Email: procurement@outapitc.org.na</i></p> <p><i>Outapi, Namibia</i></p> <p>The Project Manager: Mr. <i>Nghifikepunye Kandjengo</i></p> <p>For the Contractor:</p> <p>The address shall be as given on the first page of the Letter of Acceptance.</p>
GCC 8.1	Schedule of other contractors: Not Applicable
GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer, and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: Contract Amount + 20% or full amount of the work including removal of debris, professional fee etc.</p> <p>(b) for loss or damage to Equipment: Replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: N\$ 1 000 000 or an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works.</p> <p>(d) for personal injury or death:</p>

	<p>(i) of the Contractor’s employees: <i>N\$ 1000 000.00/Claim without limitation to the number of occurrences, or the Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works.</i></p> <p>(ii) of other people: <i>N\$ 1000 000.00/Claim without limitation to the number of occurrences or this cover shall be for an adequate amount for Third Party extended to the Employer and its representatives.</i></p> <p>(e) for loss or damage to materials on-site and for which payment has been included in the Interim Payment Certificate, where applicable: <i>applicable insurance will be requested.</i></p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
GCC 14.1	Site Data are: <i>Referenced in Section V, Portion 1: The Works.</i>
GCC 20.1	The Site Possession Date(s) shall be <i>within 14 days after the project award and signature of the contract agreement to take place at location to be notified by the employer.</i> Same date as the ‘Start Date’ defined in SCC 1.1 (dd).
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>No Adjudicator shall be appointed for this Contract.</i> However, if the need arises to appoint an Adjudicator, the Appointing Authority for the Adjudicator shall be the Engineering Professions Association (EPA) who shall appoint and manage an Adjudicator on the National Adjudicator’s List.
GCC 24.	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p><i>The Professional Arbitration and Mediation Association of Namibia (PAMAN)</i></p> <p>“commence arbitration, as hereinafter provided, as to the matter in</p>

	<p>dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p><i>or</i></p> <p>“the competent courts of Namibia”</p>
GCC 24.3	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: As per the National Adjudicator List (NAL).</p>
GCC 24.4	<p><i>For large contracts with domestic contractor or for contract with foreign contractor:</i></p> <p>Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</p> <p><i>Not Applicable</i></p>
B. Time Control	
GCC 25.1	<p>The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Notification of award.</p>
GCC 25.3	<p>The period between Program updates is: Not applicable. The Project Manager may request an interim programme to be submitted by the Contractor as required.</p> <p>The amount to be withheld for late submission of an updated Program is N\$15 000.00 per incidence.</p> <p>The Program of Works to be prepared and submitted to the Project Manager (or its personnel) shall be preceded by a detailed discussion and shall in general be based on the indicative program, if any.</p> <p>The Contractor shall agree with the Project Manager (or representative) on a monthly date for an official contract progress meeting at the Contractor’s Site Office. Discussions on all contract matter shall be minuted. The Contract Manager of the Contractor shall attend these meeting at least on a quarterly basis.</p> <p>Program updates shall be required.</p>
SCC 26.1	<p>In addition to GCC 26.1 the following shall apply:</p> <p>The Contract Completion Date may only be extended by the number of days of approved extension of time (EOT) due to inclement weather or due to an increase in workload as instructed in writing by the Project Manager. Such approved (EOT) may be dealt with in terms of SCC41 (1) (a).</p> <p>The Contractor shall make provision in his bid and program, for an expected annual delay of “n” non-production days caused by the effects of rain. Where the agreed delays due to the effects of rain exceed the value of “n”, the Contractor shall be granted extension of time for the additional delay.</p>

	<p>The number of days lost due to inclement weather (such as rain) and the subsequent payment for standing time (for affected activities only, reduced by verifiable cost incurred, e.g., fuel, etc.) should be based on the current monthly program approved by the Project Manager.</p> <p>The Contractor shall take the following values of “n” to be as shown in the project scope of works.</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days (12 months).
D. Cost Control	
GCC 39.7	<p>Interim Payment certificate for Material on site is applicable:</p> <p>Interim Payment for material delivered to site, safeguarded, and intended for but not yet incorporated into the works:</p> <p>In cases where large quantities of material are to be purchased and built into the Works and where such material are properly safeguarded, the Project Manager may on written request and on submission by the Contractor of proof of payment for Material on Site. The said payment will be ducted from monies due the Contractor after the material have been built into the Works.</p>
GCC 41.1 (l)	<i>Claims for extension of the completion date as a result of Adverse Weather Conditions, will have to be supported by certified data by the Namibia Meteorological Service as proof that the weather conditions differ vastly from the average.</i>
GCC 43.1	The currency of the Employer’s country is <i>Namibian Dollars</i> .
GCC 44.1	<p>The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients <i>does not</i> apply.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency [N/A]:</p> <p>(i) [N/A] percent nonadjustable element (coefficient A).</p> <p>(ii) [N/A] percent adjustable element (coefficient B).</p> <p>(b) For currency [N/A]:</p> <p>(i) [N/A] percent nonadjustable element (coefficient A).</p> <p>(ii) [N/A] percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be [N/A].</p> <p>The Index I for the specified international currency shall be [N/A].</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p>

	<p>The <u>Index I</u> for currencies other than the local currency and the specified international currency shall be <i>[N/A]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
GCC 45.1	The proportion of payments retained is <i>10 % from each interim payment certificate and a maximum of 5% of the original contract amount</i> . 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.
GCC 46.1	<p>The liquidated damages for the whole of the Works are <i>N\$5000.00 calendar days</i>.</p> <p>The maximum number of liquidated damages for the whole of the Works is <i>10% max of the contract amount</i>.</p>
GCC 47.1	<i>The Contractor shall not receive a Bonus.</i>
GCC 48.1	<i>The Contractor shall not receive Advance Payments.</i>
GCC 49.1	<p>The Performance Security amount is <i>10% of the Contract Amount</i>.</p> <p>(a) Bank Guarantee: <i>10% of the Contract Amount</i>.</p>
E. Finishing the Contract	
GCC 55.1	<p>The date by which operating and maintenance manuals are required is <i>seven (7) days from the commencement of the Defects Liability Period</i>.</p> <p>The date by which “as built” drawings are required is <i>fourteen (14) days after the issuing of the practical completion / from the commencement of the Defects Liability Period</i>.</p>
GCC 55.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>N\$ 50 000.00</i> .
GCC 56.1	Operating and maintenance manuals should be supplied to the employer by the contractor no later than: <i>seven (7) days from the commencement of the Defects Liability Period</i> .
GCC 56.1	Amount to be withheld should the maintenance and operation manuals not be provided is <i>N\$ 20 000.00</i> .
GCC 57.2 (g)	The maximum number of days is <i>60 days</i> .
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 <i>10%</i> .

Section VIII - Contract Forms

[This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.]

Table of Forms

Contract Agreement93

Performance Security (Bank Guarantee)95

Invitation for Bids (IFB).....96

Contract Agreement

THIS AGREEMENT made on theday 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

Signed by: _____
for and on behalf the Contractor

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

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

APPENDIX TO CONTRACT

Performance Security (Bank Guarantee)

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

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

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

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

Beneficiary: *[insert complete name of Purchaser]*

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

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called "the Contract").

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)⁹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹⁰ and any demand for payment under it must be received by us at this office on or before that date.

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

.....

⁹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

¹⁰ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Invitation for Bids (IFB)

OUTAPI TOWN COUNCIL



CONSTRUCTION OF MUNICIPAL SERVICES (SEWER RISING MAIN) FOR OUTAPI PROPER

W/ONB/OUTC-01/2026/27

1. Bids are invited through Open National Bidding (ONB) procedures for *construction of municipal services (sewer and water reticulation) for part of Outapi Extension 12 (Phase-1) in Outapi Town.*
2. Interested eligible bidders may obtain further information from the Secretary of Outapi Town Council Procurement Management Unit, **Ms. H Amunyela**, Email: procurement@outapitc.org.na and inspect the Bidding Documents at the address given below:

Outapi Town Council
Outapi, Omusati Region, Namibia
From 8:00 to 13:00 and 14:00 to 16:30

3. Qualification's requirements include Reputable Civil Engineering Contractors Registered in Namibia. The Contractor shall meet the minimum qualification criteria as per ITB 6.3. Additional details are provided in the Bidding Documents.
4. A complete set of Bidding Documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee N\$ 300.00. The method of payment will be Cash and the Bidding Documents will be collected from the following address

Outapi Town Council
Outapi, Namibia
11th of September 2026; 8:00 to 13:00 and 14:00 to 16:30

5. Bids must be delivered to Outapi Town Council Tender Box at or before *Friday, 9th of October 2026 @ 11h00*, electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at Outapi Town Council Office on *Friday, 9th of October 2026 @ 11h30a.m.*
6. The address referred to above is:

The Secretary
Procurement Management Unit
P.O. Box 853, Outapi
Tel: +264 65 251 511
Tel: +264 083 376 4058

Email: procurement@outapitc.org.na
Outapi, Namibia

PART 4 – Additions to the Standard Bid Document

Appendix-I: Scope of Work & Specifications

Appendix-II: Health & Safety Specifications

Annexure-I: Project Drawings Issued for Bid