



KUNENE REGIONAL COUNCIL
HEAD OFFICE



Bidding Documents

Issued On: 13 February 2025

For

**“Fransfontein Settlement - Eradication of the Bucket System –
Phase 3: Construction of Toilets, Service Connections, Gravity
Sewer Networks and the Rehabilitation of a Sewer Pump Station”**

Procurement Reference No: W/ONB/KRC-03/2025

Cost: N\$ 300.00

Due Date: **Thursday, 26 March 2025, 11:00**

Venue: **Kunene Regional Council, Opuwo, Kunene Region, Namibia**

**Project: “Fransfontein Sewer Reticulation (Eradication of the
Bucket System)” – PHASE 3**

(Preference shall be given to Bidders based and operating from the Kunene Region, where the Works are required, in terms of Section 72 of the Public Procurement Act, 2015 (Act No. 15 of 2015) and the Minister’s Directive issued on 14 December 2020)

Name of Bidder: _____

Contact Number of Bidder: _____

Email Address of Bidder: _____

Authorized Representative: _____

Contract Amount N\$ _____

(From Summary Bill of Quantities, Inclusive of Contingencies and VAT)

Standard Bidding Document

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SBD for Procurement of Works

Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet

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

Section III. Bidding Forms

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

Bill of Quantities

This section contains the Bill of Quantities to be completed by the Bidder in black ink, by hand and submitted as part of the Bid.

Section IV. Evaluation Criteria

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

PART 2 – EMPLOYER’S REQUIREMENTS

Section V. Scope of Services and Performance Specifications Drawings

This Section contains the Specification and supplementary information that describe the works to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI. General Conditions of Contract

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

Section VII. Special Conditions of Contract

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

Section VIII. Contract Forms

This Section contains forms which, once completed, will form part of the Contract.

Section I - Instructions To Bidders

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Section I - Instructions to Bidders

A. General

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

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

Corruption

Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.

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

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- 4.3. Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : www.mof.gov.na/procurement-policy-unit

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

- 5.4 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.
- 6. Qualifications of Bidders**
- 6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
 - (b) total monetary value of construction works performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years or as otherwise **stated in the BDS**; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site personnel and technical personnel proposed for the contract;
 - (f) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to seek references from the Bidder's bankers; and
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards;
 - (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

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

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

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.

Part 1

Section I - Instructions to Bidders (**ITB**)

Section II - Bidding Data Sheet (**BDS**)

Section III - Bidding Forms

Bill of Quantities

Section IV - Evaluation Criteria

Part 2

Section V - Employer's Requirements

Part 3

Section VI - General Conditions of Contract

Section VII - Special Conditions of Contract

Section VIII - Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and V should be completed and returned with the Bid in the number of copies specified in the **BDS**.

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

8. Clarification of Bidding Document

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

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

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

- 9. Site visit/Pre-bid meeting**
- 9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.
- 9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- Both the Site Visit and the Pre-Bid meeting shall take place on the same day as per the **BDS** and will be compulsory for all Bidders.
- 10. Amendment of Bidding Document**
- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 23.1 below.

C. Preparation of Bids

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

- (d) completed Bill of Quantities / Activity Schedule;
- (e) the following documentary evidence is required
- (f) have a valid certified company Registration Certificate;
- (g) have an original valid or certified copy good Standing Tax Certificate;
- (h) have an original valid or certified copy good Standing Social Security Certificate;
- (i) 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;
- (j) have a certificate indicating 100% SME Status or proof of equity of which 51% or more is owned by Namibians;
- (k) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (l) Additional eligibility criteria as **indicated in the BDS.**

1. **Submit all of the documents listed in ITB Paragraph 13 (d) above;**
2. **Submit Certificate of Indemnity in prescribed format;**
3. **Submit List of Construction Plant & Equipment required and available for the execution of this project;**
4. **Submit proof of ownership of plant & equipment in the form of registration certificates or Letters of Intent to Lease required equipment;**
5. **Submit Schedule of similar work previously completed in the required format;**
6. **Submit Letters of Satisfaction and/or Completion Certificates from Principal Agents for projects successfully completed previously;**
7. **Submit Schedule of sub-contractor/s proposed for this project, if any;**
8. **Submit Schedule of key personnel proposed for this project;**
9. **Submit bank rating letter;**
10. **Submit confirmation of bank account letter**

- from branch where account is held;**
- 11. Submit proof of access to financial resources or a bank statement indicating adequate available funds of minimum 15 % of total contract price offered;**
 - 12. Submit Financial Statements for last three financial years;**
 - 13. Submit Preliminary Programme for execution of the project;**
 - 14. Submit JV agreement if applicable;**
 - 15. Submit Original Receipt of Levee Paid for Bidding Document.**

- | | |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 IV – Evaluation Criteria. |
| 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 Bidders.⁵</p> <p>16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.</p> <p style="padding-left: 40px;">The discount if any and the conditions of its application shall be indicated separately.</p> |
| 17. Currencies of Bid | 17.1 The bid price and rates shall be in Namibian Dollars and fixed |

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.”

⁵ In lump sum contracts, delete “rates, prices, and.”

- and Payment** 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 III), 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 III and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.
- 20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.
- 20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.
- 21. Format and Signing of Bid**
- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit the number of copies **as specified in the BDS**, clearly mark with the label "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly

authorized to sign on behalf of the Bidder.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

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

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

22.2 The inner and outer envelopes shall:

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal, Substitution, and Modification of Bids

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

26. Bid Opening

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

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

be announced and recorded by the Employer at the opening.

E. Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section V (Employer's Requirements) have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and Omissions**
- 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.
- 31. Correction of Arithmetical**
- 31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

Errors

- (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 IV, 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.
- 37.2 Subject to ITB 6.2 (7), preference shall be given to SME bidders from Kunene Region where the goods are required.
- 38. Notification of Award** 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by a Notification of award for award of contract. The Notification of award shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of notification of award, the Purchaser shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:
- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract

awarded; and

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

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

39. Signing of Contract

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

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

40. Performance Security

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

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

41. Advance Payment and Security

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

42. Plant and Materials on site

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

43. Debriefing

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

Section II. Bidding Data Sheet (BDS)

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

A. General	
ITB 1.1	<p>The Public Entity is: Kunene Regional Council</p> <p>The Works are for the Procurement of:</p> <p>Fransfontein Settlement – Eradication of the Bucket System – Phase 3: Construction of Toilets, Service Connections, Gravity Sewer Networks and the Rehabilitation of a Sewer Pump Station</p> <p>The name and identification of the Contract are:</p> <p><u>W/ONB/KRC-03/2025</u></p> <p>The Project is Fransfontein Sewer Reticulation (Eradication of Bucket System)</p>
ITB 1.2	The Intended Completion period is <u>10 Calendar Months</u> after site handover
ITB 2.1	The Funding Agency is: Kunene Regional Council
ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr</p>
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: None
ITB 6.2 (c)	Minimum 3 (Three) years' experience of similar nature.
ITB 6.3 (a)	The Contractor must have a minimum average annual financial amount of construction of N\$ 4 000 000.00 Over the last Three (3) years .
ITB 6.3 (b)	The number of works is: 3 (Three) completion certificates with a

	<p>minimum value of 5 Million each, to be attached</p> <p>The period is: 3 (Three) years</p>
ITB 6.3 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall include, but is not limited to the following:</p> <ul style="list-style-type: none"> • Site Vehicles for Site Agent and Site Staff • Hydraulic Excavator • TLB • Tipper Trucks • Roller Compactor • Water Bowser • Concrete Mixers • Formwork • Elephant Foot Compactors • Survey and Setting Out Equipment • Smaller equipment for concrete and finishing works
ITB 6.3 (d)	<p>The Contract Manager shall have passed Grade 12, as well as had some tertiary qualifications in construction project management and at least 5 years' experience in projects of this nature.</p> <p>The Site Agent / Supervisor shall have passed at least Grade 12 with at least 3 years' experience in projects of this nature.</p> <p>The following requirements are required for the contractor's personnel on this project</p> <ul style="list-style-type: none"> • Project/Contract Manager: at least five (5) years of experience • Site Agent / Site Supervisor: at least three (3) years of experience • General Foreman: At least two (2) years of experience • Surveyor: at least three (3) years of experience
ITB 6.3 (e)	<p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 15% of the contract price offered. Proof shall be attached</p>
B. Bidding Documents	
ITB 8.1	<p>The Public Entity's address for clarification is:</p> <p>Ms. S Nakale Head of Procurement Management Unit Kunene Regional Council P.O. Box 502 Opuwo, Namibia Tel : +264 65 273 950 e-mail: procurement@kunenerc.gov.na or pmu.kunenerc@gmail.com</p>

ITB 9.2	<p>A non-compulsory pre-bid meeting has been scheduled for:</p> <p>Date : Friday 6 March, 2025</p> <p>Time : 11:00 pm</p> <p>Venue : Fransfontein Settlement Office</p> <p>Briefing will take place at the Settlement Office Boardroom where after everyone will depart to the site.</p>
C. Preparation of Bids	
ITB 13.1(e)	<p>Any additional materials required to be completed and submitted by the Bidders are:</p> <ol style="list-style-type: none"> 1. Submit all of the documents listed in ITB Paragraph 13 (d) above; 2. Submit Certificate of Indemnity in prescribed format; 3. Submit List of Construction Plant & Equipment required and available for the execution of this project; 4. Submit proof of ownership of plant & equipment in the form of registration certificates or Letters of Intent to Lease required equipment; 5. Submit Schedule of similar work previously completed in the required format; 6. Submit Letters of Satisfaction and/or Completion Certificates from Principal Agents for projects successfully completed previously; 7. Submit Schedule of sub-contractor/s proposed for this project, if any; 8. Submit Schedule of key personnel proposed for this project; 9. Submit bank rating letter; 10. Submit confirmation of bank account letter from branch where account is held; 11. Submit proof of access to financial resources or a bank statement indicating adequate available funds of minimum 15% of the contract price offered.; 12. Submit Financial Statements for last three financial years; 13. Submit Preliminary Programme for execution of the project; 14. Submit JV agreement if applicable; 15. Submit Original Receipt of Levee Paid for Bidding Document.
ITB 17.1	The Contract is not subject to price adjustment in accordance with GCC Clause 44.
ITB 17.2	Interim Payment for Plant and Material on site is applicable.

	<p>Materials on site will be paid at 80% of the invoiced (original from supplier) amount, and on proof of payment and possession of the said materials.</p> <p>No payment will be made to the Contractor unless one of the following documents is provided with the Contractor's statement:</p> <ul style="list-style-type: none"> (a) Proof of ownership of the material; (b) A written cession of ownership from the supplier to the Contractor; (c) A bank guarantee for the full amount of the claim from an approved financial institution.
ITB 19.1	The Bid shall be valid for 180 days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	Bid shall be accompanied by a fully subscribed to 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: Zero (0)
ITB 23.1	<p>The deadline for submission of bids shall be:</p> <p>Date: Thursday, 26 March 2025</p> <p>Venue: Kunene Regional Council, The Bid Box</p> <p style="text-align: center;">Mbumbijazo Muharukua Street</p> <p style="text-align: center;">Opuwo, Namibia</p> <p>Time: 11:00 am</p>
ITB 23.1	<p>The Employer's address for the purpose of Bid submission is:</p> <p>Attention: Ms. S Nakale</p> <p>Kunene Regional Council Head of Procurement Management Unit P.O Box 502 Opuwo, Namibia Tel : +264 65 273 950 e-mail: procurement@kunenerc.gov.na or pmu.kunenerc@gmail.com</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Kunene Regional Council</p> <p>Mbuumbiazo Muharukua Street, Opuwo, Namibia</p>

	<p>Date: Thursday,26 March 2025</p> <p>Time: 11:30 am</p>
<p>E. Evaluation and Comparison of Bids</p>	
ITB 32.1	<p>A margin of preference shall not apply.</p> <p>The application methodology is defined in Section IV – Evaluation and Qualification Criteria</p>
<p>F. Award of Contract</p>	
ITB 40.1	<p>The Standard Form of Performance Security acceptable to the Public Entity shall be “a Bank Guarantee”. The Bank guarantee shall be 10 % of the contract price inclusive of provisional- and contingency sums and VAT.</p> <p>The Bank Guarantee may also be forfeited in the event material on site, paid for by the client is removed from site or utilised for any purposes other than for the works under this Contract.</p>
ITB 41.1	<p>The Advance Payment shall be limited to zero percent of the Contract Price less the provisional and contingencies sums.</p>
ITB 42.1	<p>Interim Payment for Plant and Material on site is applicable.</p> <p>Materials on site will be paid at 80% of the invoiced (original from supplier) amount, and on proof of payment and possession of the said materials.</p> <p>No payment will be made to the Contractor unless one of the following documents is provided with the Contractor’s statement:</p> <ul style="list-style-type: none"> • Proof of ownership of the material; • A written cession of ownership from the supplier to the Contractor; • A bank guarantee for the full amount of the claim from an approved financial institution

Section III - Bidding Forms

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Kunene Regional Council

Head office



Bid Submission Form

Date: _____

Bidder's Reference No.: _____

Procurement Reference No: _____

To:

We, the undersigned, declare that:

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

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

_____;
- (e) Our bid shall be valid for a period of **180 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 to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;

- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;
- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;⁶
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Seal of Company: _____

⁶ Use one of the two options as appropriate.

Appendix to Bid Submission Form

Bid Securing Declaration

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

Date:[Day|month|year].

Procurement Ref No.: W/ONB/KRC-03/2025

To

Kunene Regional Council
P. O. Box 502
Opuwo

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.]

ANNEXURE 2

Local Sourcing Declaration

(Section 73 of Act)
(Regulation 37(5) and 56(2))

Date:.....

Bid No:.....

To:.....

[insert complete name of Public Entity]

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 local sourcing declaration by the bidders.

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

- a) If found that the goods, works and services are found to be not meeting the local content and is not supplied by the suppliers based and operating from Kunene region, where the goods are required.
- b) I/we* understand this local sourcing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:

[insert complete name of person whose name and capacity are shown] Capacity of: *[indicate legal capacity of persons(s) signing the local sourcing declaration]*

Name:.....

[insert complete name of person signing the local sourcing 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 local sourcing declaration must be in the name of all partners to the joint venture that submits the bid.]*delete if not applicable appropriate.*



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYER’S 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, goods / 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.

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: _____

Principal place of business: _____

Evidence of signatory authorized to sign the bid (if applicable):
[attach]

1.2 Annual amounts of construction works performed during the last **3-5 (Three to Five)** years [insert amounts in the national currency equivalent]

1.3 Number **3 (Three)** of works of a nature and amount similar to the Works performed as prime Contractor over the last **3 (Three)** years. [Also list details of work under way or committed, including expected completion date(s).(attach 3 completion certificates)]

Project/Contract name and country	Name of Consultant, Contact Person and Contact Number	Type of work performed and year of completion	Value of contract in NAD
(a)			
(b)			
(c)			
(d)			
(e)			

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 **3 (Three) 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.

Certificate of Indemnity

I,.....

The undersigned, a director of the Board of Directors of said company or duly authorised by resolution of the Board of Directors, herewith indemnify the Employer and the Engineer as is required in accordance with stipulations of this Contract.

Contractor :.....

Date :.....

Witness 1 :.....

Witness 2 :.....

Bill of Quantities

2. The quantities in these Bill of Quantities are provisional and shall be measured as executed and paid for according to prices in the Bill of Quantities and any unexpended amounts shall be deducted from the amount of the contract sum.
3. The quantities in these Bill of Quantities are not to be used for ordering materials.
4. The Bill of Quantities form part of and must be read in conjunction with the specifications, which document contains the full description of the works to be done and material and equipment to be used and unless otherwise described in the Bill of Quantities, reference should be made to the specification for the full meaning or description of work to be done and materials and equipment to be used in this service.
5. No alteration, erasure or addition is to be made in the text of the Bill of Quantities.
6. Should any alteration, or erasure be made, it will not be recognized but the original wording of the Bill of Quantities will be adhered to.
7. The priced Bill of Quantities of the successful tenderer will be checked and the Engineer reserves the right to call for adjustment to any individual price and to rectify the discrepancy.
8. Variations in the scope and extent of the work included in the Bill shall be allowed to meet the employer's requirements and shall be measured and costed at rates entered in the Bill, where appropriate, and shall form additions to or deductions from the total of the Bill.
9. Any items or variations for which rates have not been included in the Bill of Quantities shall be agreed and priced as non-scheduled items in accordance with the provisions of the contract.
10. The rules covering the extent and costing of the variation shall be those provided for in the General Conditions of Contract.
11. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation cost of any item shall be fully included in the unit price.

12. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of contract.
13. All fittings and accessories always include the connections thereto.
14. All measurements are nett, unless otherwise stated, and Bidders must allow in their rates for wastage.
15. All provisional sums shall be expended as directed by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.

Section IV - Evaluation Criteria

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

1. Evaluation

In addition to the criteria listed in ITB 33 the following criteria shall apply:

1. Evaluation Procedures and Selection Criteria

(a) Bid Validity and Compliance

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

The Employer's determination of a bid's responsiveness will be based on the required contents as defined in **ITB 13** of the bid document.

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

N.B. It's the responsibility of the bidder to make sure that the bid response document is clear, logical and well structured. The Employer will not take responsibility of any missing information or incomplete documentation.

(b) Adequacy of Technical Proposal

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

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

The typical evaluation scorecard presented in a table below will be used for the technical evaluation of bids and the selected evaluation criteria are intended to

assess the competency of the Bidder to achieve the required project outcome and are used to rate each of the bidders.

The required data and substantiating documentation as per Section III (Qualification Information) will be used for evaluation.

Technical scores will be calculated in accordance with the following formula and only bidders with a total technical score of **at least 90%** will be considered for financial evaluation:

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

ITEM	Non-Price Attributes	Max Points	Bidding Forms	Clauses In Sec I: ITB & Sec II: BDS
	Technical/Capacity/ Attributes			
T _F	Financial Resources/ Capacity	20		
	1. Average annual turnover	5	Section III	ITB6.2(a)
	2. Total asset value	5		ITB6.3(a)
	3. Line of Credit/Proof of funds available of minimum 15% of offered price	5		ITB6.3(e)
	4. Bank Rating: C – 4, B – 5, less than C - 0	5		ITB13.1(e)
T _x	Relevant Experience	30		
	Comply with experience requirements and sufficiency of bid documentation	15	Section III	ITB18.1
	References/ Ratings by client	10		ITB6.3(b)
	Previous 3 years contracts	5		ITB6.3(b)
T _C	Relevant competence: staff	15		
	Competence of support staff	2	Section III	ITB6.2(e)
	Contract managers	4		ITB6.3(d)
	Site agents	5		ITB6.3(d)
	Foreman	2		ITB6.3(d)
	Surveyor	2		ITB6.2(e)
T _M	Mechanical plant capacity	15		
	- As per BDS ITB6.3(c)	15	Section III	ITB6.3(c)
T _N	Namibian content status - Namibian supplier: eg if 100% Namibian = 10, if 51% Namibian = 5, if less than 51% Namibian = Disqualify	10	Section III	ITB6.2(a)
T _D	SME status - SME Registration Certificate	10	Section III	ITB13.1(5)
T _S	Technical scores	100		

(c) Financial Proposal

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

- fixed capital cost;
- time related costs during the contract period;

- special adjustments during the contract period;
- maintenance costs; and
- Operating costs.

Price score will be calculates as follows:

- $PS = (PL/PN) \times 100$
- Where:
 P_L = bid price of the lowest acceptable bid
 P_N = bid price under consideration

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

(d) Bid Index (IB)

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

$$IB = a \times Ps + b \times Ts,$$

Where:

P_s = Price score

T_s = Technical score

“a” is allocated weight for price score (P_s) and “b” is the allocated weight for Technical Score (T_s).

For this project the selected bid index weighting will be **70% for the technical** score and **30% for financial** score:

$$\underline{IT = 0.3 \times P_s + 0.7 \times T_s}$$

(e) Margin of Preference

None

Bidders whose bid amount varies by more than 15% (down) from the respective standard benchmark bid amount shall be deemed to be non-compliant and shall be rejected.

2. Written acknowledgement and acceptance

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

Date: [Day/month/year]

Procurement Ref No.:

We, the undersigned, declare that we acknowledge and accept

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

Name:

In the capacity of:

Signed:

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

Date:

Seal of Company

PART 2 – Employer's Requirements

Section V - Employer's Requirements

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SPECIFICATIONS

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5.1 PREFACE TO PROJECT SPECIFICATION

The Project Specifications form an integral part of the contract documents and shall be deemed to be included in and form part of the specifications. In the case of any discrepancy or conflict with any part or parts of the Standard Specifications, or the drawings, the Project Specification shall take precedence and shall govern.

In certain clauses the Standard Specifications allow a choice to be specified in the Project Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the Project Specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by PS followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

The Standardised Specification for Civil Engineering Construction (SANS 1200) have been written to cover all phases of work usually encountered on Civil Engineering Projects, and they may therefore cover items of work not contemplated on this particular project.

The Project Specifications form an integral part of the Contract Documents and supplement the Standard Specifications. In the event of any discrepancy with a part or parts of the Standard Specifications or the Schedule of Quantities, the Project Specifications shall take precedence. The Standard Specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

5.2 PROJECT DESCRIPTION

The Project Description provides an overview of the work to be concluded under this project.

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PS 1 INTRODUCTION

Fransfontein Settlement is located approximately 20km north of Khorixas on the C35 gravel road. In 2018, the Kunene Regional Council (KRC) commissioned a project with the aim of eradicating the sewer bucket system, which still in use in most of the Settlement, to this day.

The first phase of the project included the rehabilitation of one of two sewer pump stations in Fransfontein, construction of a portion of the required new sewer gravity networks and the construction of a new anaerobic oxidation pond. The purpose of the Phase 1 project was to render the bulk sewer system in a functional state in order for the next phases to start the construction of toilets and connecting them to the waterborne sewer network, actually eradicating the bucket system.

This project, Phase 3 of the Fransfontein Eradication of the Bucket System Project, includes the construction of toilets, connecting them to the water reticulation and sewer gravity networks, constructing additional main sewer gravity lines, constructing main water lines and rehabilitating the second ("old") existing sewer line by replacing the old pipe with uPVC .

The site will be visited during the scheduled non-compulsory pre-bid site inspection and important elements will be pointed out to bidders. It is recommended that bidders join this site inspection in order to familiarise themselves with the challenging terrain and sub-soil conditions of Fransfontein, observe the extent of the Scope of Work covered under this bid and identify all aspects, challenges and constraints to be taken into account when preparing the bid.

PS 2 GENERAL DESCRIPTION OF WORKS

The bidder should take note that the general description of the works serves to outline the extent of the works, but does not limit the amount of work, which may be required of the Contractor under this contract and in fulfilment of the project objectives. Holistic reference must be made to the Employer's Requirements, the Bill of Quantities and the Bid Drawings for more detailed descriptions of the works.

PS 2.1 GENERAL

The following activities will form part of the Contract:

- a) Establishment of plant and site camp of the Contractor;
- b) Survey site topography, erf pegs and existing services and structures;
- c) Setting out of the works;
- d) Clearing the site;

- e) Mechanical/Electrical installation at pump station;
- f) Civil works at pump station;
- g) Construction of new gravity sewer lines;
- h) Construction of new cast in-situ concrete manholes;
- i) Repair of existing damaged sewer lines;
- j) Construction of new main water lines;
- k) Construction of sewer and water erf connections;
- l) Construction of prefabricated toilets in predetermined positions;
- m) Connection of toilets to water reticulation- and sewer gravity networks;
- n) Construction of sewer erf connections for vacant erven;
- o) Accommodation of Traffic;
- p) Testing and Commissioning;
- q) Cleaning of Site;
- r) As-built information to Engineer;
- s) Removal of plant and destablishment.

PS 2.2 SCOPE OF WORK

With reference to the drawings overleaf, the Scope of Work of this project will entail:

- Construction of twenty-nine (29) new masonry toilets in the central area of town and connecting them with water and sewer (erven to be provided with new toilets are shown in yellow on attached drawing). Other work in this area will include construction of approximately 350m of new main sewer lines, which will serve a number of the erven getting new toilets, but also serve as the connection point for future sewer lines from Extension 2 and the Shackdwellers erven.
- Also required is approximately 100m of new main water lines, repair of approximately 310m of existing sewer lines and erf connections for Twenty-four (24) existing developed houses shown in the drawing);
- All effluent from the central area of town under point 1 above flows to the "old" pump station. This PS requires some rehabilitation and upgrade. The works will include the addition of a second, standby pump, upgrading the electrical control board (MCC), addition of a bypass system and general repairs to the fence and building;

The above works will largely eradicate the bucket system in Fransfontein, seeing the construction of twenty-nine (29) new toilets, connecting one hundred (105) to vacant erven and already developed houses to a functional waterborne sewage system and ensuring vacant erven has water and sewer erf connections in place for future connection.

PS 3 REHABILITATION OF PUMP STATION

This portion of the works entails the rehabilitation and upgrading of the existing "old" sewer pump station, the location of which are shown on the drawings.

The Main Contractor appointed will be responsible for civil works at the pump station including inter alia:

- Make good any damage to walls and re-paint pump station, inside and outside;
- Install new glazing complete for existing steel windows;
- Supply and install new double transformer door;
- Paint new door and roof structure members;
- Repair damaged fencing.

The Mechanical/Electrical works will be executed by a domestic specialist M&E sub-contractor, appointed by the Main Contractor. A provisional sum has been allowed for in the Bill of Quantities for the M&E works. After appointment, the Project Manager will assist the Main Contractor in obtaining and evaluating quotations from M&E subcontractors and the final amount to be reimbursed by the Employer to the Main Contractor under this item will be the accepted M&E quotation amount.

The M&E works will include inter alia:

- Temporary bypassing of the pump station, pumping dry and cleaning the sump complete;
- Construction of new bypass connection;
- Supply and install second pump;
- New stainless steel pipework and fittings;
- New MCC and pump controls;
- Addition of a S/S access cat ladder into sump;

PS 4 CONSTRUCTION OF TOILETS

A total of twenty-nine (29) new toilets will be constructed under this Contract.

The toilets shall be masonry building plastered and painted on both side

A reinforced concrete base shall be constructed for each toilet. The work will entail first setting out the position of the toilet. The Project Manager has previously liaised with all community members on the exact position of the planned toilets on their properties and will provide the contractor with the

coordinates and setting out dimensions accordingly. However, it will be expected from the Contractor to confirm the final position of the toilet with each erf owner before commencing construction on the particular toilet. The Contractor shall provide an as-built survey of the toilet positions to the Project Manager upon completion of the Works.

After setting out, the Contractor shall proceed with preparation of the site, excavation of 100mm in-situ material down to establish a perfectly horizontal base, ripping and compacting in-situ material, construction of a 1 x 150mm layer of G6 material compacted to 95% MOD AASHTO maximum density, constructing of 100mm thick 25MPa concrete base with mesh ref. 395 to dimensions [1.5 x 1.16]m on a 20mm sand bedding with 250 micron DPM layer, soil poisoning and finally fixing/installing the toilet on the concrete base as per manufacturer's specifications.

All toilets shall be tested and signed off in the presence of the Project Manager, the Employer's representative and the Fransfontein Settlement representative before the issue of the Certificate of Completion.

PS 5 CONSTRUCTION AND UPGRADE OF SEWER GRAVITY NETWORK

The new sewer network consists of gravity sewer lines conveying sewerage to the pump station or connecting to existing sewer gravity lines which will be upgraded under this contract, as indicated on the layout drawings. Approximately 1100m of new gravity sewer lines shall be built.

The sewer network will entail the following:

- (a) Setting out and excavation of trenches for main sewer lines, manholes and erf connections.
- (b) Construction of sewer pipelines (Class 400kPa Heavy Duty uPVC sewer pipes, ranging in diameter from 110Ø to 200Ø) complete with bedding and well compacted backfilling as per SANS1200 requirements, in-situ cast sewer concrete manholes as per the drawings and erf connections as per the drawings and specifications.
- (c) Erf connection markers shall be uPVC with concrete inside painted blue, sunk into the ground 400mm, the bottom connected to the end cap of the erf connection with a plastic, non-corrosive wire or ribbon. The erf connection end cap shall terminate sufficiently inside the erf boundaries as per the drawings and the marker shall be located within a radius of 0.5m from the position of the end cap in plan.
- (d) Manhole cover should be Type 2A Dough Moulding Compound (DMC) – (Heavy duty -135KN) for the road reserve or for high trafficked area and

Type 4A Dough Moulding Compound (DMC) –(Medium duty -40KN) for other area

- (e) Upgrade of the existing by removal of the existing sewer line and dispose to a municipal dumping site, replace the existing sewer line with 200mm diameter pipe, maintain the slope and assure provision for temporary sewer bypass while upgrading
- (f) Testing and commissioning of sewer infrastructure as per standard SANS1200 requirements.

Single and double house connections will connect new toilets and existing and future housing to either newly constructed main sewer lines or existing main sewer lines. At each new toilet erf connection, a cast iron rodding eye shall be constructed complete as per the drawings.

The approximate quantities for the various elements of the new sewer networks are as follows:

• 200mm diameter H/D uPVC main sewer lines	-	1079m
• 160mm diameter H/D uPVC main sewer lines	-	1544m
• 110mm diameter H/D uPVC house connections	-	538m
• In-Situ Concrete Manholes: 0.5 to 4.0 m deep	-	77

The approximate quantities for the various elements of the sewer line to be upgraded are as follows:

• 200mm diameter H/D uPVC main sewer lines	-	310m
• 160mm diameter H/D uPVC main sewer lines	-	0m
• 110mm diameter H/D uPVC house connections	-	10m
• In-Situ Concrete Manholes: 0.5 to 4.0 m deep	-	13

Trench excavations, bedding, pipelaying and backfilling shall be executed in strict accordance with the construction drawings, standard specifications and these project specifications.

PS 6 CONSTRUCTION OF WATER RETICULATION PIPELINES

Approximately 200m of new Class 9 uPVC water pressure pipelines will be constructed. These pipelines will connect to the existing water reticulation network in Fransfontein.

These waterlines are specifically provision for extending the waterline from the mainline to the erven where toilets are located

Trench excavations, bedding, pipelaying and backfilling shall be executed in strict accordance with the construction drawings, standard specifications and these project specifications.

New water lines shall be pressure tested and witnessed by the Project Manager in accordance with SANS 1200.

PS 7 CONSTRUCTION OF WATER & SEWER CONNECTIONS

Water and sewer erf connections will be constructed for both the new toilets and also vacant erven without erf connections.

For the toilets, the water and sewer shall be fully connected to the toilet as per manufacturer's specifications. A cast iron rodding shall be constructed on the sewer connection, inside the erf, complete with concrete block around the rodding eye as per typical details. The sewer line excavations in the erven shall be 0 – 1m deep and the pipe laid at a slope of 1:60, connected to the main sewer line in the road reserve. Water connections will include installation of a 25mm saddle on the main water line, installation of a 25mm Class 10 HDPE water supply connection to the toilet, installation of a 20Ø water meter and 2 x ball valves.

Water and sewer erf connections for vacant erven shall be built according to the typical details given on the drawings. Markers shall be uPVC pipes with concrete inside connected to the end cap of the service connection with a plastic ribbon. The uPVC shall be painted and planted within 300mm from the end cap, 400mm into the ground. The protruding 200mm shall be painted green for sewer and blue for water.

PS 8 NATURE OF GROUND AND SUBSOIL CONDITIONS

Substantial quantities of hard rock excavations are expected for this project, in particular excavations deeper than around 700mm. The bidder is to fully acquaint himself with the subsoil conditions during the pre-bid meeting or at his own discretion. Blasting will be allowed in areas where damage to existing infrastructure is not possible. Alternatively, the bidder to allow for heavy equipment such as a large excavator mounted with a "Tok-Tok".

The above-mentioned information is a general guideline and will not relieve the Contractor of his responsibilities in terms of the General Conditions of Contract to satisfy himself with the conditions on site.

With respect measurement and payment for hard rock quantities, the Contractor shall be responsible to proof quantities for verification to the Project Manager. After setting out of a particular pipeline or structure to be built, the Contractor shall first take levels on the natural ground at intervals as agreed with the Project

Manager. He will then excavate soft ground down to hard rock and take another set of levels at the same intervals and positions as for the natural ground levels. In addition the Contractor shall take a series of photographs of the hard rock in support of the claim. All levels shall be taken in the presence of either the Project Manager or the Employer's representative. Upon completion of the excavations to the bottom of trench or structure level, the Contractor will take a final set of levels and submit all levels taken to the Project Manager. The Project Manager shall use the levels to calculate the hard rock quantities payable to the Contractor.

PS 9 CONSTRUCTION PROGRAMME

The contract period will be **10(Ten) calendar months** as per **ITB 1.2** in the **BDS** and the contractor's proposed construction programme must reflect this period for construction. The contract period includes all public holidays as well as the December builder's holiday.

The construction programme must also include all the important features of the works, as well as the various operations required to carry out the works.

The programme must be submitted to the Project Manager for approval within seven (7) days of the Notice of Award.

The programme MUST indicate the critical path and any extension of time evaluation will be based on the effect on the critical path. It remains the Contractor's responsibility to mitigate delays at all times.

PS 10 SITE FACILITIES AVAILABLE

The Contractor shall make his own arrangements for the supply of water, telecommunications and power required by him for the execution of the works. The Bidder shall allow for the cost of all such arrangements.

Water, telecommunications and electricity required for the works may be taken from suitably situated supply points. Necessary arrangements and communications must be made with the Fransfontein Settlement Office or relevant authorities to avoid any form of conflict and delay.

Cost incurred in installing water, telecommunications or electrical supply line from the supply points to the construction camp and/or works shall be for the Contractor's account.

The Contractor will be held responsible for any damages to the supply lines and fittings for the duration of the contract.

PS 11 SITE FACILITIES REQUIRED**PS 11.1 LABORATORY FACILITIES**

The Contractor will not be required to have a testing laboratory on site. A recognised and Project Manager-approved testing laboratory will be appointed by the contractor to carry out all acceptance control tests as required by the Project Specifications. No additional payments will be made towards the testing of work as per the project specifications and the Contractor should allow for the required testing in his bid.

The Project Manager will not require any laboratory facilities. Acceptance control testing required by the Project Manager will be carried out in special cases by an approved independent laboratory. A provisional sum has been provided in the Bill of Quantities for any tests ordered by the Project Manager, which are in addition to the Contractor's full process control testing as per SANS1200.

PS 11.2 CONTRACTOR'S SITE SANITARY FACILITIES

The Contractor shall provide and maintain adequate and proper ablution facilities for his site personnel at all times.

Latrines shall be effectively screened from view and maintained in a clean and sanitary condition. The Contractor shall make all the necessary arrangements for the regular removal and emptying of the sanitary pails at his own cost.

If at any time the contractor fails to observe the previously mentioned conditions and after being notified by the Project Manager, fails to rectify conditions, the Project Manager shall have the right to order such materials and appoint any workers as may be seen necessary to maintain the sanitary facilities as set out above. All related costs will be for the contractor's account.

PS 11.3 PROJECT MANAGER'S SITE OFFICE AND ASSOCIATED FACILITIES

No site office for the Project Manager is required for this project. Progress Meetings will be held in the Fransfontein Settlement Office boardroom or as directed by the Project Manager.

PS 12 SURVEY BEACONS, BENCH MARKS AND REFERENCE PEGS

At the start of the project, the Contractor will appoint a registered surveyor to verify any erf pegs that are needed for the proper execution of the works. The Project Manager will avail to the Contractor the survey performed for design purposes.

The Contractor is responsible for the setting out of the Works and no separate payment will be made therefore as the cost involved for the setting out of the Works is deemed to be included in the tendered sum for the item "Contractor's General Obligations" and "Survey Allowance".

The works shall be set out by a qualified surveyor. The Contractor shall also ensure that no survey beacons, erf pegs, and bench marks are covered up or disturbed.

After the completion of the Construction and prior to the issue of the Certificate of Completion, the Contractor will supply a Land Surveyor's Certificate, certifying that all pegs have been checked and re-established where necessary. The cost of such a survey will also be for the account of the Contractor.

The Contractor must take into account that the erf pegs along the construction works could and most probably will be damaged, disturbed or removed during normal construction processes and it will be for the Contractor's account to replace and certify such erf pegs as set out above.

PS 13 LOCATION OF SITE CAMP AND MATERIALS STORAGE AREA

The Contractor will establish his site camp and material storage area at a location on Site which is approved by the Project Manager and the Employer.

Before occupying the Site for the execution of this Contract, the Contractor shall submit for the Employer's approval, a proposal for the layout of all his camp and storage areas.

PS 14 ACCOMMODATION OF EMPLOYEES

With the exception of a night watchman, employees may not be housed or accommodated on the site of the Works unless otherwise approved by the Employer.

PS 15 CONTRACT SIGNBOARDS

One (1) Contract Sign Board is required to be erected for this contract. The Sign Board shall be erected to the standards of the Association of Consulting Engineers of Namibia (ACEN) which will be made available to the Contractor after appointment.

PS 16 PROVISION OF SURVEY INSTRUMENTS FOR PM'S REPRESENTATIVE

The Contractor shall provide the Project Manager's representative with a good quality Engineer's level and levelling staff and other survey equipment as may be necessary. The survey equipment shall be maintained in good order and be calibrated at all times.

The Contractor shall provide at his expense two men to assist the Project Manager's representative when checking any section of the Works.

PS 17 SAFETY AND SECURITY ON SITE

PS 17.1 SECURITY

It shall be the responsibility of the Contractor to control access to the site during the execution of the Contract to prevent any unauthorised persons from entering the site.

The Contractor shall provide security guards for this Contract as he deems fit.

PS 17.2 SAFETY

The Contractor shall appoint a Responsible Person as well as an assistant for him and their names shall be forwarded to the Engineer in writing before any work may commence. The Responsible Person shall legally be responsible for all safety on site. No work may be executed on site if neither of these two persons is on site.

The Contractor will be responsible for the safety of his personnel and the site in general at all times. All laws, rules, and regulations including the Machinery and Occupational Safety Act shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public, and equipment.

Deep excavations shall be demarcated with at least excavated ridges as well as danger tape, to be maintained by the Contractor at all times while the trench excavation is open.

PS 17.3 SAFEGUARDING OF EXCAVATIONS

The responsibility of safeguarding of excavations lies entirely with the Contractor. No additional payment will be made for shoring or protecting trenches from collapse. These costs shall be deemed to be included in the rates tendered for excavation.

PS 18 OVERHAUL

All rates tendered for material or excavation shall allow for all hauling to or from the site. For this Contract "free haul" shall therefore continue indefinitely and no overhaul shall be paid, unless otherwise specified.

PS 19 FEATURES REQUIRING SPECIAL ATTENTION**PS 19.1 EXISTING SERVICES**

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

The Contractor will be held responsible for any damage to "known" existing services caused by or arising out of his operations. Existing services will be considered "known" if it is either shown on the construction drawings or shown to the Contractor on site, or deemed to have been obtainable from local authorities and utilities by the reasonable Contractor. The penalty for damage to a "known" existing service will be N\$ 5,000.00 plus the cost of repairing and reinstating such service.

Excavation by hand to expose existing services will be paid under the relevant bill item. The Project Manager to approve the intended extents and evidence of volume excavated to be provided by the Contractor to the Engineer for measurement, verification and payment. No additional payment will be made for temporary protection of services, deemed to be included in the bill rates.

PS 19.2 SITE SUPERVISION AND TESTING

The Contractor shall ensure that sufficient supervisory staff, the required transport, instruments, equipment, and tools are available to control works on site. The Engineer or his representative will NOT act as a supervisor, foreman or surveyor.

All construction activities shall be executed and supervised by suitably qualified and experienced personnel. The responsibility of proving quality of work lies with the Contractor. With the assistance of the Engineer, an acceptable quality assurance system shall be implemented. The Contractor will be required to follow the procedures set by this QA system. Failure to do so will result in the rejection of work constructed in non-compliance with the approved QA system.

PS 19.3 DISPOSAL OF SPOIL OR SURPLUS MATERIAL

All costs related to the disposal of unwanted rubble and waste shall be deemed to be included in the tendered rates and no additional claims in this regard will be considered. Good quality surplus material obtained from on-site excavations and not used as selected fill upon instruction to do so, can be spread within or around the site area upon approval and instruction of the Engineer.

Building rubble and domestic waste shall be removed from site and be dumped at approved municipal waste disposal sites. Burning of any kind of waste on site will not be allowed.

PS 19.4 TRAFFIC CONTROL AND ACCESS TO PROPERTY

The successful Contractor must allow for provision and erection of all necessary barricading and road traffic sign-boarding.

The contractor must take cognisance of the fact that the area to be serviced is built up. All accesses to properties must be maintained. The cost of this to be allowed for in the bill.

PS 19.5 RESTORING SURFACES

All rubbish, tools, tackle, plant, and material must be removed immediately from each section of the work as soon as it is completed. Each completed section of the work is to be left in a neat, tidy, and orderly state.

The Contractor will be held responsible for all damage to existing surfaces, kerbs and channels outside the specified excavation dimensions, and the work has to be restored at his own expense to the satisfaction of the Engineer.

All other surfaces such as ramps and pavements shall be restored by the Contractor at his own expense to the satisfaction of the Engineer.

PS 20 QUALITY CONTROL

It will be the full responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on site. The Engineer shall audit the Contractor's QA system on a regular basis to ensure that adequate independent checks and tests are being carried out and to ensure that the Contractor's own controls are sufficient to identify any possible quality problems which could cause a delay on the programme.

Quality control tests on materials and work executed will be very important on this Contract. Materials not tested and approved will not be allowed on site.

PS 21 COPYRIGHT

All records connected with or referring to the contract in any way shall become the property of the Employer in whom the copyright shall rest.

PS 22 APPLICABLE STANDARDIZED AND GENERAL SPECIFICATIONS

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

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

None of the above standard specifications are included into this document.

The following sections of the SANS 1200 will be applicable to this contract:

SANS 1200 A GENERAL
SANS 1200 C SITE CLEARANCE
SANS 1200 D EARTHWORKS
SANS 1200 DB EARTHWORKS (PIPE TRENCHES)
SANS 1200 GA CONCRETE (SMALL WORKS)
SANS 1200 HA STRUCTURAL STEELWORK
SANS 1200 H STRUCTURAL STEELWORK (SUNDRY ITEMS)
SANS 1200 LB BEDDING (PIPES)
SANS 1200 LD SEWERS
SANS 1200 LF ERF CONNECTIONS (WATER)
SANS 1200 L MEDIUM-PRESSURE PIPE LINES
SANS 1200 LA FITTINGS AND ANCILLARY ITEMS

The following additional SANS codes will also be applicable to this Contract:

SANS 2001-CC1 Construction works – Part CC1: Concrete works (structural)
SANS 2001-CC2 Construction works – Part CC2: Concrete works (minor works)
SANS 2001-CS1 Construction works – Part CS1: Structural Steelwork

5.3 PROJECT AMENDMENTS AND ADDITIONS TO THE STANDARD SPECIFICATIONS (PREFIX PS)

Should any requirements of the Project Specifications conflict with any requirements of the Standardized and/or Particular Specifications in this document, the requirements of the Project Specification described herein shall prevail and take preference.

PSA GENERAL**PSA 1 MATERIALS****PSA 1.1 Quality and Samples: (Clause 3.1)**

All materials proposed by the Contractor shall be tested. The tests, as well as the materials, shall be approved by the Engineer prior to any such materials being built into the Works and all costs involved shall be deemed to be included in the rates tendered.

If required by the Engineer, the Contractor shall deliver samples of materials to be tested to a laboratory indicated by the Engineer. Any materials built in without prior approval by the Engineer may be required to be removed at the Contractor's cost.

PSA 2 PLANT**PSA 2.1 Contractor's Offices, Stores and Services: (Clause 4.1)**

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees off site and to transport them to site. Only the required number of watchmen will be allowed on site overnight and over weekends.

The Contractor will be required to provide his own facilities, for example, a fenced in yard and a shed for storage of all material and plant. The extent of the Contractor's camp shall be restricted to the area allocated by the Engineer. The cost of providing and removal of the fence and shed etc. shall be paid for under provision of facilities on site and removal of site establishment respectively.

Add the following:

The Contractor's attention is drawn to the applicable regulations framed under the Machinery and Occupational Safety Act, 1983 (Act No. 6 of 1983). When working in built-up areas, the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding 85 dB during excavations and other work. Alternatively, he shall, by means of barriers, effectively isolate the source of any noise in order to comply with the said regulations.

The Contractor shall take all reasonable measures to minimise any dust nuisance. The Contractor is also referred to the Environmental Management Plan in this regard.

PSA 3 CONSTRUCTION**PSA 3.1 Protection of Overhead and Underground Services: (Clause 5.2)**

Before commencement of construction the Contractor shall, in conjunction with the relevant authority, determine the exact position on site of all underground services. All such services shall be deemed to be known services. No payment will be made to verify "known" services.

The Contractor shall excavate all existing services by hand to establish their exact position and level.

PSA 3.2 Existing Services

a) General

The location of some existing services is indicated on the drawings but it is, however, not guaranteed that these are all the existing services on the Site. The Contractor must have the positions of services on the drawings confirmed by the service departments. The location of all existing services obtained from the relevant municipal and other departments are shown at their approximate positions on the Drawings. It is the responsibility of the Contractor to find the exact position of existing services. If it is required to relocate or change existing services, the Contractor must inform the Engineer immediately after having determined the location of the service, to enable him to make timeous arrangements with the relevant authorities for the relocation or changes to the service in question. The Contractor shall excavate the necessary trenches to enable the relocation of services by other departments. Having located a service, it shall be considered a known service and the Contractor must keep records of co-ordinated positions of each service. A copy of these records shall be submitted to the Engineer. The Contractor shall take extreme care to avoid damage to such a service as the cost for the repair of such a service will be for the account of the Contractor. The Contractor must furthermore co-operate with the relevant Municipal departments and allow them reasonable access and sufficient space and time to carry out the required work. Sewerage lines shall where and if required, be relocated by the Contractor.

A method has to be developed by the Contractor to search for all existing services with hand excavation. It is suggested that trenches are

formed at intervals across the sidewalk(s) of the street, or the street itself if necessary, to determine the positions of all the services.

The Contractor has to accept liability for the cost to repair known services damaged as a result of his operations, either by his authorised signature, or by admittance to the Engineer, who will confirm such admittance in writing to the Contractor. The Engineer reserves the right to deduct the cost to have such damaged services repaired by the relevant service departments, from payments due to the Contractor. The Contractor is also responsible for the cost of temporary arrangements for water supply if the time needed for repair exceeds 12 hours.

All exposed pipes, cables and appurtenant structures shall be backfilled before nightfall, and if this is not possible, watchmen shall be placed at the exposed services to ensure that the exposed pipe, cable or other service is not damaged or stolen during the night. Should anything be stolen or damaged in this way, the Contractor is also responsible for the cost of the repair and replacement thereof.

Any damage or loss resulting from failure to comply with this Clause will be to the Contractor's account.

b) Encasing of Pipes (Clause 5.4L)

The encasing of pipes, ducts or any other services shall only be done where and when instructed by the Engineer. Class 25 MPa concrete shall be used for all encasings. Measurement and payment shall be done in accordance with Clause 8.2.12 L.

PSA 3.3 Accommodation of Traffic (Clause 8.8.2)

a) General

The Contractor shall ensure that all streets adjacent to or crossing the Site and which are affected by the Works and/or Temporary Works are kept in a safe condition for pedestrians and vehicular traffic.

The Contractor shall organise his work so as to reduce the inconvenience to traffic to a minimum, and no public road or street shall be completely closed without prior approval. If so ordered, the Contractor shall provide suitable bridges at street and driveway crossings where traffic must cross open trenches. The Contractor shall construct temporary accesses to adjacent private properties if necessary to ensure access

The Contractor must protect completed layerworks in order to prevent damage thereto. Any damage caused to completed layerworks shall be for the Contractor's expenses.

The Contractor shall provide and maintain in proper condition all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow the routes of diversion throughout their length. The Contractor shall provide flagmen at all deviations and/or obstructions where deemed necessary by the Engineer.

All signs shall be as shown on the signs and deviation drawings. All traffic signs and the control of traffic shall be in accordance with either the South African (1982) or Namibian Road Traffic Signs Manual.

The Contractor shall liaise and co-operate with the relevant Traffic Authorities and Engineers Representatives wherever the Works affect existing roads. The Contractor shall sign an indemnity clearing the Local Authority, as applicable, from all liabilities in respect of excavations and works on or adjacent to trafficked roads.

PSA 4 SURVEY WORK

PSA 4.1 Setting Out of Works (Clause 5.1.1)

Add the following:

The Contractor shall be responsible for setting out the works. Further, the Contractor shall, prior to commencing with any construction activities, determine all Existing Ground Levels, left, centre and right, and at every stake value. This will be done for roads and sewer lines. Should the Contractor commence with construction without submitting any survey information and/or do not inform the Engineer of any discrepancies between the survey information provided by the Engineer and that of the Contractor, the quantities calculated by the Engineer will be accepted as correct and no claim for additional payment will be accepted due to such discrepancies

No additional payment will be made towards any setting out or survey information required by the Engineer or the Employer.

PSA 5 MEASUREMENT AND PAYMENT

PSA 5.1 Payment:

- a) Fixed-charge and Value Related Items: (Clause 8.2.1)

Replace Sub-Clause 8.2.1 with the following:

"Payment of the fixed charge and value related items will be made in three instalments, as follows:

- i) The first installment, 50% of all items listed under 8.3, in the Schedule of Quantities, will be paid in the first payment certificate after the Contractor has met all his obligations under these items and has made a substantial start with construction in accordance with the approved programme.
- ii) The second installment, 35% of the items stated above, will be paid when the value of the work done reaches one half of the tendered amount, excluding contingencies and price adjustments in terms of Clause 68 of the General Conditions of Contract.
- iii) The third and final installment, 15% of the items stated above, will be paid when the works have been completed and the Contractor has fulfilled all the requirements of the Contract."

These items will be subject to the reduction of retention money as provided for in the contract.

PSA 5.2 Sums Stated Provisionally by the Engineer: (Clause 8.5)

- a) Provisional Sum for Additional Tests Ordered by Engineer:

This provisional sum shall cover the cost of acceptance control tests specifically ordered by the Engineer and executed by an approved commercial laboratory.

PSA 5.3 Existing Services

The unit of measurement to expose existing services or to provide trenches for the relocation thereof, in accordance with Clause PSAA 3.1.1 shall be the cubic metre (m³) of material excavated in accordance with authorised dimensions, measured in place before excavation.

The tendered rate shall include full compensation for the detection, exposure, excavation, backfilling, watering and compaction of the backfill to at least the same density as the in-situ material before excavation. The rate shall also include the proper documentation of the service.

In cases where an exposed service cannot be backfilled before nightfall due to delays thereof by a service department, same shall be properly secured and made safe.

PSA 5.4 Accommodation of Traffic

Payment for this item shall include for all work necessary to comply with this Project Specification. Subject to the provisions of Clauses 8.2.3 and 8.2.4 of SABS 1200 A, payment of incremental amounts (calculated by the division of the tendered sum by the number of months required to complete the site activities for which the relevant sum was tendered) will be authorised in each of the subsequent progress certificates until the sum tendered has been paid. An approved extension of time will qualify the Contractor to receive payment at the monthly rate determined by the above method.

PSA 5.5 Survey

No additional payment will be made for survey and setting out of the Works. The cost of survey is deemed to be included in the Contractor's rates for the different activities.

On completion of the project, prior to the issue of the completion certificate, the contractor shall provide a Land Surveyor's certificate for the replacement of the erf pegs.

PSC SITE CLEARANCE**PSC 1 MATERIALS****PSC 1.1 Disposal of Materials: (Clause 3.1)**

Surplus material obtained from clearing and grubbing shall be disposed of on a site to be found by the Contractor and approved by the Engineer. The site shall be left in a condition that meets with the approval of the Engineer and no material shall be disposed of on the Site of the Works.

PSC 2 CONSTRUCTION**PSC 2.1 Areas to be cleared and Grubbed: (Clause 5.1)**

Where pipes are to be laid, a strip wide enough for the stockpiling of excavated material alongside the trench without the material being contaminated by plant growth, as well as sufficient space for access and delivery of material will be cleared and grubbed.

In all other areas only the actual construction area will be cleared and grubbed.

The following areas are to be cleared and grubbed:

- a) Site

PSC 2.2 Conservation of Topsoil: (Clause 5.6)

The topsoil shall be removed, stockpiled, and re-placed to its original state. There will be no extra payment for this item and the Contractor must allow for this activity in his clearing and grubbing rates

PSC 3 MEASUREMENT AND PAYMENT**PSC 3.1 Clearing and grubbing**

- a) Clear & Grub Site square meter (m²)

PSD EARTHWORKS**PSD 1 MATERIALS****PSD 1.1 Classes of Excavation (Clause 3.1.2)**

The classification "soft", "intermediate", "boulder excavation class A" and "boulder excavation class B" shall not be applicable to this Contract. All material which does not classify as "hard rock excavation" in terms of clause 3.1.2 (c) shall be classified as "soft excavation" for this Contract.

PSD 2 CONSTRUCTION**PSD 2.1 Safeguarding of excavations (Clause 5.1.1.2)**

The Contractor shall be responsible to ensure the safety of all excavations.

PSD 2.2 Disposal (Clause 5.2.2.3)

All excess material shall be disposed of at a site to be found by the Contractor and approved by the Engineer.

PSD 2.3 Free-haul (Clause 5.2.5.1)

The free-haul distance for all earthworks on this Contract shall be unlimited.

PSD 2.4 Overhaul (Clause 5.2.5.2)

No overhaul shall be paid and the transport of all material shall be deemed to be within the free-haul distance.

PSD 3 EXISTING SERVICES (CLAUSE 5.1.2)

Add the following to Clause 5.1.2:

PSD 3.1 Crossing existing roads

Where pipelines cross existing roads backfilling requirements and the reinstatement of tarred surfaces shall be carried out to specification. All kerbs, pavements and stormwater infrastructure shall be reinstated to their original condition.

PSD 4 TOLERANCES**PSD 4.1 Positions, dimensions, levels etc. (Clause 6.1)**

All excavations shall comply with the requirements for finishing to degree 2.

PSD 5 MEASUREMENT AND PAYMENT**PSD 5.1 Basic Principles (Clause 8.1)**

Free-haul shall be unlimited. No overhaul shall be paid.

PSD 5.2 Restricted hand excavation (Clause 8.3.8)

Excavate by hand in soft material to expose existing services and pipeline.

Unit : m³

PSD 5.3 Reinstatement of road surfaces

Payment will be measured per m² of road surface reinstated. No payment for excavations wider than the normal trench width will be made. The rate shall include all backfilling, layerworks and tarring.

PSD 5.4 Reinstatement of kerbs, pavements and stormwater structures

The rate shall include reinstatement of all items, including traffic signs, to their original condition. The reinstatement of kerbs and pavements shall be measured as follows:

- a) Reinstatement of kerbs.....meter (m)
- b) Reinstatement of surfaced roads square meter (m²)
- c) Reinstatement of gravel roads..... square meter (m²)
- d) Reinstatement of gravel sidewalks square meter (m²)

PSDB EARTHWORKS (PIPE TRENCHES)**PSDB 1 MATERIALS****PSDB 1.1 Classes of Excavation (Clause 3.1)**

The provisions of clause PSD 1.1 shall also apply to this clause.

PSDB 1.2 Backfill Materials (Clause 3.5)

Material excavated from trenches may be used as main fill. However, where hard excavation is encountered, such material shall be kept separate from other excavated material and may not be used in the first 300 mm of main fill above the selected fill blanket. The first 300 mm of fill above the selected fill blanket shall meet the requirements of clause 3.5(a).

Where the pipe crosses existing roads crossing will be reinstated using the same layer works detail as specified in PS 4.2 (b).

An asphalt layer will be used to reinstate the surfacing and will be constructed to the same level as the existing surrounding surfacing. Material used to reinstate asphalt layers shall meet the following requirements:

Bituminous binders to be used in all asphalt shall be a 60/70 penetration grade bitumen complying with the latest amendments of SABS 307.

Placing of the asphalt layer shall be preceded by the application of a prime layer comprising 0.75 litres/m² of MSP1. The asphalt layer shall be 40 mm thick and shall be compacted to 95% Marshall Density.

PSDB 2 CONSTRUCTION**PSDB 2.1 General (Clause 5.1.1)**

The Contractor shall be responsible for safeguarding all open trenches and shall indemnify the Engineer and the Client against any loss or damage suffered by any persons resulting from the presence of open trenches and other excavations.

PSDB 2.2 Free Water (Clause 5.1.2)

The inverts of trenches are above the water table. However, trenches may be inundated during the rainy season. No provision has been made for separate payment for dealing with water in trench excavations and this cost shall be included in the unit rate for excavation.

PSDB 2.3 Excavation (Clause 5.4)

The trench excavations shall be carried out to the grades and levels indicated on the drawings.

Trench excavation shall proceed progressively and shall not be carried out further ahead of pipe laying than is required for efficient working.

PSDB 2.4 Trench Bottom (Clause 5.5)

Trenches shall be excavated and trimmed to a depth of not less than 100 mm below the bedding level of pipes as indicated on the pipeline longitudinal sections. These depths shall be maintained for the full width and length of the trench and all stones, rocks or other projections trimmed accordingly.

PSDB 2.5 Backfilling (Clauses 5.6.1 and 5.6.2)

The first 300 mm of main fill above the selected fill blanket shall meet the requirements of Clause 3.5 (a). Above this level the main fill may comprise hard material excavated from the trench.

PSDB 2.6 Disposal of Excavated Material (Clause 5.6.3 and 5.6.4)

Surplus material from the trench excavation shall be disposed at a site to be found by the Contractor and approved by the Engineer.

PSDB 2.7 Deficiency of Backfill Material (Clause 5.6.5)

The free-haul distance shall be unlimited.

PSDB 2.8 Completion of Backfilling (Clause 5.6.6)

The Contractor shall be responsible for settlement of backfill and erosion of the site up to the time the contract maintenance period has expired and he shall fill and level any settlement and/or erosion from time to time, as required by the Engineer and at the Contractor's expense.

The finishing-off of the pipeline surface shall be included in the price for excavation and backfill.

PSDB 2.9 Compaction (Clause 5.7)

- e) Areas not subject to traffic loads shall be compacted to 93% mod AASHTO. (Clause 5.7.1)
- f) Areas subject to traffic loads. (Clause 5.7.2). See PSDB 1.2 above.

PSDB 3 TESTING (CLAUSE 7)

The cost of all quality control tests shall be borne by the Contractor.

PSDB 4 MEASUREMENT AND PAYMENT

PSDB 4.1 Basic Principles (Clause 8.1)

The free-haul distance shall be unlimited.

PSGA CONCRETE (SMALL WORKS)**PSGA-3 MATERIAL****PSGA-3.2 Cement****PSGA-3.2.1 Applicable Specifications**

- Add the following at the end of this clause:

“The SABS approved the European Prestandard (ENV) specifications for Common and Masonry cements and issued these standards as SABS ENV 197-1 and SABS ENV 413-1 respectively for general use. These standard specifications (and specifications directly related thereto) will be applicable to this contract and the reference to the various cements to be used will be based on the descriptions, notations and types as specified therein.

SABS 471, SABS 626 and SABS 831 have however not been withdrawn and are still applicable. SABS ENV 197-1, SABS ENV 197-2, SABS ENV 413-1 and SABS ENV 413-2 shall therefore be deemed to be included wherever reference is made to SABS standard specifications in the project document and on the drawings. In case of conflict, SABS ENV 197-1 and SABS ENV 413-1 will govern.”

PSGA-3.2.2 Storage of cement

- Add the following after the words “...may promote deterioration.” In the second paragraph:

“It is of prime importance that cement to be used shall always be stored in a cool environment.”

PSGA-3.3 Water

- Add the following to this clause:

To limit heat gain in the concrete, the temperature of mixing water must preferably be below 20 °C when added to the concrete mix.

PSGA-3.4 Aggregates**PSGA-3.4.1 Applicable specifications**

Add the following:

The aggregates shall comply with the requirements of SABS 1083. The maximum water absorption of the coarse aggregate shall not exceed 1 % and the flakiness index shall not exceed 25 %. The maximum water demand of the fine aggregate shall be 190 l/m³.

Aggregates to be used in this contract shall be tested in accordance with subsection C-15 of SABS 1083 to determine whether they are potentially alkali-reactive. If they are alkali-

reactive they shall either be replaced with aggregates that are non-reactive or the requirements of PSG-3.2.2.1 in respect of alkali-reactiveness shall apply.

The content of chloride ion in the aggregates shall be determined and shall be within the limits specified in SABS 1083. Test results in this regard shall be submitted to the Engineer.

At tender stage the Contractor shall assure himself by means of tests and test mixes by an accredited laboratory that the fine and coarse aggregates that he intends to use comply with the specification. The tendered rates shall therefore be deemed to allow for the importation of aggregates, if necessary, that do comply with the Specification.

The Contractor shall be responsible for locating the sources of all aggregates.

PSGA-3.4.3 Storage of aggregates

- Add the following additional subclauses:

“(c) the aggregate to be used shall at all times be stored in a cool environment and, if at time of mixing, the ambient temperature exceeds 30 °C, only the coarse aggregate shall be sprayed with water to assist cooling. It is advisable that all aggregate stockpiles be shaded from the sun by means of 80% shade netting.”

The Contractor shall ensure adequate drainage of the coarse aggregate stockpile.

PSGA-3.5 Admixtures

PSGA-3.5.1 Approval of Admixtures Required

The Contractor shall, by way of the information required in sub clause 3.5.1, prove to the satisfaction of the Engineer that proposed admixtures are non-toxic, beneficial and not detrimental to the durability of the concrete.

PSGA-3.5.2 Air-entraining Agents

Air-entraining agents shall not be used.

PSGA-4 PLANT

PSGA-4.5 Formwork

PSGA-4.5.3 Ties

After removal of plastic spacing cones of the extended coil ties from concrete, the openings in the concrete shall be roughened with a mechanical wire brush. Thereafter the openings shall be painted with cement mortar and filled with a non-shrink grout such as "Standard Bedding Grout" by Samson or a similar approved non-toxic product compatible with the chemicals used in the water. The grout filling shall be applied in such a way as to protect the ties against corrosion.

PSGA-5 CONSTRUCTION

PSGA-5.1 Reinforcement

PSGA-5.1.3 Cover

In Sub clause 5.1.3(a) amend the words " ... or stirrup" to read: "bar, secondary reinforcement, tie stirrup, tying-wire knots or wire ends."

Add to Sub clause 5.1.3 : "Tying wire shall not encroach on the specified minimum cover by more than a single strand thickness."

The minimum concrete cover to reinforcement in the reservoir shall be as follows:

-	top reinforcement in roof slab	40 mm
-	bottom reinforcement in floor slab	40 mm
-	stirrups in roof ring beam	40 mm
-	all other reinforcement	40 mm

Unless otherwise approved by the Engineer, the cover blocks shall be manufactured from concrete of grade, durability, density and impermeability at least equal to that specified for the respective elements except that 12 mm stone instead of 19 mm stone shall be used. The size of the cover blocks shall be 60 mm x 60 mm, with a thickness equal to the specified cover. Wires shall be cast into the blocks to enable them to be fixed to the reinforcement. The wires shall be fully galvanised Class A as per SABS 675 - 1993. The wires shall be carefully held in position while the concrete is setting to ensure that all the wires are inserted to a uniform and consistent depth of 50 % of the thickness of the cover block for all the cover blocks. The concrete shall be thoroughly compacted by means of a vibrator or vibratory table and the blocks shall be protected against early drying and shrinkage due to sun and wind, by being kept continually wet while still in the mould. After the blocks have been removed from the mould they shall be kept in water continuously until being used, and this period shall not be less than 14 days.

submitted to **A proper mix design for concrete in cover blocks shall be the Engineer for approval.**

PSGA-5.1.4 Splicing

Splice lengths shall not be less than 40 diameters of the reinforcement diameter. Where applicable in water-retaining structures, splices shall be staggered so that they are evenly spread throughout the structure.

PSGA-5.2 Formwork

PSGA-5.2.1 Classification of finishes

- Add the following additional subsubclauses to subclause (c):

(i) Special off-shutter finish

Special off-shutter formwork shall produce a finish that will comply with the requirements of degree of accuracy I according to SABS 1200 G clause 6.2. For this contract the special off-shutter finish is applicable to all visible concrete.

Formwork for all classes of finish shall be made of steel panels. Small approved laminated wooden board inserts to steel framed panels may only be used in confined places and the use thereof will be subject to approval by the Engineer. The panels shall be free from rust, ridges, fins, bulges, imperfections, irregularities, chips and holes. The concrete surface shall be smooth and free from irregularities, bulges, ridges, imperfections, air bubbles, honeycomb or surface discolouration. Grout checks shall be used at all construction joints and chamfers at all corners.

Joints between panels shall be sealed tightly to prevent local honeycombing or leaching of concrete. Joints between panels shall form straight horizontal and vertical lines which shall be spaced evenly on the formed concrete surface, and shall be even and smooth and require minimal or no finishing. The layout of all formwork panels and construction joints shall be discussed with the Engineer before application and shall be approved in writing prior to erection of formwork.

(iii) Top of wet sump floor

The top of the wall footing and the floor slab shall have a steel-floated or power-floated finish. Ditto for floor slab of the divider box.

(iv) Top of divider wall slabs

The top of the divider walls in the wet sump shall have a steel-floated finish.

(vi) Visible corners

All visible corners shall have a 25 mm x 25 mm chamfer.

PSGA-5.2.5 Removal of formwork

Add the following to subclause 5.2.5.2:

Formwork for PFA concrete shall remain in place after placing of the concrete as indicated in Table 2 for Portland Blastfurnace cement.

PSGA-5.5 ConcretePSGA-5.5.1 QualityPSGA-5.5.1.3 Workability

The workability range for all concrete (slump) shall be between 60 and 100 mm.

PSGA-5.5.1.5 Durability

The maximum ratio of water to cementitious material shall be 0,5.

PSGA-5.5.1.7 Strength concrete

- (a) Due to the design approach and assumptions adopted for this contract, it is of the utmost importance that good strength concrete with consistent quality and composition is used throughout. All possible measures to limit shrinkage shall be applied.
- (b) In addition to the requirement that the Contractor design the mixes to the specified strengths, the cementitious material content shall be such as not to cause alkali-aggregate reaction and shall not exceed 380 kg/m³ for 30 MPa/19 mm concrete or 460 kg/m³ for 40 MPa/19 mm concrete.
- (c) All concrete shall be based on designed mixes. Trial mixes shall be made by an approved laboratory with suitable experience in the design of concrete mixes and mix designs and cube results submitted to the Engineer.

PSGA-5.5.3 MixingPSGA-5.5.3.2 Ready-mixed concrete

The use of ready-mixed concrete for this contract shall be permitted provided that it complies with the requirements of this specification. Test results obtained by such a production facility shall not be regarded as part of the quality control system, and the Contractor shall take his own samples of concrete on site and have them tested in accordance with clause 7 of SANS 1200 G and Clause PSG-7.1.2.

PSGA-5.5.5 Placing

PSGA-5.5.5.1 Add the following to subclause 5.5.5.1:

The Contractor shall give the Engineer at least 48 hours notice of his intention to cast concrete.

PSGA-5.5.5.5 Add the following to subclause 5.5.5.5:

Concrete shall not be allowed to fall freely through a height of more than 2,4 m.

PSGA-5.5.5.10 Additional subclause after subclause 5.5.5.9

No kickers in walls or columns will be allowed.

PSGA-5.5.7 Construction Joints

PSGA-5.5.7.1 Add the following to subclause 5.5.7.1:

Before construction work commences the Contractor shall indicate on the drawings his proposal for positioning construction joints and submit these to the Engineer for his comment and approval.

PSGA-5.5.8 Curing and protection

Replace this clause with the following: Unless otherwise approved by the Engineer, curing shall be done as follows:

(a) Floor and roof slabs

Floors and roof slabs and wall footings shall be covered with a layer of clean river sand, 20 mm to 25 mm thick, which shall be kept moist by means of an irrigation type mist spraying system as specified below. The sand shall be applied after the specified surface finishing has been completed and the concrete has gained sufficient strength to prevent any damage to the surface, but not more than 24 hours after the concrete has been cast. If the concrete is exposed to thermal shocks like high temperatures and/or dry, warm winds before the sand can be applied, the concrete shall be protected with approved plastic sheets that comply with the requirements as specified below until the concrete surface can be covered with sand.

(d) Wall of pump station

Both sides of the wall shall be kept moist by means of an irrigation type mist spraying system as specified below. Sprayers shall be spaced at such intervals to ensure that the whole concrete face is wetted. Curing shall commence the day after concrete has been cast and shall continue for at least 10 days. If formwork is to remain in position (e.g. to support subsequent lifts), it shall be loosened as soon as the concrete has gained sufficient strength (usually within a day) to allow curing water to thoroughly wet the surfaces of the concrete.

(e) Irrigation type mist spraying system

The irrigation type mist spraying system shall be controlled by an automatic timer with the capacity to activate the system for any chosen time period at any chosen time intervals, such that curing will be continuous over week-ends, public holidays and builder's holidays. Sprayers shall be spaced at such intervals as to ensure that the whole area of concrete is wetted. The design of the system shall be submitted to the Engineer for his perusal. Should the existing water pressure on site be insufficient, a pump should be installed to operate the mist spraying system. The Contractor shall allow therefore in his tendered rates and prices.

(f) Determination of intervals and duration of application of water

The duration of water application and the intervals of application will be determined on site by the Engineer, and shall be such as to prevent the concrete from drying out. The duration and intervals shall be adjusted to allow for adverse conditions such as high temperatures and/or dry, windy conditions.

(g) Plastic sheets and tubes

Plastic sheets and tubes used for curing shall be waterproof and may not be torn or be otherwise discontinuous. It shall be white or light-coloured. Black or other dark coloured plastic sheets will not be allowed under any circumstances. Sheets and tubes shall be held down or fixed securely to the elements being cured and joints in sheets shall be taped to prevent loss of moisture from the concrete. Care shall be exercised to prevent staining of exposed concrete.

(h) Duration of curing

The curing period shall be at least 10 days.

(i) General

Notwithstanding the preceding specifications, the Contractor shall also ensure that the concrete shall not be exposed to thermal shocks during the first 28 days after casting and he shall take the necessary, additional precautionary measures to shield the concrete with plastic sheets or hessian during extreme warm, cold, dry or windy weather conditions. Hessian shall be wetted should the conditions necessitate this. Curing shall be done in such a manner as not to cause staining, contamination or marring of the surface of the concrete.

The Contractor shall take the necessary precautions to prevent water used for curing from penetrating the soil underneath or adjacent to the structures. The water shall be drained away effectively as soon as possible to prevent any ponding.

PSGA-5.5.9 Adverse weather conditions

PSGA-5.5.9.2 Replace the first sentence with the following:

The temperature of the concrete when deposited shall not be allowed to exceed 25 °C.

PSGA-5.5.10 Concrete Surfaces

PSGA-5.5.10.2 Add the following to subclause 5.5.10.2:

(a) Wood-floated Finish

When a wood-floated finish is specified, the surface shall first be treated as specified in subclause 5.5.10.1, and after the concrete has hardened sufficiently, it shall be floated to a uniform surface free from trowel marks with a wood float. The levelled surface shall be wood-floated either by hand or by machine only, to remove trowel marks.

(b) Steel-floated Finish

When a steel-floated finish is specified, the surface shall be treated as specified for a wood-floated finish above, except that when the bleed water has disappeared and the concrete has hardened sufficiently to prevent the migration of concrete foam to the surface, the levelled surface shall be floated with a steel trowel on which a firm uniform pressure shall be applied to provide a dense, smooth, uniform surface free from trowel marks.

(c) Power-floated Finish

When a power-floated finish is specified, the surface shall be treated as specified for a wood-floated finish above, except that the levelled concrete surface shall be power-floated to provide a dense, smooth, uniform surface of high quality free from trowel marks.

PSGA-5.5.11 Watertight Concrete

Add the following to this clause:

All water-retaining structures and valve chambers built under this contract shall be watertight without the addition of supplementary cement plaster, coatings or membranes. Ensuring water-tightness is the exclusive responsibility of the Contractor and he shall take all the measures deemed necessary to achieve this. All remedial work that has to be undertaken to ensure water-tightness shall be for the Contractor's own account. Refer also to the relevant payment clause in this regard.

PSGA-5.5.14 Defects

PSGA-5.5.14.1 Add the following to subclause 5.5.14.1:

The method of repair of defects in the concrete shall be by first applying an approved cement-based, epoxy-modified anti-corrosion and bonding agent like SikaTop-Armatec110 EpoCem by Sika to the prepared surface, followed by an approved one-component, non-sag, cement based patching and repair mortar like SikaRep LW by Sika. All products shall be applied strictly in accordance with the manufacturer's specification or such other methods as may be acceptable to the Engineer. All repair materials shall be equivalent to concrete in respect of thermal properties and structural elasticity. Such repairs will only be allowed after the defects were inspected by the Engineer and his written approval has been obtained.

PSGA-6 **TOLERANCES****PSGA-6.2** **Permissible deviations****PSGA-6.2.3** Specified PDs

Replace the permissible deviation for cover to reinforcement (item (a)3)) with -0 +5 mm irrespective of the Degree of Accuracy.

PSGA-7 **TESTS****PSGA-7.1** **Facilities and frequency of sampling****PSGA-7.1.2** Frequency of sampling

PSGA-7.1.2.1 Replace this clause with the following:

“Subject to the requirements of 7.1.2.4, while concrete of a particular grade and in sufficient quantity is being placed under the same conditions, sets of samples (each sample, as defined in 2.3(b), being sufficient for four cubes) shall be taken until 30 valid test results have been obtained.

The sets of samples shall be taken in accordance with SABS Method 861 as close as is practicable to the start of placing and at appropriate intervals after that, or from one particular batch and then from subsequent batches chosen at appropriate intervals.”

PSGA-7.2 **Testing****PSGA-7.2.1** General

- Add the following:

The Contractor shall allow in his tendered rates for all the costs for quality or process control testing.

PSGA-7.2.4 Early-strengths Testing

- Add the following to this clause:

Of each sample of four cubes, one cube shall be tested at 7 days and the remaining three cubes at 28 days.

PSGA-8 **MEASUREMENT AND PAYMENT**

PSGA-8.1 **Measurement and rates**

PSGA-8.1.2 Reinforcement

PSGA- 8.1.2.2 Replace subparagraph (a) with the following:

“The mass of steel bars will be measured as the total mass of the steel, irrespective of diameters.”

PSGA-8.1.2.3(a)

- Delete the words “nominal size 25 mm” in the first line of this subparagraph
- Delete subparagraph (b)

PSGA-8.1.4 Casting in of pipes and specials (Additional clause)

under this
Quantities.
casting in
positioned prior to

No separate items will be scheduled for building in items supplied under this Contract except for those specially measured in the Schedule of Quantities. The relevant rates for supply and installation shall cover the cost for the items supplied under this Contract whether the items are positioned prior to construction or subsequently placed in blocked-out holes.

PSL MEDIUM PRESSURE PIPELINES**PSL 1 MATERIALS****PSL 1.1 GENERAL (Clause 3.1)**

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

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

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

PSL 1.2 PIPES

- g) Pressure pipes used shall be uPVC Class 9 and Class 12
- h) Sewer pipes used shall be for diameters 160 mm and smaller – uPVC (minimum hoop strength 400 kPa)

PSL 1.3 VALVES

The following shall apply to valves:

- i) Gate Valves will be resilient seal gate valves
- j) Valves will close clockwise
- k) Valves will have a non-rising spindle, and fitted with a cap top
- l) Valves to be class 16 (PN16) valves and gate valves will comply with the requirements of SABS 664:1974
- m) Flanged valves will be drilled to the nominal pressure class of BS 4504 table 10 or SABS 1123, table 1000-3
- n) Valves will all receive an electrostatic epoxy powder coating as surface protection - internal and external.
- o) Butterfly valves shall be wafer type valves and will be gearbox operated with fully replaceable seats.
- p) All valves shall receive a body pressure test in the factory to 1,5 x the working pressure of the valve. All valves shall be accompanied by a test certificate. No valves will be accepted without such a certificate.

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

PSL 1.4 PIPES OF NOMINAL BORE UP TO 150 MM (Clause 3.4.2)

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

PSL 1.5 JOINTING MATERIALS

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

q) Flexible Couplings (Clause 3.8.2)

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

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

The use of flexible stepped couplings will not be permitted.

r) Flanges and accessories (Clause 3.8.3)

All flanges, not jointing to existing flanges, shall be drilled in accordance with SABS 1123 Table 1000/3. The type, drilling pattern and sizes of flanges jointing to existing flanges shall match those of the existing flanges and shall be determined on Site. It is the responsibility of the Contractor to ensure the correct fit of all new flanges where they are jointed to existing flanges.

s) Loose flanges (Clause 3.8.4)

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

t) Existing pipelines, flanges and fittings

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

PSL 1.6 QUALITY CONTROL

An independent inspector shall be appointed to carry out factory quality control tests during the manufacture and corrosion protection of steel pipes and specials. This shall cover welding, dimensional tolerances, surface preparation and coating procedures. A report from the independent inspector shall accompany all pipes and specials delivered to site.

The Contractor shall make available on site equipment to test for coating thickness. Tests shall be conducted on site under the supervision of the Engineer.

PSL 1.7 PROTECTION OF PIPES IN CONTACT WITH SOIL

All steel pipes, fittings and specials in contact with soil shall over and above the protection as described above be protected with "DENSO" tape and/or mastic or approved similar. Application shall be strictly in accordance with the manufacturer's instructions. A polyethylene tape of 300 microns minimum shall be spirally wrapped over the petrolatum tape and fixed to the clean pipe ends with pressure sensitive tape.

PSL 1.8 JOINTS, NUTS, BOLTS AND WASHERS (CLAUSE 3.9.5)

All nuts, bolts and washers shall be cadmium coated or hot dip galvanised. These items are not measured separately and shall be deemed to be included in the cost of jointing.

PSL 2 CONSTRUCTION

PSL 2.1 LAYING (Clause 5.1)

Vertical and horizontal deflections indicated on the drawings may be taken up by deflecting joints to the maximum allowed for the type and size of pipe in accordance with the manufacturer's instructions. These deflections will only be allowed at the positions indicated on the drawings and to the vertical and horizontal alignments given.

Bends shall be installed true to line, level and deflection and shall be anchored in concrete as indicated to counteract thrust. Tees for air valves and scours shall be constructed in accordance with the drawings.

PSL 2.2 KEEPING PIPELINES CLEAN (Clause 5.1.3)

The interior surfaces of all pipes, specials, valves and fittings shall at all times be kept free from dust, silt, foreign matter and access for rodents, animals and birds shall be prevented. Pipes and specials shall not be used as shelters by staff or for the storage of garments, tools, materials, food containers or similar goods. Particular care shall be exercised at all times to prevent facial contamination of pipe interiors by staff, casual visitors or passersby.

The Contractor shall at his own expense make good any damage to valves and fittings or clogging of off-takes or malfunctioning of fittings which result from his failure to keep the pipeline in a thoroughly clean condition.

Metal night-caps shall be used to close off all ends of each laid section of pipeline when work is stopped at the end of the day or for longer periods and shall be left on the ends of sections of completed pipework until such sections

are tied-in with the remainder of the completed pipeline. The night-caps shall consist of a steel plate welded into a half coupling which must be provided with a sufficient number of lugs to secure the ring and gasket and shall be strong enough to withstand external water and earth pressure in the event of flooding or collapse of earth and the joint shall be watertight.

The Contractor shall also, at his own expense, blank-off all air valve, scour valve and off-take tees with 3 mm thick blank flanges which shall be fixed to plain ended tee branches by half couplings welded to the blank flanges. These shall be watertight and shall not be removed until the valves or other fittings are about to be fitted.

Notwithstanding the use of night-caps the Contractor shall at his own expense make good all damage to pipe linings and fittings caused by the ingress of dirty water, silt, sand, debris, vermin, insects and other foreign matter. The Contractor shall at his own expense and to the satisfaction of the Engineer clean the interior of the pipeline of such contaminants.

PSL 2.3 JOINTING METHODS (Clause 5.2)

All flanges shall be installed with bolt holes off-centre and symmetrically off-set from the vertical centre line of the flange. Flanges shall be installed truly square to the axis of the pipe.

The Contractor shall ensure that the correct jointing materials, i.e. gaskets, bolts and nuts are available when required. Only correct diameters and lengths of bolts and studs shall be used. Flat washers shall be used under all nuts. The length of bolts and studs shall be such that at least two threads and not more than four threads protrude from the nut when fully tightened. The threads of bolts, studs and nuts shall be thoroughly cleaned and then coated with a graphite/grease compound immediately prior to assembly.

Flanged fittings shall be so installed that there are no stresses induced into the pipework, specials or fittings by forcing ill-fitting units into position or by bolting up flanges with faces not uniformly in contact with their gaskets over their whole faces.

PSL 2.4 SETTING OF VALVES, SPECIALS AND FITTINGS (Clause 5.3)

Valves and meters requiring special adjustment after installation shall be adjusted and commissioned by the respective suppliers or agents after installation. The Contractor, however, carries the responsibility to ensure that all components supplied and installed under the Contract meet all the performance requirements.

PSL 3 MISCELLANEOUS (NEW CLAUSE)

PSL 3.1 TRANSPORT, HANDLING AND STORAGE OF PIPES, SPECIALS AND FITTINGS

The Contractor shall be responsible for the receipt, off-loading, safe storage and/or stringing and safe guarding of all materials delivered to Site. The Engineer shall be afforded every opportunity of inspecting such materials on their arrival at Site prior to them being off-loaded. If their condition is unacceptable to the Engineer on arrival, the Contractor shall remove them forthwith from the Site and replace such materials at his own cost and to the satisfaction of the Engineer.

Pipes and specials shall only be transported on properly constructed or adapted vehicles containing correctly shaped and padded cradles or with strong, sawdust filled bags separating pipes and vehicle body as well as individual pipes from each other.

Pipes, specials and fittings shall not be subjected to rough handling at any time. Under no circumstances shall same be dropped during loading or off-loading or be allowed to collide with each other.

Pipes shall generally be distributed and stored as close as possible to the laying position in order to minimise double handling. Where pipes are strung alongside the trench, they should be placed on the side away from excavated material.

Where pipes, specials and fittings are to be stockpiled in bulk storage yards, the Contractor shall make his own arrangements for a suitable area which shall meet with the Engineer's approval. The stockpiling area shall be adequately fenced and protected by a lockable gate and a watchman shall be maintained at all times.

Pipes and specials shall be strung or stockpiled on level, well drained ground in a manner such that they will not be in contact with the ground, tree stumps, or other sharp objects and all vegetation and other combustible material shall be completely removed to at least five (5) metres from the nearest pipe or special.

Pipes may be strung on soft sand mounds which support the pipe at one third pipe lengths to maintain it clear of the ground.

Each class and size of pipe shall be stored separately in its own stockpile.

All rubber rings or other materials which will deteriorate under the action of sunlight, ozone or inclement weather, shall be stored in permanent shade in lockable weatherproof sheds. Welding and the running of welding machines and electric machinery shall not be permitted in or near places where rubber

or plastic products are stored and care shall be taken at all times to prevent contamination of these products by oil or other petroleum derived solvents.

Valves shall be stored in orderly groups on prepared floors to prevent damage, distortion or corrosion of flanges or working parts. All metal valves may be stored in the open but full protection shall be afforded to valves with non-metallic seals or working parts. Under no circumstances shall valves be stored in direct contact with the ground.

PSL 3.2 THRUST BLOCKS

Before any thrust block is cast, the pipe special or fitting shall be supported and secured in its correct alignment and shall be jointed to the adjacent pipework.

Concrete faces of thrust blocks shall be a minimum of 225mm from flanges and 300mm from flexible coupling centres. The bearing face of thrust blocks shall be cast against undisturbed soil or rock.

PSL 3.3 FINAL PAINTING

After successful hydrostatic testing of the pipeline and after completion of all construction work under this contract all external steel pipe surfaces, fittings and valves shall be prepared and painted as directed by the Engineer on site. The cost of final painting shall be included in the cost of the supply and installation of the items to be painted.

PSL 3.4 PROTECTION DURING THE RAINY SEASON

The backfilling of the trench shall follow closely on the pipe laying operation, particularly in the rainy season, to avoid the pipeline floating should water enter the open trench.

Placing of the selected fill blanket in the rainy season should never lag behind the pipe laying operation and all exposed pipes should be backfilled before stopping work at the end of the day.

It is the Contractor's responsibility to ensure that the pipeline is adequately protected against flotation. Should the laid pipes be disturbed in any way, the Contractor shall remove all backfill material covering the pipe as well as the affected pipes and bedding material. Relaying of the pipes shall thus commence with replacing and re-compacting the pipe bedding.

PSL 3.5 INSTALLATION OF VALVES

The Contractor shall ensure that all fittings and Tee-pieces that are to be installed are delivered together with the pipes. Under no circumstances will the Contractor be allowed to leave a gap in the main pipeline in order to install any fittings at a later stage.

Pipeline markers shall be installed at all horizontal changes in pipe direction. Along straight lengths of pipe, they shall be installed every 200 metres.

PSL 4 TESTING

PSL 4.1 STANDARD HYDRAULIC PIPE TEST (Clause 7.3.1)

In addition to the requirements of Clause 7.3.1 the requirements below will also apply. The requirements given below shall replace any requirements of Clause 7.3.1 where applicable.

Pipelines shall be hydrostatically tested as pipelaying proceeds and after installation of all valves, specials and fittings.

The Contractor shall be responsible for providing all water required for testing and the cost shall be included in the cost for testing, the source of which shall be subject to approval by the Engineer. The Contractor shall supply and install a water meter for this purpose.

The Contractor shall submit his proposals for the length of pipeline to be tested in one operation to the Engineer for approval. This shall include the proposed pressure to be used in each section tested.

Where the method of testing varies from this specification in any way, the Contractor shall submit a detailed method statement to the Engineer and no test shall proceed before approval of such method statement by the Engineer.

Test pressures shall be as indicated by the Engineer. Test pressures shall generally be 1,5 times the pipeline design pressure but shall be not less than 6 bar.

The state of valves during the test shall be as follows:

- u) in-line isolating valves open, except where used to isolate a test length
- v) scour isolating valves closed
- w) air valve isolating valves open
- x) by-pass isolating valves to in-line isolating valves and reflux-valves closed.

The Contractor shall be permitted to test against a closed inline isolating valve. He should bear in mind however that valve gates and seals are not expected to close drop tight at differential pressures exceeding the design pressure of the valve. Design pressures of valves shall be 1,25 times pipeline design pressure. No relaxation of specified leakage rates shall be permitted due to leaks past gates, blades or seals of isolating valves.

- y) Method of testing:

The Contractor shall provide an approved test pump, an accurate water meter, sealed pressure gauges and autographic pressure recorder, tested

and certified by an independent testing organisation, and all other equipment, materials and labour required for the test.

The section of pipeline to be tested shall be clean and closed off at the ends by isolating valves, end caps or approved end-closure pieces. Free ends shall be firmly strutted against solid supports or thrust blocks designed to withstand safely two (2) times the calculated end thrust under maximum test pressure. It shall be incumbent on the Contractor to establish the need for blank flanges on isolating valve flanges in order to limit leakage rates past gates, blades and seals.

Testing water may be introduced at any air valve within the portion of the pipeline under test. A test manifold shall be placed between the selected air valve and its isolating valve. The manifold shall be provided with three branches, each fitted with drop-tight valves. The main branch shall be sized to suit the Contractor's test pump connection. The two smaller branches shall not be less than 12mm nominal bore fitted with heavy duty needle valves and reducers to suit pressure gauge connections. A data logger that records both flow and pressure shall be connected to each of the small branches. A water meter carrying a valid calibration certificate shall be installed between the pump and test manifold. The Contractor shall accurately determine the reduced level at the data logger connection point. The Contractor shall also record the reduced level of the highest and lowest invert level of the section under test.

The section of pipeline to be tested shall be slowly filled with clean water of quality to the Engineer's approval, great care being exercised to remove all air from the pipeline. The section of pipeline under test shall be completely filled with water and kept full for not less than two (2) days.

During this initial filling stage, the pipeline joints and all specials, fittings and valves shall be visually inspected for visible leaks and same rectified before proceeding with the test.

After the specified absorption period and with the pipeline full of water, the data logger shall be put into operation at least fifteen (15) minutes before pressurisation of the pipeline commences. Water shall be added until the required test pressure is reached whereupon the valve on the test manifold shall be closed and sealed. The reading on the water meter shall be recorded.

The pressure shall be maintained for one hour and if a pressure drop occurs, more water shall be added to reinstate the test pressure and the valve closed again. The quantity of water added shall be measured by recording the readings before and after pumping. This procedure shall be repeated for a period of 24 hours, with water added at hourly intervals where necessary to reinstate pressure and water meter readings recorded. At the end of the 24 hours period, the aggregate quantity of water required to reinstate pressure over 24 hours shall be determined.

The Contractor shall give the Engineer 48 hours written notice of his intention to commence pressure testing and the Engineer may attend and supervise all or any part of tests. All records and recording graphs shall be handed to the Engineer as soon as tests over any section have been completed.

All valves, specials fittings and exposed joints, shall be inspected visually during the 24 hours pipeline test and all visible signs of leaks, sweating and distress shall be reported and attended to without delay.

z) Remedial measures:

Should the maximum leakage limits as specified be exceeded, the Contractor shall determine the position and cause of the leaks and shall take remedial measures at his own expense and to the satisfaction of the Engineer to stop such leaks and ensure the specified degree of watertightness.

If during the contract period of maintenance, the number of leaks and other defects is considered by the Engineer to be more than what could reasonably be expected from a well laid pipeline operating under normal conditions, he may order the Contractor to re-test parts or the whole of the pipeline at the Contractor's own expense and no claims for escalation in costs will be considered.

The Contractor shall be responsible for the repair of all pipe breakages that occur during hydrostatic testing of the pipeline and commissioning of control systems. The cost of the repair shall be borne by the Contractor.

PSL 5 MEASUREMENT AND PAYMENT (CLAUSE 8)

PSL 5.1 SCHEDULED ITEMS (Clause 8.2)

aa) Supply, lay and bed pipes complete with couplings (Clause 8.2.1) Add the following:

The rates shall also cover the costs for the complete corrosion protection of steel pipes and fittings as specified in PSL-1, including Denso

wrapping where applicable. The corrosion protection shall not be measured separately.

The Contractor shall ensure that he has sufficient spare pipes and couplings for his own use if required during pipeline testing and commissioning.

The rates shall cover the supply and installation of all bolts, nuts, washers and gaskets.

bb) Testing

No extra payment will be made for testing of pipelines.

cc) Anchor Blocks / Thrust Blocks and Pedestals (Clause 8.2.11)

Insert "concrete" before "and" in the last line of the last paragraph.

PSLA FITTINGS AND ANCILLARY ITEMS**PSLA 1 PIPEWORK****PSLA 1.1 General**

The general arrangement of pipes and specials shall be as shown on the drawing. Pipes and fitting flanges to be in accordance with SABS 1123, table 1000-3

PSLA 1.2 Bend and Branches

Bend and branches to be gusseted.

PSLA 1.3 Flanges

Flanges shall conform to SABS 1123 (1000/3) unless otherwise specified. All flanges shall be completed with bolts, nuts, washers and gaskets which are measured separately.

Flanges mating to the water meter shall be drilled to SABS 1123 Table 1600.

PSLA 1.4 The water is expected to be mildly corrosive.

All buried steel pipes and fittings shall be wrapped with Denso Tape. All bolts and flanges to be packed with Denso mastic and then covered with Denso Tape. A polyethylene tape of 300 microns minimum shall be spirally wrapped over the petrolatum tape and fixed to the clean pipe ends with pressure sensitive tape.

PSLA 2 BUTTERFLY VALVES

Butterfly valves shall be of the wafer type suitable for installation between two flanges and shall close clockwise.

The materials shall be:

Make : COMPACT or similar and approved by Engineer

Body : Cast iron with nitrile rubber liner

Disk : Spherical graphite with nylon coating

Shaft : Stainless steel with shaft mounted replaceable O-rings

Gearbox : Weatherproof with spoken hand wheel. Gear ratio: 30:1 minimum

PSLA 3 RESILIENT SEAL GATE VALVES

Resilient seal valves shall be of the flanged type and shall close clockwise.

The materials shall be:

Make : COMPACT or similar and approved by Engineer

Body, Bonnet, Gate : Spherical graphite iron SABS 936 Grade 42

Spindle : Stainless steel

PSLA 4 BALL ISOLATING VALVES

To be equal to Itap

PSLA 5 VIKING JOHNSON FLANGE ADAPTERS

Viking Johnson type flange adapters to be equal to Klamflex or similar and approved by Engineer and are to be provided as shown. The tie rods are to be secured to weld-on restraining flanges being part of the pipework. Four nuts per tie rod shall be provided one at each side of the flange and one at each side of the restraining flange. The number and size of the tie rods to be based on the design water pressure and approved by the Engineer.

PSLA 6 NUTS, BLOTS AND GASKETS

All nuts shall receive a washer. The bolt assembly material shall be hot dipped galvanised (Zinc).

PSLA 7 BUTTERFLY VALVE

dd) Butterfly valve with actuator for location at ch 0.

For the butterfly valve also see description at PSLA 2.

The actuators must be controlled by the MAG 3100, see above item PSLA 8.1, programmable percentage of the closing rate at the valve must be integrated.

Type DREHMO-MATIC-C or equal, power supply to actuator from point in building with 30 m – 100 mm dia uPVC sleeve pipe and a pilot cable from the actuator in the chamber at ch 0 into the existing building.

All interconnections for complete working system.

PSLA 7 ALTERNATIVE OFFERS

Any alternative offers shall be priced separately and full specification sheets to be submitted with the tender.

PSLB BEDDING (PIPES)**PSLB 1 DEFINITIONS**

Main fill (Sub clause 2.3)

Delete "150 mm" in line and substitute "300 mm:".

PSLB 2 MATERIALS**PSLB 2.1 SELECTION (Clause 3.4.2)**

It is the Contractor's responsibility to find suitable sources of selected granular and selected fill material.

Suitable material excavated from trenches can be used for bedding material. Otherwise bedding material shall be transported from borrowpits or commercial sources. Only one payment item has been included for selected granular material and one for selected fill material, irrespective of the source.

The free-haul distance for obtaining material for bedding shall be unlimited.

PSLB 3 CONSTRUCTION**PSLB 3.1 DETAILS OF BEDDING (Clause 5.1.2)**

Pipe bedding shall be in accordance with the bedding for flexible pipes Drawing LB-2.

PSLB 3.2 PLACING (Clause 5.1.3)

Placing and compaction of the pipe bedding shall be regarded as the most critical phase of the backfilling operation. Backfilling beyond the bedding cradle and thereafter the selected fill blanket shall only proceed after approval by the Engineer.

As soon as possible after trench bottoms have been passed by the Engineer, compacted material forming the bedding cradle shall be placed and trimmed to the required grade and level over the full width of the trench. Before laying the pipe, bell-holes for the couplings shall be excavated to ensure that the pipe is supported on the trench bottom over its full length and not on the coupling. The bell-hole shall be deep enough so that the coupling is at least 50 mm from the trench bottom. Under no circumstances may bricks, stones or pieces of timber be used for supporting pipes in the trench.

Bedding material shall be placed and compacted evenly on both sides of the pipe. The method adopted shall be subject to the Engineer's approval. Whatever method is adopted and approved, great care shall be exercised at all times to prevent damage to the pipe or disturbance of the pipe level and grade. The top of the completed bedding shall form a level surface completely filling

the space between the pipe and trench walls, including any cavities that might exist in the trench walls.

Compaction shall be in layers not exceeding 150 mm measured in the loose and watered to optimum moisture content and compacted to 93% of modified AASHTO maximum density. Particular care shall be taken to compact the material in the "wedges" formed by the curvature of pipe bottoms.

The Contractor may use his discretion as to whether he will backfill around joints before the pipeline is hydrostatically tested. The Contractor shall be responsible for the location and repair of any leaks on the pipeline under hydrostatic test and no extra payment will be made for any re-excavation and subsequent reinstatement which may be necessary to locate and remedy leaks. Should the Contractor elect to leave joint holes open until after the hydrostatic test, he shall provide at his own expense effective and approved barricades and fences around each hole for the protection of persons and animals. In built-up areas, barricades shall be clearly marked at night time with red warning lights.

PSLB 4 TOLERANCES

PSLB 4.1 MOISTURE CONTENT AND DENSITY (Clause 6.1)

Degree of accuracy II shall be applicable to bedding material.

PSLB 5 MEASUREMENT AND PAYMENT

PSLB 5.1 PRINCIPLES (Clause 8.1)

PSLB 5.2 Volume of Bedding Material (Clause 8.1.3)

Add the following to Clause 8.1.3

- c) The area of the pipe will be subtracted from the area of the trench in the calculation of the volume of bedding.

PSLB 5.3 FREE-HAUL DISTANCE (Clause 8.1.6)

The free-haul distance for acquiring bedding material shall be unlimited.

PSLD SEWERS**PSLD 1 MATERIALS****PSLD 1.1 Bedding (Clause 3.4)**

All pipes shall be laid on flexible bedding in accordance with SABS 1200 LB.

PSLD 1.2 Manholes, Chambers, etc. (Clause 3.5)

d) Concrete: (Clause 3.5.4)

Manholes are to be cast in situ in accordance with the detail drawings.

Concrete strength shall be 25 MPa.

PSLD 2 TESTING**PSLD 2.1 Tests and Acceptance/Rejection Criteria: (Clause 7.2)**

e) Air Test: (Clause 7.2.1)

All sewer lines are to be subjected to the specified air test as well as the mirror test.

DRAWINGS

TABLE OF TENDER DRAWINGS

Drawing No	Description	Status	Rev No
SEWER INFRASTRUCTURE:			
19012000-CR-01-SP	SITE PLAN (1 OF 2)	BID	A
19012000-CR-02-SP	SITE PLAN (2 OF 2)	BID	A
19012000-CR-03-TD	TYPICAL DETAILS (SHEET 1 OF 3)	BID	A
19012000-CR-04-TD	TYPICAL DETAILS (SHEET 2 OF 3)	BID	A
19012000-CR-05-TD	TYPICAL DETAILS (SHEET 3 OF 3)	BID	A
WATER INFRASTRUCTURE:			
19012000-CW-01-SP	SITE PLAN (1 OF 2)	BID	A
19012000-CW-02-SP	SITE PLAN (2 OF 2)	BID	A
19012000-CW-03-TD	TYPICAL DETAILS (SHEET 1 OF 2)	BID	A
19012000-CW-04-TD	TYPICAL DETAILS (SHEET 2 OF 2)	BID	A
TOILETS:			
Masonry Toilet Details			

SUPPLEMENTARY INFORMATION

None

PART 3 – Conditions of Contract and Contract Forms

Section VI - General Conditions of Contract

(Section VII – Special Conditions of Contract also contained herein – Numbers F to J)

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A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

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

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

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

2. Interpretation

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

- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,⁸ and
- (i) any other document **listed in the SCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract must be English and the law governing the Contract is the Law of Namibia.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

- 5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

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

7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risk

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 Risk

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 Risk

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

13. Insurance

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

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

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

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 13.6 The policies which are in the joint names of the Contractor and the Employer shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Employer
14. Site Data
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.
15. Contractor to Construct the Works
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
16. The Works to Be Completed by the Intended Completion Date
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
17. Approval by the Project Manager
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

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

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

18. Safety

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

19. Discoveries

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

20. Possession of the Site

20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within thirty days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to

the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Notification of award. If, in the notification of award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 15 days of receipt of such request.

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

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 15 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the

Adjudicator to an Arbitrator within thirty (30) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above thirty (30) days, the Adjudicator's decision shall be final and binding.

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

B. Time Control

25. Program

- 25.1 Within the time **stated in the SCC**, after the date of the Notification of award, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

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

or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

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

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

28. Delays Ordered by the Project Manager

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

29. Management Meetings

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

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion

Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

31. Identifying Defects

31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

32. Tests

32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

33. Correction of Defects

33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

34. Uncorrected Defects

34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

35. Contract Price

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

35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done. Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.

36. Changes in the Contract Price

36.1 In the case of an admeasurement contract:

(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

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

37. Variations

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

- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
38. Cash Flow Forecasts
- 38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
39. Payment Certificates
- 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or;
 - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 39.7 Unless **otherwise specified in the SCC** Interim Payment may be made for Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works, subject to the Contractor transferring ownership to the Employer and providing, where applicable, the right of the transfer of ownership vested upon the Contractor by its supplier.

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

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the

delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions to the Contract Price.

40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

41.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of award from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - a. reason of any exceptionally adverse weather conditions (as specified in the BDS) and
 - b. reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.
- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
42. Tax
- 42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

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

44. Price Adjustment

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

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

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 coefficients⁷ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

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

⁷ *The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sums of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]*

45. Retention

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

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

46. Liquidated Damages

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

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

- 48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Notification of award and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.
- 49.2 With reference to Margin of Preference and Preference Security:
- (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 Namibia.
 - (c) For contracts up to N\$ 5 M, an amount equal to the value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.
 - (d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer’s Representative as per GCC 53.
 - (e) The cost of providing the security shall be borne by the Contractor

49.3 Where a Preference Security is applicable:

- (a) 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.
- (b) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer’s Representative.
- (c) 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.
- (d) 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.

- (e) 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 With reference to remuneration:

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

(i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;

(ii) by arbitration awards; or

(iii) by Remuneration Regulations made under the Labour Act, 2007.

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

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

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

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

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

E. Finishing the Contract

53. Completion

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

54. Taking Over

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

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

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

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

57. Termination

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

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

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

58. Fraud and Corruption

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

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

58.3 For the purposes of this Sub-Clause:

- (a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (b) "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;
- (c) "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;
- (d) "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;
- (e) "obstructive practice" is:
 - (i) 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
 - (ii) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

59. Payment upon Termination

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

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

60. Property

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

61. Release from Performance

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

Section VII. Special Conditions of Contract

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

F. General	
GCC 1.1 (r)	The Employer is the Kunene Regional Council The name of the authorized representative is: Mr. George Kamseb
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be: 10 Months after site hand over
GCC 1.1 (y)	The Project Manager is: Name: WCE Consulting Engineers Address: North View Park 2, Ongwediva, Namibia Authorized Representative: Mr. Apollos Shakela
GCC 1.1 (aa)	The Site is located at: Address of Site: Fransfontein Settlement, Kunene Region, Namibia
GCC 1.1 (dd)	The Start Date shall be: Not later than 7 days of signing the contract
GCC 1.1 (hh)	The Works consist of: Fransfontein Settlement – Eradication of the Bucket System – Phase 3: Construction of Toilets, Service Connections, Gravity Sewer Networks and the Rehabilitation of a Sewer Pump Station
GCC 2.2	Sectional Completions are: N/A

GCC 2.3(i)	The following documents also form part of the Contract: N/A
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 6.1	Delivery address for notices is: Employer: Kunene Regional Council P.O. Box 502 Mbumbijazo Muharukua Street Opuwo Namibia Contractor: _____ _____ _____ _____ _____ _____
GCC 8.1	Schedule of other contractors: None
GCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: (a) for the Works, Plant and Materials: Contract Amount + 20% (b) for loss or damage to Equipment: Replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer (c) for loss or damage to property (except the Works, Plant,

	<p>Materials, and Equipment) in connection with Contract: N\$ 500,000.00 (Amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: N\$ 1,000,000.00/CLAIM [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</p> <p>(ii) of other people: N\$ 1,000,000.00/CLAIM [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable:</p> <p>N/A</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
GCC 14.1	Site Data are: <ol style="list-style-type: none"> 1. Construction Drawings 2. Design Topographical Survey 3. Cadastral Drawings and General Plans
GCC 20.1	The Site Possession Date(s) shall be: Not later than 7 days after signing of contact agreement
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
GCC 24.	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

	<p>as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p style="text-align: center;">commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: At standard rates
GCC 24.4	<p>For large contracts with domestic contractor or for contract with foreign contractor:</p> <p>Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties".</p> <p>N/A</p>

G. Time Control

GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Notification of award.
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 N\$ 30,000.00</p>

H. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days .
GCC 39.7	<p>Interim Payment for Plant and Material on site is applicable.</p> <p>Materials on site will be paid at 80% of the invoiced (original from supplier) amount, and on proof of payment and possession of the said materials.</p> <p>No payment will be made to the Contractor unless one of the following documents is provided with the Contractor's statement:</p> <ul style="list-style-type: none"> • Proof of ownership of the material; • A written cession of ownership from the supplier to the Contractor; • A bank guarantee for the full amount of the claim from an approved financial institution; or • Written permission to the Client to pay the Supplier directly.

I. Cost Control	
GCC 41.1 (l)	<p>Extension of time for completion shall be granted for "exceptionally adverse climatic conditions" which shall include but will not be limited to abnormal rainfall.</p> <p>For the purpose of this contract the Contractor must allow for 10 working days during the contract period that will be lost due to adverse climatic conditions. The Contractor may only apply for extension of time should the number of day's lost due to adverse climatic conditions exceed 10 working days as set out above.</p> <p>Extension of time as a result of adverse climatic conditions shall be regarded as the total number work days on which no work was possible less the 10 working days that the Contractor must allow for in his programme and cost. Negative values will not be considered. The Engineer certifies lost day(s) due to adverse weather conditions, which he will do only if:</p> <p>a) No work on the critical path could be carried out for five hours or more</p>

	<p>during the specific working day(s); or if</p> <p>b) 30% or less of the work force and plant on site could not be employed for five hours or more during the specific working day(s).</p> <p>The Engineer must be notified in writing that a day will be lost due to adverse climatic conditions in order to allow the Engineer to assess if the day lost will be approved taking the above mentioned criteria into consideration.</p> <p>No additional time related or other cost due to extension of time as set out above will be paid to the Contractor.</p>
GCC 43.1	The currency of the Employer's country is: Namibian Dollars (NAD) (N\$) .
GCC 44.1	The Contract is not subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients does not apply.
GCC 45.1	<p>The proportion of payments retained is: 10 % until the maximum retention is reached</p> <p><i>The maximum retention is calculated as 5% of the contract amount (excluding VAT). Upon issuing of the Certificate of Completion, half of the retention will be released. The remaining half of the retention will be released upon expiry of the Defect Liability Period and issuing of the Defects Certificate by the Project Manager.</i></p>
GCC 46.1	<p>The liquidated damages for the whole of the Works are N\$ 30,000.00 per calendar week</p> <p>The maximum amount of liquidated damages for the whole of the Works is N\$ 360,000.00</p>
GCC 47.1	N/A
GCC 48.1	The Advance Payments shall be: N\$ 0 and shall be paid to the Contractor no later than N/A
GCC 49.1	<p>The Performance Security amount is 10% of the Contract Amount</p> <p>(a) Bank Guarantee: 10% of Contract Amount (Including Contingencies and VAT)</p>

	<p>[A Bank Guarantee shall be unconditional (on demand) (see Section VIII. Security Forms).</p> <p>The guarantee will also be forfeited in the event materials on site, paid for by the client, is removed from site or used for any other purpose than for the execution of the work under this contract.</p>
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J. Finishing the Contract	
GCC 55.1	<p>The date by which operating and maintenance manuals are required is Day of the Practical Completion meeting</p> <p>The date by which “as built” drawings are required is Day of the Practical Completion meeting</p>
GCC 55.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 55.1 is N\$ 30,000.00</p>
GCC 56.1	<p>Operating and maintenance manuals should be supplied to the employer by the contractor no later than: Day of the Practical Completion meeting</p>
GCC 56.1	<p>Amount to be withheld should the maintenance and operation manuals not be provided is: N\$ 30,000.00</p>
GCC 57.2 (g)	<p>The maximum number of days is: 30 calendar days</p>
GCC 59.1	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 5%.</p>

Section VIII - Contract Forms

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

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Notification of award

[on letter head of the Employer]

..... [date].

To: [name and address of the Contractor]

Subject: [Notification of Award Contract No].

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the contract and identification number, as given in the Appendix to Bid] for the Accepted Contract Amount of. [insert amount in numbers and words in Namibian Dollars], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by (insert name of Public Entity).

You are requested to furnish the Performance Security within 21 days in accordance with the General Conditions of Contract, using for that purpose of the Performance Security Form included in Section VI (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Public Entity:

Attachment: Contract Agreement

[This form is simply a guide and may be amended as far as possible to suit requirements of the public entity]

Contract Agreement

THIS AGREEMENT made on theday of,, between [name of the Employer]. (hereinafter “the Employer”), of the one part, and [name of the Contractor].(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as [name of the Contract]. should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Notification of award
 - (b) the Bid
 - (c) the Addenda Nos [insert addenda numbers if any].
 - (d) the Appendix to the General Conditions of Contract
 - (e) the General Conditions of Contract;
 - (f) the Specification
 - (g) the Drawings; and
 - (h) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

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

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

APPENDIX TO CONTRACT

PERFORMANCE SECURITY (BANK GUARANTEE)

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

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

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

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

Beneficiary: [insert complete name of Purchaser]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)⁸ in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year],⁹ and any demand for payment under it must be received by us at this office on or before that date.

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

⁸ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

⁹ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

Sample Form of Preference Security

Form of Preference Security (Bank Guarantee)

To: _____

[name of Employer]

[address of Employer]

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of Guarantee]¹⁰, we undertake to pay you, upon your first written demand and without your having to substantiate such demand any sum within the limit of _____ [amount of Guarantee].¹

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

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

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

Signature and Seal of the Guarantor _____

Name of Bank _____

¹⁰ Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

Address _____

Date _____

Advance Payment Security

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

Beneficiary: [Name and Address of Employer]

Date:

Advance Payment Guarantee No.:

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

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

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

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

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

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

Note –

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

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

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

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



KUNENE REGIONAL COUNCIL



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M. Muhanukua Street
OPUWO, NAMIBIA

Private Bag 502
OPUWO, NAMIBIA

Invitation for Bids (IFB)

Project Name: Fransfontein Settlement - Eradication of the Bucket System – Phase 3: Construction of Toilets, Service Connections, Gravity Sewer Networks and the Rehabilitation of a Sewer Pump Station”

Procurement Reference No: W/ONB/KRC-02/2025

Bids are invited through Open National Bidding (ONB) procedures for Fransfontein Sewer Reticulation (Eradication of the Bucket System – PHASE 3 and the invitation is open to all Namibian bidders.

Interested eligible bidders may obtain further information from Kunene Regional Council, Mr. Ino Namwoonde 0811295745 and inspect the Bidding Documents at the address given below.

Qualifications requirements include: have a valid certified copy of company registration certificate, business fitness certificate, and valid certificate copy of good standing certificate with social security commission, valid certified copy of good standing Tax, valid certified copy of affirmative action compliance certificate. Additional details are provided in the bidding documents.

A complete set of Bidding Documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of N\$300.00. The method of payment will be EFT to Kunene Regional Council, Account number: 62072239364, First National Bank, Opuwo branch, branch code: 261473.

Bids must be delivered to Kunene Regional Council, Mbumbijazo Muhanukua Street, Opuwo, Bid box on 26 March 2025 on or before 11h00 am. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person on 26 March 2025 at 11h00.

Yours faithfully,



George P. Kamseh
 Chief Regional Officer