



BID DOCUMENT
Issued on: 08 October 2026
for

**Stage one of a two-stage bidding process for
Construction Works of an Agro Processing Plant –
Katima Mulilo Campus**

PROCUREMENT REFERENCE NO: W/ONB/UNAM-03/2026

Cost: Free

BIDDER'S NAME	
POSTAL ADDRESS	
CONTACT DETAILS	CELL/TEL PHONE:
	EMAIL:
CONTACT PERSON	

DUE DATE: 22 October 2026 AT 15H00 (Namibian Time)

University of Namibia, P/Bag 13301, Mandume Ndemufayo Street, Pionierspark,

Standard Bidding Document

Table of Contents

PART 1 – Bidding Procedures.....	1
Section 1 - Instructions to Bidders.....	2
Section III - Evaluation Criteria.....	21
Section IV - Bidding Forms	1
PART 2 – Employer’s Requirements.....	Error! Bookmark not defined.
Section V - Employer’s Requirements.....	Error! Bookmark not defined.
Section VII. Special Conditions of Contract.....	36

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

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|---|--|
| <p>1. Scope of Bid</p> | <p>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).</p> <p>The name and identification number of the Contract are provided in the BDS and the SCC.</p> <p>1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period specified in the BDS.</p> <p>1.3 Throughout these bidding documents, the terms:</p> <ul style="list-style-type: none"> (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 |
| <p>2. Source of Fund</p> | <p>2.1 The Works shall be financed by the Public Entity’s own budgetary allocation, unless otherwise stated in the BDS.</p> |
| <p>3. Public Entities Related to Bidding Documents & to application for review</p> | <p>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.)</p> <p style="margin-left: 40px;">The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia</p> |
| <p>4. Fraud and Corruption</p> | <p>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.</p> |

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

- 4.2 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

For the purposes of this Sub-Clause:

- (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 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 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.

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| 8. Clarification of Bidding Document | <p>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.</p> <p>The Employer will respond in writing to any request for clarification, provided that such a request is received 14 days prior to the deadline for submission of bids.</p> <p>Should the Employer deem it necessary to amend the Bidding Document because of a request for clarification, it shall do so following the procedure under ITB 10.</p> |
| 9. Site visit/Pre-bid meeting | <p>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 the information that may be necessary for preparing their Bids and entering a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.</p> <p>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.</p> <p>Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.</p> |
| 10. Amendment of Bidding Document | <p>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.</p> |

C. Preparation of Bids

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| 11. Cost of Bidding | <p>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.</p> |
| 12. Language of Bid | <p>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.</p> |
| 13. Documents Comprising the Bid | <p>13.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (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 company Registration Certificate.
2. have an original valid good Standing Tax Certificate.
3. have an original valid good Standing Social Security Certificate.
4. have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
5. have a certificate indicating SME Status (for Bids reserved for SMEs);
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 with 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.

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| 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> <p>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</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."

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 Suring Declaration contained as Appendix to the Bid Submission Form.

⁵ In lump sum contracts, delete "rates, prices, and."

21. Format and Signing of Bid

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

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

D. Submission and Opening of Bids**22. Sealing and Marking of Bids**

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

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

22.2 The inner and outer envelopes shall:

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal, Substitution, and Modification of

25.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder

Bids 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 a 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 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 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 the University of Namibia</p> <p>Bid description: Stage one of a two-stage bidding process for Construction Works of an Agro Processing Plant – Katima Mulilo Campus</p>
ITB 1.2	The project is intended to be completed in four (4) months, approximately 120 calendar days (excluding builders' holiday)
ITB 2.1	The Funding Agency is the University of Namibia
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 the World Bank is available at http://www.worldbank.org/debarr</p>
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: No modification to the requirements under ITB 6.2 on page 7
ITB 6.3 (a)	The bidder must submit signed-off financial statements for the past three years [The financial statements must be signed off by both the director(s) and Accountant]? The contractor should have a minimum average turnover of N\$60 million for the past 3 years.
ITB 6.3 (b)	<p>The Contractor must have successfully completed at least three (3) similar construction projects within the last ten (10) years. Similarity will be assessed based on the nature, complexity, value, and construction methodology of the works. Of the projects submitted as evidence, at least two (2) must each have had a contract value of not less than N\$100 million, and at least one (1) project must have had a contract value of N\$40 million or more and been successfully completed within a period of six (6) months, demonstrating the Contractor's ability to deliver projects within accelerated implementation timelines (confirmation letter to be provided from respective clients on projects completed in record time, minimum N\$ 40 million building/structure projects completed in 6 months).</p> <p>Similar projects are expected to be related to complex building infrastructure completed with incorporated HVAC, cold-rooms, electronic systems, UPS, fire protection, earth and lighting protection, etc.</p> <p>Similar construction projects: e.g. Laboratories, service or fire stations, biosafety level 2 facilities, engineering workshops, , research institutions, business/retail complex/malls, large office buildings, assembly factories,</p>

	processing/industrial plants, large institutional development.
ITB 6.3 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be: (The bidders is required to provide proof of ownership or lease of the specified equipment before the contract is signed and the site is handed over)</p> <ul style="list-style-type: none"> a) 1 x Bulldozer, b) 1 x excavator, c) 1 x grader d) 2 x Concrete Vibrator e) 1 x drum roller compactor/plate compactor f) 1 x 5ton crane g) 2 x 1500 Liter Concrete Mixer h) 8 x Wheelbarrows i) 10 x Spades j) 2 x GWS 22-230H Grinders k) Any other equipment which may be required to undertake the works
ITB 6.3 (d)	<p>The key personnel experience should be as specified below:</p> <p>Contracts Manager – 5 years’ experience (and relevant engineering or project management qualification)</p> <p>Site Agent – 5 years’ experience (and relevant engineering qualification)</p>
ITB 6.3 (e)	<p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the bidder shall be N\$12million (this is approximately 40% of the estimated construction cost).</p> <p>The <u>ONLY</u> acceptable forms of proof include any one or more of the following, not older than three (3) months from the bid submission deadline:</p> <ul style="list-style-type: none"> • An original stamped bank statement confirming the availability of the required liquid funds; <p>OR</p> <ul style="list-style-type: none"> • A Bank Confirmation of Availability of Credit/Overdraft Facility form, duly completed, signed, and bearing the original official bank stamp [the template is found in the latter parts of this bid document]; NB!! Bidders opting not to use the template provided must ensure that the content on their bank letter is exactly the same as that contained in the template issued by the University. <p>OR</p> <ul style="list-style-type: none"> • A letter from a duly registered credit or finance provider confirming that it has formally accepted and approved, in principle, to enter into a cession agreement with the bidder, conditional upon the bidder being awarded the tender. The letter must expressly reference this procurement activity, including the tender reference number, the bid name

	and/or description and the bidder's total bid price.
B. Bidding Documents	
ITB 8.1	<p>The Public Entity's address for clarification is:</p> <p>Attention: Mrs. Desdelia Munsu Email: tenders@unam.na / dmunsu@unam.na</p> <p>Deadline for seeking clarification: 15 October 2026 at 16h30</p>
ITB 9.2	No site meeting will be scheduled; however, bidders are encouraged to visit the site at their own risk and cost.
C. Preparation of Bids	
ITB 13.1(e)	No additional documents will be required to be completed and submitted by the Bidders.
ITB 17.1	This clause is not applicable at this stage
ITB 17.2	Interim Payment for Plant and Material on site is applicable. 80% (maximum) advance on material cost (confirmed by supporting documentation) for Materials delivered to the Site and intended for but not yet in the Works.
ITB 19.1	The Bid shall be valid for 180 days after the deadline set for the submission of the bid, the deadline being counted as day one of the validity periods
ITB 20.1	The bid shall include a subscription to a Bid Securing Declaration
D. Submission and Opening of Bids	
ITB 21.1	In addition to the original of the bid, the number of copies is: 1 soft copy on a USB stick, all documentation should be saved in PDF format
ITB 23.1	The deadline for submission of bids shall be 21 October 2026 @ 15h00
ITB 23.1	<p>The Employer's address for the purpose of Bid submission is:</p> <p>Deposit in the Tender Box and ensure to complete the bid submission register book by the Security</p> <p>UNAM Main Campus</p> <p>340 Mandume Ndemufayo Avenue</p> <p>Administration Building, Ground Floor, Windhoek</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>UNAM Main Campus</p>

	340 Mandume Ndemufayo Avenue Administration Building, Ground Floor Date: 21 October 2026, Time: 15h00
E. Evaluation and Comparison of Bids	
ITB 32.1	The University of Namibia will apply a margin of preference during the second stage of bidding as financial offers will not be considered at this stage.
F. Award of Contract	
ITB 40.1	Performance security of 10% of the contract price inclusive of provisional and contingencies sum, and VAT is required for this procurement. The Bank Guarantee shall be issued by a Commercial Bank operating in Namibia, accredited or recognized by the Bank of Namibia, and shall be unconditional on demand.
ITB 41.1	No advanced payment is applicable to this procurement
ITB 42.1	Interim Payment for Plant and Material on site is applicable. 80% (maximum) advance on material cost (confirmed by supporting documentation) for Materials delivered to the Site and intended for but not yet in the Works. Alternatively, provide proof of payment from the Supplier / Service Provider.

Section III - Evaluation Criteria

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

1. ELIGIBILITY EVALUATION

No	Mandatory Requirements	Yes	No
1.1	Is the Bidder under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter?		
1.2	Does the bidder appear on any of the development bank ineligibility lists (African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group)?		

Bidders who appear on any of the ineligibility lists will be deemed non-responsive, therefore disqualified, and excluded from further evaluation and comparison.

2. PRELIMINARY/ADMINISTRATIVE REQUIREMENT

No.	Administrative Requirements	Yes	No
2.1	Is the Bid written in the English language?		
2.2	Are all the respective pages of the bid document where entries or amendments have been made initialed or signed by the person or persons signing the Bid?		
2.3	Offered period of validity of the bid is in line with the period stipulated in ITB 19.1 of the Bidding Data Sheet?		
2.4	Has the authorized representative of the bidder signed and returned the Bid Submission Form as per (Section IV bidding forms)?		
2.5	Has the bidder signed the Bid Securing Declaration?		

Bidders that do not comply with the stipulated requirements will be deemed non-responsive, therefore disqualified, and excluded from further evaluation and comparison.

3. MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

No	Mandatory Requirements	Yes	No
3.1	<p>Has the Bidder provided a valid original or valid certified copy of an original Good Standing Tax Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)),</p> <p>In the case of Joint Ventures (JV), each JV partner must comply with the above.</p> <p><i>All documents must be valid on the day of bid invitation.</i></p>		
3.2	<p>Has the Bidder provided a valid Good Standing Social Security Certificate.</p> <p>In the case of Joint Ventures (JV), each JV partner must comply with the above.</p> <p><i>All documents must be valid on the day of bid invitation.</i></p>		
3.3	<p>Has the Bidder provided a valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of Affirmative Action Compliance Certificate or 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;</p> <p>In the case of Joint Ventures (JV), each JV partner must comply with the above.</p> <p><i>All documents must be valid on the day of bid invitation.</i></p>		
3.4	<p>Has the Bidder provided a written undertaking in compliance with Section 138 (2) of the Labour Act, 2007 and Section 50 (2)(D) of the Public Procurement Act, 2015?</p> <p>In the case of Joint Ventures (JV), each JV partner must comply with the above.</p>		
3.5	<p>Has the Bidder provided a certified copy of company registration documents, including certified copies of all company owners' National identification documents?</p> <p>In the case of Joint Ventures (JV), each JV partner must comply with the above</p>		
3.7	<p>Has the Bidder provided written special power of attorney to initial and sign the standard bidding document for the purposes of the procurement process? (Not Applicable companies owned by</p>		

No	Mandatory Requirements	Yes	No
	one person, provided that the said person is the one signing the bid.)		
3.8	<p>In the case of JV, Bidder has submitted the following additional documentation:</p> <p>a) Duly signed joint venture agreement outlining the following:</p> <p>(i) Roles and Responsibilities of each party. The Roles and Responsibilities of each party shall not be altered at any point without the written consent of the employer</p> <p>(ii) That there will be a JV's bank account</p> <p>(iii) Percentages of partners in the JV and</p> <p>(iv) That the partners are jointly and severally liable</p> <p>b) Power of attorney for the signatory of the joint venture</p> <p>In the case of intended Joint Ventures (JV) have the bidders submitted a dully signed letter of intent by all parties to the JV outlining the above requirements in (i) to (iv)</p> <p>(Existing JVs shall comply with the above requirements as well)</p>		

Only originals or valid certified copies of original documents as certified by the commissioner of oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) will be accepted. No colour photocopies are allowed. At this stage, if a bidder is non-responsive to any of the qualification requirements above, their bid will be considered non-responsive. Non-responsive submissions will be disqualified from the entire evaluation process and will not be considered further.

4. QUALIFICATION REQUIREMENTS

No	Mandatory Requirements	Yes	No
4.1	<p>Has the bidder submitted signed-off financial statements for the past three years [The financial statements must be signed off by both the director(s) and Accountant]? The contractor should have a minimum average turnover of 60 million for the past 3 years.</p> <p>(In the case of Joint Ventures (JV), one of the JV partners must comply with the above)</p>		
4.2	<p>Has the Bidder submitted proof of liquid assets or credit facilities to the value of not less than N\$12million (this is 40% of the estimated project value)?</p> <p>The ONLY acceptable forms of proof include any one or more of the</p>		

No	Mandatory Requirements	Yes	No
	<p>following, not older than three (3) months from the bid submission deadline:</p> <ul style="list-style-type: none"> • An original stamped bank statement confirming the availability of the required liquid funds; <p>OR</p> <ul style="list-style-type: none"> • A Bank Confirmation of Availability of Credit/Overdraft Facility form, duly completed, signed, and bearing the original official bank stamp <i>[the template is found in the latter parts of this bid document]</i>; NB!! Bidders opting not to use the template provided must ensure that the content on their bank letter is exactly the same as that contained in the template issued by the University. <p>OR</p> <ul style="list-style-type: none"> • A letter from a duly registered credit or finance provider confirming that it has formally accepted and approved, in principle, to enter into a cession agreement with the bidder, conditional upon the bidder being awarded the tender. The letter must expressly reference this procurement activity, including the tender reference number, the bid name and/or description and the bidder's total bid price. <p>(In the case of Joint Ventures (JV), one of the JV partner must comply with the above)</p>		
4.3	<p>Has the bidder submitted practical completion certificates for similar projects? (The Contractor must have successfully completed at least three (3) similar construction projects within the last ten (10) years. Similarity will be assessed based on the nature, complexity, value, and construction methodology of the works. Of the projects submitted as evidence:</p> <ul style="list-style-type: none"> a) At least two (2) must each have had a contract value of not less than N\$100 million, b) and at least one (1) project must have had a contract value of N\$40 million or more and been successfully completed within a period of six (6) months, demonstrating the Contractor's ability to deliver projects within accelerated implementation timelines <p>Note:</p> <p>In the case of Joint Ventures (JV). The following conditions need to be met to ensure that each JV partner has adequate construction experience and technical capability to undertake the works.</p> <p>Each JV partner must submit their individual practical completion certificates to collectively fulfill the requirement of three (3) certificates for similar projects completed as a group.</p> <p><u>For instance</u>, one JV partner could provide two certificates, and another JV partner could provide one, thereby meeting the minimum requirement of three (3)</p>		

No	Mandatory Requirements	Yes	No
	practical completion certificates.		

At this stage, if a bidder is non-responsive to any of the qualification requirements above, their bid will be considered non-responsive. Non-responsive submissions will be disqualified from the entire evaluation process and will not be considered further.

5. SUB-CONTRACTORS TECHNICAL EVALUATION

The bidders should submit documentary evidence of experience for each specialist installation. Please note that each proposed sub-contractor for specialist installation needs to score a minimum of 70% for them to be considered responsive.

Specialist installation where documentary evidence is required.

- **Electrical Installation (EE)**
- **Local Area Network Installation (EN)**
- **Electronic Systems Installation (ES)**
- **HVAC and Refrigeration Installation (HVAC)**

Technical Evaluation (100)						
			EE	EN	ES	HVAC
Experience in similar specialist installations (Kindly provide certificates of practical completion as documentary evidence)	5 certificates of practical completion	60				
	4 certificates of practical completion	50				
	3 certificates of practical completion	40				
	2 certificates of practical completion	30				
	No evidence submitted	0				
Qualification of the proposed installer (Kindly attach certified copies of the qualification, the qualification must be in line with the services required)	Diploma or higher	40				
	Relevant Trade Certificate	30				
	No Qualification provided	0				
All specialist installers are required to pass meet the required 70% for the main contractor to be evaluated technically.						

6. MAIN CONTRACTORS TECHNICAL EVALUATION

Technical Evaluation (100)					
Experience in constructing similar projects [Years of experience]. (Kindly provide certificates of practical completion as documentary evidence, the years of experience will be counted from the completion dates of the projects submitted)		5 Years +	20	20	
		4 Years	15		
		3 Years	10		
		2 Years	5		
		Less than 2 years	0		
Experience in constructing similar projects [Number of similar projects]. (Kindly provide certificates of practical completion as documentary evidence)		5+ projects	20	20	
		4 projects	15		
		3 projects	10		
		Less than 3 projects	0		
Contract Manager (Kindly attach a CV and certified copies of your qualification)	Experience	6+ Years	10	10	
		5 Years	5		
		Less than 5 Years	0		
	Qualification	Diploma or higher	10	10	
		Relevant Trade certificate	5		
		No Qualification	0		
Site Agent (Kindly attach a CV and certified copies of your qualification)	Experience	6+ Years	10	10	
		5 Years	5		
		Less than 5 Years	0		
	Qualification	Diploma or higher	10	10	
		Relevant Trade certificate	5		
		No Qualification	0		
Occupational Health and Safety Officer (Kindly attach a CV and certified copies of the relevant qualification)	Experience	6+ Years	10	10	
		5 Years	5		
		Less than 5 Years	0		
	Qualification	Bachelor’s Degree	10	10	
		Diploma	5		
		Certificate	3.5		
		Less than a Certificate	0		
Total Score					
To qualify for invitation to participate in Stage Two of this bidding process, a bidder must achieve a minimum score of eighty percent (80%) in the technical evaluation. Only bidders attaining the minimum qualifying score of 80% or higher shall be shortlisted and invited to proceed to the next stage of the procurement process.					

7. FINANCIAL EVALUATION

The procurement process for the construction works of an Agro Processing Plant at Katima Mulilo Campus shall be conducted through a two-stage bidding process. The first stage will focus exclusively on the assessment of bidders' technical capacity, experience, qualifications, methodology, and overall responsiveness to the requirements set out in this document. No financial proposals or pricing information shall be submitted or evaluated during this stage.

Bidders will be evaluated against the technical criteria specified in the Evaluation Section of this bid document and must attain a minimum score of eighty percent (80%) to qualify for the next stage of the procurement process. Only bidders meeting or exceeding the minimum qualifying score shall be shortlisted and invited to participate in the second stage.

The second stage will involve the issuance of the Bill of Quantities (BOQ) and any other detailed pricing schedules to the shortlisted bidders. At that stage, bidders will be required to complete and submit their financial proposals in accordance with the instructions provided by the Employer. The final evaluation and selection of the successful bidder(s) will be based on the criteria and methodology applicable to the second stage of the bidding process.

The Employer reserves the right to invite only those bidders who have successfully satisfied the minimum technical requirements and achieved the prescribed qualifying score during the first stage.

Section IV - Bidding Forms

Table of Forms

Bid Submission Form.....	2
Qualification Information	9
Bill of Quantities.....	Error! Bookmark not defined.

Bid Submission Form

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

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

Date: _____

Bidder's Reference No.: _____

Procurement Reference No.:.....

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations for 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:

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

_____;
- (e) Our bid shall be valid for a period of _____ *[insert validity period as specified in ITB 19.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (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 with the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain 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

⁶ Use one of the two options as appropriate.

- (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 _____

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

Date:

Procurement Ref No.:

To:

Address: UNAM Main Campus

340 Mandume Ndemufayo Avenue

Email: tenders@unam.na

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

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

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

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

Signed:

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

Capacity of:

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

Name:

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

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

Dated on _____ day of _____, _____

[insert date of signing]

Corporate Seal (where appropriate)

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



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 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[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

POWER OF ATTORNEY FORM

To: University of Namibia
340, Mandume Ndemufayo Street
Windhoek
Namibia

RE: PROCUREMENT NO. W/ONB/UNAM-03/2026

Board Resolution No.

Resolution Date:

I,[insert full name], owner/chairperson of
the board of[insert full
name of company]

hereby resolves that[insert full name] in
his/her capacity as.....[insert job title] is fully
authorized and empowered to sign all bidding documents and any other documents with regards to
procurement number: **W/ONB/UNAM-03/2026** of the University of Namibia on behalf of
.....[insert full name of
company]

Chairperson:

Signature:

Date:

Director 1:

Signature:

Date:

Director 2:

Signature:

Date:

Director 3:

Signature:

Date:

Company Seal

BANK CONFIRMATION OF AVAILABILITY OF CREDIT / OVERDRAFT FACILITY FORM

[to be completed by a commercial bank]

Date: _____

To Whom It May Concern,

This letter serves to confirm that _____ *[Name of the Bidder/Company]*, with whom we maintain a banking relationship, is pre-approved for a credit / overdraft facility in the minimum qualifying amount of:

Qualifying Amount (Figures): N\$ _____

Qualifying Amount (Words): _____

The above-mentioned facility constitutes liquid financial resources available to the bidder and is specifically allocated for purposes related to the bidder's participation in the procurement activity bid referenced herein. Subject to the Bank's standard terms and conditions, these funds may be utilized to meet contractual and operational financial requirements arising directly from this bid.

This confirmation is issued at the request of the bidder solely for the purposes of this procurement activity and for bid/tender evaluation. It does not constitute a guarantee, undertaking, or irrevocable commitment by the Bank beyond the stated pre-approved facility amount.

Procurement Reference Number: **W/ONB/UNAM-03/2026**

Procurement Description: **Stage one of a two-stage bidding process for Construction Works of an Agro-Food Processing Plant – Katima Mulilo Campus**

Bank Representative:

Full Name: _____

Position / Designation: _____

Bank Name: _____

Branch: _____

Contact Number: _____

Email Address: _____

Signature: _____ Official Bank Stamp (ORIGINAL): _____

IMPORTANT!!!: This form is only valid if it bears the **ORIGINAL OFFICIAL BANK STAMP** of the issuing commercial bank. Copies or unstamped forms will not be accepted.

Qualification Information

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

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Evidence of signatory authorized to sign the bid (if applicable): *[attach]*
- 1.2 Annual amounts of construction work performed during the last *[insert number]* years *[insert amounts in the national currency equivalent]*
- 1.3 Number *[insert number]* of works of a nature and amount similar to the Works performed as prime Contractor over the last *[insert number]* 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)			

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

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[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)			

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)			

1.7 Financial reports for the last *[insert number; usually 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)		

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

2. Additional Requirements

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

Section VI - General Conditions of Contract

Table of Contents

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

34. Uncorrected Defects.....	23
D. Cost Control.....	23
35. Contract Price.....	23
36. Changes in the Contract Price.....	23
37. Variations.....	23
38. Cash Flow Forecasts	24
39. Payment Certificates	24
40. Payments	25
41. Compensation Events.....	25
42. Tax	27
43. Currencies	27
44. Price Adjustment.....	27
45. Retention	28
46. Liquidated Damages	28
47. Bonus	29
48. Advance Payment	29
49. Securities.....	29
50. Dayworks	30
51. Cost of Repairs.....	31
52. Labour Clause	31
E. Finishing the Contract	32
53. Completion.....	32
54. Taking Over	32
55. Final Account.....	32
56. Operating and Maintenance Manuals	32
57. Termination.....	32
58. Fraud and Corruption.....	33
59. Payment upon Termination.....	34
60. Property.....	35
61. Release from Performance	35

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 as a 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.

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

- 10. Employer's and Contractor's Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials.

- (b) loss of or damage to Equipment.
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

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

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

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

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

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

17. Approval by the Project Manager

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

17.2 The Contractor shall be responsible for design of Temporary

Works.

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

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within thirty days for execution of works in accordance with 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 to 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 purpose 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 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 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 assesses 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 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 the amount certified is increased in a later certificate or because 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 do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - (a) reason of any exceptionally adverse weather conditions (as specified in the BDS) and

- (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture, or transportation of any of the goods or materials required for the Works.

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

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the SCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

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

where:

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

A_c and B_c are coefficients⁸ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} 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

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]

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 Labor 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 *[Insert number]*, 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

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|--|---|
| 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 | <p>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.</p> <p>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.</p> |
| 57. Termination | <p>57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> |

- (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 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 fewer advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

59.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed

solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

60. Property

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

**61. Release from
Performance**

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

Section VII. Special Conditions of Contract

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

A. General	
GCC 1.1 (r)	The Employer is: The University of Namibia
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be: 4 months (excl. Builders Holiday) from the commencement of works.
GCC 1.1 (y)	The Project Manager is: CEPM and Partners Engineers PO Box 5891 Windhoek Authorized Representative: Mr. Emmanuel Zimba
GCC 1.1 (aa)	The Site is located at UNAM Katima Mulilo Campus in the Zambezi Region.
GCC 1.1 (dd)	The Start Date shall be 7 days after handing over the site
GCC 1.1 (hh)	The Works consist of: Stage one of a two-stage bidding process for Construction Works of an Agro-Food Processing Plant – Katima Mulilo Campus
GCC 2.2	Sectional completions are not allowed.
GCC 2.3(i)	The following documents also form part of the Contract: Only applicable in the next stage of bidding <ul style="list-style-type: none"> • Bidding Drawings • Bills of Quantities, including Specialist Installations, Specifications and Bills of Quantities
GCC 5.1	The project manager may delegate his duties and responsibilities as follows: <u>The project engineer</u> CEPM and Partners Engineers PO Box 5891 Windhoek
GCC 6.1	The delivery address for notices is: Employer Attention: Professor Kenneth Matengu UNAM Main Campus

	340 Mandume Ndemufayo Avenue Administration Building, Third Floor <p style="text-align: center;">Contractor</p> <p>.....</p> <p>.....</p> <p>.....</p>
GCC 8.1	Schedule of other contractors: Not applicable
GCC 13.1	<p><i>(Only applicable in the next stage of bidding).</i></p> <p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: for the full amount quoted for the works including removal of debris, professional fee etc 25%</p> <p>(b) for loss or damage to Equipment: for the replacement value of the equipment that the contractor intends to use on-site until the taking over by the Employer+20%.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works the insurance should be NS\$2,000,000.00 for each claim.</p> <p>(ii) of other people: This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives' the insurance should be NS\$2,000,000.00 for each claim.</p> <p>(e) for loss or damage to materials on-site and for which payment has been included in the Interim Payment Certificate =Material value+20%</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 the sole expense of the contractor.</p>

GCC 14.1	<p>The site is located at UNAM Campus in Katima Mulilo in the Zambezi Region.</p> <p>Existing services and points of connection are shown on the site plan or will be pointed out on site handover by the Project Manager <i>(Only applicable in the next stage of bidding)</i>.</p>
GCC 20.1	<p>The Site Possession Date(s) shall be: on the date of site handover, to be announced after contract signature. <i>(Only applicable in the next stage of bidding)</i>.</p>
GCC 23.1 & GCC 23.2	<p>The adjudicator will be appointed as per the Laws of the Republic of Namibia.</p>
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: the Ministry of Finance review panel.</p>
GCC 24.3	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.</p>
GCC 24.4	<p>Not Applicable</p>
B. Time Control <i>(Only applicable in the next stage of bidding)</i> .	
GCC 25.1	<p>The Contractor shall submit for approval a Program for the Works within 5 days from the date of the Notification of Award.</p>
GCC 25.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is: 10% of the next payment certificate</p>
C. Quality Control <i>(Only applicable in the next stage of bidding)</i> .	
GCC 33.1	<p>The Defects Liability Period is Twelve (12) months.</p>
GCC 39.7	<p>Interim Payment for Plant and Materials on site is applicable subject to certification by the quantity surveyor.</p>

D. Cost Control	
GCC 40.1	The interest paid by the Employer for late payment will be two (2) percent greater than the minimum lending rate charged by the Contractor's bank, calculated from thirty (30) days after issue of payment certificate.
GCC 40.3	<p>Payment of preliminaries</p> <p>The amount to be included in each monthly certificate in respect of preliminaries costs shall be calculated from the priced items within the preliminaries section of the bills of quantities.</p> <p>The contractor and project manager shall agree a division of the priced preliminaries items into:</p> <ol style="list-style-type: none"> 1) an initial or establishment charge, payment of which shall be made to the contractor on proof that the relevant expenditures have been made; 2) a monthly charge, and 3) a final or dis-establishment charge <p>Should the contractor and project manager be unable to agree such division then the project manager shall make a fair and reasonable division.</p> <p>In arriving at such division cognisance shall be taken of such factors as:</p> <ol style="list-style-type: none"> 1) Premiums for policies of insurance and performance guarantees being renewable annually, 2) Plant, scaffolding and the like remaining the property of the contractor or the hiring company and the capital cost thereof not being treated as part of the initial charge. <p>In the event of an extension of time for the completion of the works the monthly charge be recalculated on the same basis as originally but taking into account the revised contract period and the amounts already paid to the contractor.</p>
GCC 41.1 (l)	<p>The meaning of "exceptionally inclement weather" will be deemed to be weather which is not only extreme or severe but exceeding that which, on evidence of past years, could reasonably not have been expected.</p> <p>The contractor is, in addition to the above, to make allowance for normal vagaries of the weather in the programming of the Works.</p>
GCC 41.2	Notwithstanding the provisions of this clause, the preliminaries shall be adjusted on the basis of fixed, time and value related items as set out in the Bills of Quantities
GCC 43.1	The currency of the Employer's country is Namibian Dollars.

GCC 44.1	The Contract is not subject to price adjustment in accordance with GCC Clause 44.
GCC 45.1	The proportion of payments retained is 10% (ten per cent) of the value of the works and materials valued, until such time as the amount retained equals 5% (five per cent) of the contract sum, excluding value-added tax (V.A.T).
GCC 46.1	<p>The Contractor shall pay liquidated damages to the Employer as follows:</p> <p>Monies that may become due to the Employer as a result of any default by the Contractor shall be recovered from monies due to, or which may become due to. The Contractor. The conditions are as following paragraphs will furthermore apply:</p> <p>The cost of liquidated damages for the whole of the Works is N\$5,000 per calendar day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the contract price</p>
GCC 47.1	The Bonus for the whole of the Work is: not applicable.
GCC 48.1	No advance Payments shall be applicable for this contract.
GCC 49.1	Performance Guarantee is NOT required.
E. Finishing the Contract <i>(Only applicable in the next stage of bidding).</i>	
GCC 55.1	Notwithstanding the provisions in this clause, a detailed account of the total amount that the Contractor deems payable under the contract will be delivered to the Project Manager within 90 (ninety) days of issuance of Completion Certificate.
GCC 56.1	Operating and maintenance manuals should be supplied to the employer by the contractor prior to the date the date of issuance of completion. Certificate.
GCC 56.2	The amount to be withheld should the maintenance and operation manuals not be provided is: The final claim will not be processed until all outstanding issues, building and installation defects are addressed.
GCC 57.2 (g)	The maximum number of days allowed for non-completion before the termination clause is executed is 60 days.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Work, is 10%
Additional Special Conditions of Contract <i>(Only applicable in the next stage of bidding)</i>	
The contractor shall furnish at his own cost such samples of materials and specimens of colours as may be called for by the Project Manager for his approval.	
The contractor shall furnish such samples of workmanship as may be called for by the Project Manager for his approval. Where an assembly of various elements of the buildings is	

required, which is not incorporated in the works, this shall be arranged by the contractor. Any cost involved shall be borne by the employer.

Should the Bills of Quantities be used for ordering materials, this shall be entirely at the contractor's risk

The contractor shall provide, erect, alter as necessary, maintain and remove and make good at completion suitable hoardings complete with gantries, fans, safety screens, barriers, access gates, covered gangways, steel sections at crane lifts, splayed corners, returned ends, etc. all as necessary for the enclosure of the works and the protection of the general public and others. The contractor shall pay and recover all deposits and pay all fees and charges in connection with the hoarding and the use of the pavements throughout the whole course of the contract, all in accordance with any Act of Parliament, regulation or by-law of any local authority.

The contractor shall pay and recover all deposits and pay all fees and charges in connections with and/or obtain permission for the suspension of parking facilities and for pavement or street encroachment and or crossings and the removal and eventual reinstatement of any local authority's parking meters.

No special scaffolding is measured as these Bills of Quantities are based on the sixth edition of the Standard System for Measuring Building Work. The Contractor shall provide, maintain and remove on completion special scaffolding for areas exceeding 5m above floor level, for use of all trades, as defined under the "Description of the Works".

The contractor shall provide and maintain temporary sheds and offices for the proper storage of materials and for the use of the workmen and shall remove such temporary sheds and offices on completion.

The contractor shall provide, maintain and remove on completion office accommodation for meetings held on site. The office shall be provided with tables and chairs sufficient for the maximum number of persons attending meetings and shall be kept clean.

The contractor shall provide, erect where directed, maintain and remove on completion the main noticeboard complying with the requirements of the Institute of Namibian Architects, with the title of the project and the names of the employer, the architect, the quantity surveyor, the consulting engineers and the contractor signwritten thereon.

The contractor shall provide all water for the works, including all necessary temporary plumbing, removing same and making good on completion.

The contractor shall provide all necessary electricity and artificial lighting for the works, including all necessary temporary installation work, removing same and making good on

completion.
The contractor shall provide, maintain in a thoroughly clean and tidy condition proper toilets for the use of the workmen and remove same on completion.
The contractor shall provide for the protection of all work for which a Certificate of Completion has not been issued and which is liable to be damaged from any cause. The contractor shall be responsible for any damage which may occur and shall make good at his own expense.
The contractor shall provide all reasonable measures necessary to protect the existing and/or partially occupied works to ensure that they are not damaged and he shall remove such protection on completion.
The contractor shall provide all watching and lighting necessary for general site security
The contractor shall give adequate notice to the project manager whenever any work or materials which are subjected to the project manager's inspection or remeasurement are to be covered in or concealed in any way. In default of such notice being received such work or materials shall be uncovered and later made good at the contractor's expense.
The contractor shall execute the whole of the works with a minimum of disturbance to the adjoining premises, any parts of the works already handed over and the occupants of those premises and/or parts.
The contractor shall regularly clean and clear away all rubbish and excess materials as the works proceed and, on completion, leave the works in a clean and satisfactory state for immediate use and occupation.
The contractor shall take all necessary precautions to keep the works and site free from vermin during construction and shall leave the works vermin free on completion.
The Contractor and domestic sub-contractors shall insure workmen in terms of the Employee Compensation Act 5 of 1995 and shall deposit immediately with the Project Manager written confirmation of evidence of registration under the Workmen's Compensation Act when signing the Contract. Persons not falling under the abovementioned Act must be insured under individual Personal Accident Insurance policies to the satisfaction of the Project Manager.
No open fires will be permitted except in such places as are approved by the Principal Agent. Any workmen or labourers lighting fires in unauthorised places are to be immediately

dismissed.

The Contractor shall take all responsibility during blasting operations, should any be necessary, and must observe all conditions set forth in Government and Local Authority Regulations. The use of explosives is left to the discretion of the Contractor who must indemnify the Employer against any claims for damages to persons or property on or near the site from any cause whatsoever arising out of the use of explosives. The Contractor will be held solely responsible for and must immediately make good, at his own expense, any damage that may occur through the use of explosives.

Only those trees as are indicated by the Project Manager shall be removed. All other trees are to be protected during the building operations and no workmen may damage these trees in any way. The Contractor is to note that some trees may occur within the area of building operations. Before removing such trees, the Contractor is to obtain specific instructions from the Project Manager as whether such trees may be removed or not.