



# KUNENE REGIONAL COUNCIL



## BIDDING DOCUMENTS

Issued on: 13 February 2025

For

## PROCUREMENT OF

## SESFONTEIN PUMP STATION WITH RISING MAIN TO SEWAGE TREATMENT PLANT

Procurement Reference No: W/ONB/KRC – 01/2025

Cost: N\$300.00

Project No: 10/05/201

NPC Code: 18449

---

# Standard Bidding Document

## Table of Contents

<b>PART 1 – Bidding Procedures .....</b>	<b>1</b>
Section I - Instructions to Contractors .....	2
Section II. Bidding Data Sheet (BDS) .....	19
Section III - Evaluation Criteria .....	23
Section IV - Bidding Forms .....	27
<b>PART 2 – Employer’s Requirements .....</b>	<b>37</b>
Section V - Employer’s Requirements .....	37
<b>PART 3 – Conditions of Contract and Contract Forms.....</b>	<b>88</b>
Section VI - General Conditions of Contract .....	89
Section VII. Special Conditions of Contract .....	115
Section VIII - Contract Forms .....	121

# **PART 1 – Bidding Procedures**

# Section I - Instructions to Contractors

## Table of Clauses

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

---

32.	Margin of Preference.....	16
33.	Evaluation of Bids .....	16
34.	Comparison of Bids.....	16
35.	Qualification of the Contractor.....	17
36.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids.....	17
<b>F.</b>	<b>Award of Contract .....</b>	<b>17</b>
37.	Award Criteria .....	17
38.	Notification of Award .....	17
39.	Signing of Contract.....	18
40.	Performance Security.....	18
41.	Advance Payment and Security .....	18
42.	Plant and Materials on site .....	18
43.	Debriefing.....	18

## Section I - Instructions to Contractors

### A. General

- 1. Scope of Bid**
- 1.1 The Public Entity as defined<sup>1</sup> 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 Contractor shall be expected to complete the Works by the Intended Completion Period **specified in the BDS**.
- 1.3 Throughout these bidding documents, the terms:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa;
  - (c) “day” means calendar day unless otherwise stated; and
- 2. Source of Fund**
- 2.1 The Works shall be financed by the Public Entity’s own budgetary allocation, **unless otherwise stated in the BDS**.
- 3. Public Entities Related to Bidding Documents & to application for review**
- 3.1 The public entities related to these bidding documents are the Public Entity, acting as procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)

**The Chairperson  
Review Panel  
Ministry of Finance  
Private Bag 13295**

---

<sup>1</sup> See Section IV, “General Conditions of Contract,” Clause 1. Definitions.

### Windhoek, Namibia

#### 4. Fraud and Corruption

- 4.1 The Government of the Republic of Namibia requires that Contractors/suppliers/Contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.
- 4.2 The Employer will reject a proposal for award if it determines that the Contractor 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. Contractors, 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](http://www.mof.gov.na/procurement-policy-unit)

**5. Eligible Contractors**

- 5.1 A Contractor 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 Contractor shall not have a conflict of interest. All Contractors found to have a conflict of interest shall be disqualified. A Contractor 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 Contractor, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Contractor participates in more than one bid in this bidding process. Participation by a Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractors**

- 6.1 All Contractors shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and chart, as necessary.
- 6.2 Contractors 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 Contractor 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 Contractor;
  - (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 Contractor 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 Contractor's bankers;
  - (i) information regarding any litigation, current or during the last five years, in which the Contractor 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, Contractors 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**.<sup>2</sup>

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

## B. Contents of Bidding Document

### 7. Sections of Bidding Document

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

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

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

- 7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 8. Clarification of Bidding Document**
- 8.1 A prospective Contractor 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 Contractors, at the Contractors' 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 Contractors' own expense.
- 9.2 The Contractor or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Contractor.
- 10. Amendment of Bidding Document**
- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

### **C. Preparation of Bids**

- 11. Cost of Bidding**
- 11.1 The Contractor 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 Contractor and the Employer shall be in English Language.

- 13. Documents Comprising the Bid**
- 13.1 The Bid shall comprise the following:
- (a) Bid submission Form (in the format indicated in Section IV);
  - (b) Qualification information and documentary evidence establishing the Contractor's qualifications to perform the contract;
  - (c) completed Bill of Quantities / Activity Schedule;
  - (d) the following documentary evidence is required
    1. have a valid company Registration Certificate;
    2. have an original valid good Standing Tax Certificate;
    3. have an original valid good Standing Social Security Certificate;
    4. have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that Contractor is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
    5. have a certificate indicating SME Status (for Bids reserved for SMEs);
    6. An undertaking on the part of the Contractor 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;
- 14. Bid Submission Form and Schedules**
- 14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided.
- 15. Alternative Proposal**
- 15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section III.
- 16. Bid Prices and Discounts**
- 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 Quantities<sup>3</sup> submitted by the Contractor.
- 16.2 Contractors shall fill in rates and prices for all items of the Works described in the Bill of Quantities.<sup>4</sup> Items for

<sup>3</sup> In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."

which no rate or price is entered by Contractors, 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.

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 Contractors.<sup>5</sup>

16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.

The discount if any and the conditions of its application shall be indicated separately.

**17. Currencies of Bid and Payment**

17.1 The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract unless otherwise **specified in the BDS**.

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

**18. Documents Comprising the Technical Proposal**

18.1 The Contractor shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Contractor Qualification Form (Section IV), in sufficient details to demonstrate the adequacy of the Contractors' 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 Contractors 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 Contractor 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

<sup>4</sup> 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."

<sup>5</sup> In lump sum contracts, delete "rates, prices, and."

from a local commercial bank as per the format contained in section IV and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.

20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.

20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Contractor for reasons mentioned in the Bid Security format contained in Section III or the Bid Securing Declaration contained as Appendix to the Bid Submission Form.

#### **21. Format and Signing of Bid**

21.1 The Contractor shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it "ORIGINAL". In addition, the Contractor 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 Contractor.

### **D. Submission and Opening of Bids**

#### **22. Sealing and Marking of Bids**

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

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

22.2 The inner and outer envelopes shall:

(a) bear the name and address of the Contractor;

(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 Contractor 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 Contractors` designated representatives who choose to attend.

26.2 The Contractors' 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 Contractors or any other person not officially concerned with such process.

27.2 Any attempt by a Contractor 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 Contractors, the Employer may, at its discretion, ask any



Contractor 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 Contractor submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

**31. Correction of Arithmetical Errors**

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the

addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**32. Margin of Preference**

32.1 **Unless otherwise specified in the BDS**, Margin of preference shall not apply.

**33. Evaluation of Bids**

33.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.

33.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; and
- (b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section III, and Margin of Preference, if applicable.

33.3 If this Bidding Document allows Contractors to quote separate prices for different contracts, and to award multiple contracts to a single Contractor, 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 Contractor to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Contractor.

**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 Contractor** 35.1 The Employer shall determine to its satisfaction whether the Contractor 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 Contractors.

## F. Award of Contract

- 37. Award Criteria** 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Contractor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Contractor is determined to be qualified to perform the Contract satisfactorily.
- 38. Notification of Award** 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected Contractor of the proposed award and accordingly notify unsuccessful Contractors. Subject to Challenge, the Employer shall notify the selected Contractor, 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](http://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 Contractor, 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 Contractor the Contract Agreement.

39.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Contractor 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 Contractor 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 Contractor 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 Contractors 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 Contractors (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Public Entity is:</p> <p><b>Kunene Regional Council</b></p> <p><b>Procurement Reference No: W/ONB/KRC – 01/2025</b></p> <p>The Works are:</p> <p><b>The construction of a Rising main to the New Proposed Oxidation Ponds. This includes the fencing of the Oxidation Ponds area as well as the provision of electricity at the Oxidation Ponds inlet.</b></p> <p><b>The name and identification of the Contract are:</b></p> <p><b>Sesfontein Rising main to the New Proposed Oxidation Ponds.</b></p>
<b>ITB 1.2</b>	<p>The Intended Completion period is:</p> <p><b>The intended project period for the project is 6 (six) calendar months after possession of site, excluding the annual builder’s holidays during December and January, but including all other statutory holidays.</b></p>
<b>ITB 2.1</b>	<p>The Funding Agency is: <b>Kunene Regional Council</b></p>
<b>ITB 5.3</b>	<p>A list of firms debarred from participating in Public Procurement in Namibia is available at <b><a href="http://www.mof.gov.na/procurement-policy-unit">http://www.mof.gov.na/procurement - policy-unit</a></b></p> <p>A list of firms debarred by World Bank is available at <b><a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a></b></p>
<b>ITB 5.5</b>	<p>Should this contract be procured through the “Open National Bidding – ONB” procedure the bid shall be limited to:</p> <p>(a) Namibian citizens</p> <p>(b) Entities registered in Namibia with no less than 51% equity owned by Namibian citizens of which no less than 30% is owned by previously disadvantaged persons.</p>
<b>ITB 6.1</b>	<p>Clause 6.1 <b>should read</b> “All Contractors shall provide in Section IV a</p>

	preliminary description of the proposed work method and schedule as necessary.”
<b>ITB 6.2</b>	The information required from Contractors in ITB Sub-Clause 6.2 is modified as follows: <b>none</b> .  <b>Note: All copies of original documentation should be certified by the appropriate authority.</b>
<b>ITB 6.2 (c)</b>	Contractors shall have at least five years of experience in construction works.
<b>ITB 6.2 (f)</b>	Omit clause 6.3 (f).
<b>ITB 6.3</b>	Clause 6.3 <b>should read</b> “In order for the Contractor to be considered for the award of the contract, Contractors shall meet the following minimum requirements:
<b>ITB 6.3 (a)</b>	The Contractor must have a minimum average annual financial amount of construction of N\$3,000,000.00 over the last 5 years.
<b>ITB 6.3 (b)</b>	The number of works is: <b>Three completion certificates of similar works (with minimum value of (3 million each)</b>  The period is: <b>Five years</b>
<b>ITB 6.3 (c)</b>	The essential equipment to be made available for the Contract by the successful Contractor shall be:  Contractor to provide a list of all essential equipment to complete the works.
<b>ITB 6.3 (d)</b>	Contractors shall provide a detailed CV of the contracts manager to be appointed for this project.  The contracts manager shall be fluent in both English writing and – communication.
<b>ITB 6.3 (e)</b>	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Contractor shall be:  N\$3,000,000.00 (Proof to be included with submission)
<b>B. Bidding Documents</b>	
<b>ITB 8.1</b>	The Public Entity’s address for clarification is: The Kunene Regional Council, Mbumbijazo Muhurukua Street, Private Bag 502, Opuwo
<b>ITB 9.2</b>	A pre-bid meeting is scheduled for the 5 March 2025 on site at 10h00. No claims will be entertained for Contractors not attending the pre-bid meeting.

<b>C. Preparation of Bids</b>	
<b>ITB 13.1</b>	Omit clauses 13.1(a) to 13.1(c) and replace with:  Complete bidding documents including all sections as set out in ITB 7.1.
<b>ITB 13.1(e)</b>	Any additional materials required to be completed and submitted by the Contractors are:  <b>Certified details of shareholding and percentage held by previously disadvantaged persons.</b>
<b>ITB 15.1</b>	Alternative Proposals shall not be allowed.
<b>ITB 16.4</b>	All rates and amounts submitted by the Contractor in his priced Bills of Quantities must be net and exclusive of Value Added Tax (VAT). Import Duty and all other relevant duties and taxes, where applicable, should be included.  <b>Provision is made in the Summary of the Bills of Quantities for the inclusion of Value Added Tax (VAT).</b>
<b>ITB 17.1</b>	The Contract is not subject to price adjustment.
<b>ITB 17.2</b>	Interim Payment for Plant and Material on site <b>is</b> applicable.
<b>ITB 19.1</b>	The Bid shall be valid for 90 (ninety) days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
<b>ITB 20.1</b>	A "Bid Security Declaration Form" must be filled in and handed in with the Bid – see Section IV Bidding Forms
<b>D. Submission and Opening of Bids</b>	
<b>ITB 21.1</b>	In addition to the original of the bid, the number of copies is: 1 (one)
<b>ITB 22.1</b>	Clause 22.1 <b>should read</b> "Contractors may always submit their bids by <b>postal</b> mail or by hand."
<b>ITB 22.1 (a)</b>	Clause 22.1 (a) <b>should read</b> "Contractors submitting bids by <b>postal</b> mail or by hand....."
<b>ITB 23.1</b>	The deadline for submission of bids shall be 26 March 2025
<b>ITB 23.1</b>	The Employer's address for the purpose of Bid submission is  Attention: S Nakale  Tel. no: 065 – 27 3950

	<p>Fax no.: 065 27 3077</p> <p>E-mail: e-mail: procurement@kunenerc.gov.na or pmu.kunenerc@gmail.com</p> <p>Address: Kunene Regional Council Mbumbijazo Muharukua Street Opuwo</p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at:</p> <p>Kunene Regional Council Offices in Opuwo</p> <p>Date: 26 March 2025</p> <p>Time: 11h00</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	<b>NOT APPLICABLE</b>
<b>ITB 33.5</b>	<p>If the Employer wants to accept the bid as described in clause 33.4, after clarification by the Contractor, the following shall apply:</p> <p>The Employer, with the consent of the Contractor, shall adjust such bid to the satisfaction of both parties WITHOUT increasing the Contract Amount.</p>
<b>F. Award of Contract</b>	
<b>ITB 40</b>	The Performance Security shall be furnished within 21 days of receipt of award from Employer, and not 30 days as stated.
<b>ITB 40.1</b>	The Standard Form of Performance Security acceptable to the Public Entity shall be “a Bank Guarantee”. The Bank guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT.
<b>ITB 40.2</b>	“...within the prescribed delay...” <b>should read</b> “...within the prescribed period”
<b>ITB 41.1</b>	The Advance Payment shall <b>not apply</b> .
<b>ITB 42.1</b>	Interim Payment for Plant and Material on site <b>is</b> applicable.



## Section III - Evaluation Criteria

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

### 1. Evaluation

In addition to the criteria listed in ITB 6, 13, 18 and 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.**

##### 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:

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

<b>44. IT EM</b>	<b>45. Non-Price Attributes</b> <b>46.</b> <b>47. Technical/Capacity/ Attributes</b>	<b>48. Max Points</b>	<b>49. Biddin g Forms</b>	<b>50. Clauses In</b> <b>51. Sec I: ITB</b> <b>&amp; Sec II: BDS</b>
<b>52. T<sub>F</sub></b>	<b>53. Financial Resources/ Capacity</b>	<b>54. 20</b>	<b>55.</b>	<b>56.</b>
	<b>57.</b> 1. Average annual turnover <b>58.</b> 2. Total asset value <b>59.</b> 3. Line of Credit/Proof of funds available of minimum 15% of offered price <b>60.</b> 4. Bank Rating: C – 4, B – 5, less than C - 0	<b>61.</b> 5 <b>62.</b> 5 <b>63.</b> <b>64.</b> 5 <b>65.</b> <b>66.</b> 5	<b>67.</b> Sectio n III <b>68.</b>	<b>69.</b> ITB6.2(a) <b>70.</b> ITB6.3(a) <b>71.</b> <b>72.</b> ITB6.3(e) <b>73.</b> <b>74.</b> ITB13.1(e )
<b>75. T<sub>x</sub></b>	<b>76. Relevant Experience</b>	<b>77. 30</b>	<b>78.</b>	<b>79.</b>
	<b>80.</b> Comply with experience requirements and sufficiency of bid documentation <b>81.</b> References/ Ratings by client <b>82.</b> Previous 5 years contracts	<b>83.</b> 15 <b>84.</b> <b>85.</b> 10 <b>86.</b> 5	<b>87.</b> Sectio n III <b>88.</b>	<b>89.</b> <b>90.</b> ITB18.1 <b>91.</b> ITB6.3(b) <b>92.</b> ITB6.3(b)
<b>93. T<sub>c</sub></b>	<b>94. Relevant competence: staff</b>	<b>95. 15</b>	<b>96.</b>	<b>97.</b>
	<b>98.</b> Competence of support staff <b>99.</b> Contract managers <b>100.</b> Site agents <b>101.</b> Foreman <b>102.</b> Surveyor	<b>103.</b> 2 <b>104.</b> 4 <b>105.</b> 5 <b>106.</b> 2 <b>107.</b> 2	<b>108.</b> Se ction III <b>109.</b>	<b>110.</b> ITB6.2( e) <b>111.</b> ITB6.3( d) <b>112.</b> ITB6.3( d) <b>113.</b> ITB6.3( d) <b>114.</b> ITB6.2( e)
<b>115. T<sub>M</sub></b>	<b>116. Mechanical plant capacity</b>	<b>117. 15</b>	<b>118.</b>	<b>119.</b>
	- As per BDS ITB6.3(c)	<b>120.</b> 15	<b>121.</b> Se ction III <b>122.</b>	<b>123.</b> ITB6.3( c)
<b>124. T<sub>N</sub></b>	<b>125. Namibian content status</b> - Namibian supplier: eg if 100% Namibian = 10, if 51% Namibian = 5, <b>if less than 51% Namibian</b>	<b>126.</b> <b>127. 10</b>	<b>128.</b> Se ction III	<b>129.</b> <b>130.</b> ITB6.2( a)

	<b>= Disqualify</b>			
<b>131.</b> D	<b>132.</b> SME status - SME Registration Certificate	<b>133.</b> 10	<b>134.</b> <b>135.</b> Section III	<b>136.</b> <b>137.</b> ITB13.1(5)
<b>138.</b> s	<b>139.</b> Technical scores <b>140.</b>	<b>141.</b> 10 <b>0</b>	<b>142.</b>	<b>143.</b>

### 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 calculated 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.

### 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:

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

**(a) Open National Bidding**

In terms of Section 29 of the Public Procurement Act 2015 (Act No. 15) is limited to the following entities:

- Namibian citizens
- Entities incorporated in Namibia with no less than 51 percent equity owned by Namibian citizens of which no less than 30% is owned by previously disadvantaged persons.

**(b) Range of Bid**

All bids 85% of cot estimates will be considered for adjudication.

**(c) Margin of Preference**

No Margin of preference shall apply.

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.

**(d) Number of Contracts awarded**

No Contractor shall be awarded more than two contracts by the Client in any one financial year or Contractor with incomplete works awarded by the employer.

## **Section IV - Bidding Forms**

### **Table of Forms**

<b>Bid Submission Form.....</b>	<b>28</b>
<b>Bid Securing Delegation .....</b>	<b>30</b>
<b>Qualification Information .....</b>	<b>33</b>
<b>Bill of Quantities .....</b>	<b>36</b>

# Bid Submission Form

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

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

Date: .....

Contractor'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 Contractors (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:  
 .....  
 .....

The discounts offered and the methodology for their application is:  
 .....  
 .....

(d) Our bid shall be valid for a period of 90 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;

(e) 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.

(f) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;

- (g) 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;
- (h) We are not participating, as a Contractor in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (i) Our firm, its affiliates or subsidiaries, including any Sub-Contractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;
- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;<sup>6</sup>
- (k) 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;
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (m) 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 \_\_\_\_\_

\_\_\_\_\_

<sup>6</sup> Use one of the two options as appropriate.

# Bid Securing Delegation

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

Date: .....[Day|month|year]

Procurement Ref No.: .....

To:

.....  
*[insert complete name of Public Entity and address].*

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

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

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- (b) refusal by a Contractor 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 Contractor; 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 Contractor

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 Contractor]

Dated on ..... day of ....., .....  
*[insert date of signing]*

Company Stamp (where appropriate)

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





## Republic Of Namibia

### Ministry of Labour, Industrial Relations and Employment Creation

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

#### 1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number:.....

Vat Number: .....

Industry/Sector: .....

Place of  
Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

## 2. PROCUREMENT DETAILS

Procurement Reference No.: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

.....

## 3. UNDERTAKING

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

of ..... [insert full name of company]

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

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

**Signature:** .....

**Date:** .....

**Company Stamp:** .....

*Please take note:*

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

## Qualification Information

**1. Individual Contractors or Individual Members of Joint Ventures**

1.1 Constitution or legal status of Contractor: *[attach copy]*

Place of registration: .....

Principal place of business: .....

Evidence of signatory authorized to sign the bid: *[attach]*

1.2 Annual amounts of construction works performed during the last 5 years

Year 1 .....

Year 2 .....

Year 3 .....

Year 4 .....

Year 5 .....

1.3 Number of works (2) of a nature and amount similar to the Works performed as prime Contractor over the last 5 years.

Project/Contract name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract in NAD

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

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

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

Position	Name	Years of experience (general)	Years of experience in proposed position

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

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

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

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

.....  
 .....  
 .....  
 .....

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

Other party(ies)	Cause of dispute	Amount involved

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 Contractors should provide any additional information  
requested in the Bidding Document.

---

## **Schedule of Quantities**

# **PART 2 – Employer's Requirements**

## **Section V - Employer's Requirements**

### **Table of Contents**

<b>SPECIFICATIONS .....</b>	<b>38</b>
<b>PORTION 1:.....</b>	<b>39</b>
<b>THE WORKS .....</b>	<b>39</b>
<b>PORTIONS 2: .....</b>	<b>49</b>
<b>VARIATION AND ADDITIONS TO THE STANDARDIZED SPECIFICATION FOR THIS CONTRACT, AND PARTICULAR SPECIFICATIONS .....</b>	<b>49</b>
<b>DRAWINGS .....</b>	<b>86</b>
<b>SUPPLEMENTARY INFORMATION .....</b>	<b>87</b>

## SPECIFICATIONS

### SCOPE OF PROJECT SPECIFICATIONS

The Project Specifications are set out in two portions:

**Portion 1:** Covers the general description of the project, the facility available and the requirements to be met.

**Portion 2:** Covers variations and additions to the SANS 1200 standardized specification that is applicable to this contract.

### STATUS

In the event of any discrepancy between the project specifications and a part or parts of the SANS 1200 standardized specifications, the schedule of quantities or the drawing, the order of precedence shall be:

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



## **PORTION 1:**

### **THE WORKS**

#### **PS 1 GENERAL DESCRIPTION**

This contract entails the construction of a Rising main from the existing pump station, approximately 1,5 km with ancillaries to the new oxidation ponds. The Construction of the Oxidation ponds, with inlet structure, overflow structures and including security fencing around the ponds.

#### **PS 2 DESCRIPTION OF SITE AND ACCESS**

The site of the works is situated in Sesfontein in the Kunene Region.

#### **PS 3 NATURE OF GROUND AND SUBSOIL CONDITIONS**

The topography of the site is predominantly flat with rises occasionally.

No geotechnical information is available. However, from the Environmental Impact Report the area is composed of deep petric calcicols that are developed in mostly alluvial, colluvial and Aeolian deposits of base-rich weathering material. The sand is sand-loamy, light brown as predominant in arid and semi-arid regions.

#### **PS 4 DETAILS OF CONTRACT**

The work to be carried out under this consists of the following main activities:

- 1.) The construction of HDPE Lined Oxidation Ponds with inlet structure, overflows structures, etc.
- 2.) The installation of a 160 mm Ø class 16 medium pressure pipeline to the Future Oxidation Ponds.
- 3.) The fencing off by a security fence including access gate of Oxidation Ponds
- 4.) Electrical Reticulation by means of solar power for the flow meter at the inlet of the Oxidation Ponds

The above description of the works is not necessarily complete and shall not limit the works to be carried out by the Contractor under this contract.

Approximate quantities of each type of work are given in the Bills of Quantities.

## **PS 5 SITE FACILITIES AVAILABLE**

### **PS 5.1 Camp site**

The Contractor is free to establish his construction camp and offices at any place approved by the Sesfontein Constituency. However, only night watchmen will be permitted permanently on site. Accommodation of his workforce must be arranged by the Contractor elsewhere.

### **PS 5.2 Water, electricity and sewage**

Water and electricity facilities are not available in the vicinity of the site, and the Contractor shall, at his own expense, be responsible for these facilities, as well as for the distribution of the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

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

The Contractor shall make his own arrangement with the appropriate authority for water – electricity - and sewer connections.

Water meters shall be supplied by the Contractor and installed under the supervision of technical staff of the Municipality.

The cost, supply and use of water are subject to Sesfontein Constituency Regulations.

## **PS 6 SITE FACILITIES REQUIRED**

### **PS 6.1 Facilities for the Engineer**

The Contractor shall make provision for a room furnished with a table and chairs, suitable for 10 people for site meetings, and which shall be at the Engineer's disposal at any time. This should form part of the Contractors Preliminary and General Charges.

The Contractor shall make provision for a dumpy level, tripod, level staff, 100m measuring tape and 2 survey assistants to be on site and which shall be at the Engineer's disposal at any time.

**PS 6.2 Water, electrical and sewage**

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

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

Only clean potable water shall be used for earthworks and concrete. The use of semi-purified water will not be allowed.

See sub-clause PSA 4.2: Contractor's offices, stores and services in connection with toilet facilities.

**PS 6.3 Contractor's sign board**

One standard Contract Name Board is required. The cost of the signboard must be measured in the rate tendered under 'Preliminary and General Charges'.

**PS 6.4 Site Instruction Book**

A triplicate book for site instructions shall be made available to the Engineer and only written instruction received from the Engineer are to be considered formal and binding.

**PS 7 FEATURES REQUIRING SPECIAL ATTENTION****PS 7.1 Site Maintenance**

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

**PS 7.2 Testing and Quality Control**

The Contractor shall engage the services of an approved independent laboratory to be responsible for the testing of materials and the quality testing concrete, layer works and backfilling, to ensure that his work complies with the specification (refer also to PS 14).

No separate payment will be made for such testing, the cost of which will be deemed to be included in the Contractor's tendered rates for the

items of work that require testing in accordance with the specifications. The Engineer is free, however, to perform any control testing as required. A provisional sum has been provided in The Schedule for the sole use by Engineer to cover the of acceptance tests only.

**PS 7.3 Opening up and closing down pits**

No borrow pits will be opened up or closed during this project. It is the Contractor's responsibility to ascertain where he will source imported material and all costs relating to opening up and closing down of borrow pits, if required, are deemed to be included in the rates tendered.

**PS 7.4 Sub-Contractors**

The Contractor shall be responsible for work carried out on sub-contract bases on his behalf while he will not be allowed to outsource more than 50% of the works. The Engineer will not liaise directly with such Sub-contractors.

Problems related to payments, programming, workmanship, etc. shall be the concern of the Contractor and Sub-contractors, and the Engineer will not become involved.

**PS 7.5 Facilities for other Contractors**

The Contractor must make allowance for any other possible Contractors on the site, i.e. mechanical, electrical or any SMME contractors undertaking concurrent work. This may involve adapting his program to accommodate the work of the other Contractors and ensuring access to their sites along prescribed routes over the site of this contract. No claim/s whatsoever will be considered by the Employer due to delay or damages experienced by either Contractor due to non-compliance of this specification.

**PS 7.6 Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public affected by the work. Access for tenants and homeowners must be provided 24/7. Alternative arrangements must be made when providing access to tenants is not possible.

**PS 7.7 Existing areas and other facilities**

Electricity and water supply interruptions shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions, and he shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalized by 16H00 on the same day.

**PS 7.8 Security**

The successful tenderer must satisfy himself with any security arrangements necessary for himself and his employees and his plant and materials.

**PS 7.9 Beacons and Benchmarks**

The Contractor must maintain and protect any official property boundary pegs, beacons and benchmarks which may be encountered during the course of the works. Should any official property boundary pegs, beacons or benchmarks be removed, buried, dislodged or disturbed in any way, the Contractor shall, at his own expense, appoint a registered land surveyor to replace the affected benchmark or beacon. The Contractor is responsible for the setting out of the complete Works and no separate payment will be made therefor. The costs involved for setting out of Works will be deemed to be included in the tendered rates. Benchmarks should be provided by the Contractor's surveyor and the rate should be included in his setting out of the works.

The Contractor shall also maintain the existing boundary fence during the duration of the contract.

**PS 7.10 Quantities**

The quantities set out in the schedule of quantities are estimated quantities only and the quantities of work finally executed by the Contractor, and not the quantities given in the Schedule of Quantities, shall be used for determining payments to the Contractor.

The Contractor should order material based on quantities determined from the drawings in conjunction with site measurements and not the Schedule of Quantities.

The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.

The stating of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall check with the Engineer the quantities of material required before ordering any materials. The order in which the works are to be carried out shall be subject to the approval of and alteration by the Engineer.

The validity of the Contract will in no way be affected by differences between the quantities in the schedule of quantities and the quantities

finally certified for payment. Work shall be valued at the rates or lump sums tendered and accepted by the Employer, subject to the provision of the general and special conditions of Contract.

#### **PS 7.11 Alternative Materials / Alternative Tender**

Although provision has been made in the Schedule of Quantities and on the drawings to make use of certain materials during the contract, the Contractor is free to make proposals on alternative materials to be used. This alternative must be presented timeously and in writing to the Engineer and must contain all relevant information and calculations so that the Engineer can make his judgment. Failure to submit these will result in the alternative being rejected. Any financial implications that are anticipated for the alternative tender must be included in the report. Furthermore, the alternative tender must include all relevant detailed information, including local agent/supplier of item, previous reference, financial implications on tender sum, etc.

#### **PS 7.12 Existing Services**

The Contractor will make the necessary arrangements with the responsible authority to identify all services present at the site.

The Contractor shall, throughout the Contract, take adequate precautions to protect all existing services from damage, whether these services have been pointed out to him or not.

The Contractor shall, as soon as is practically possible, inform the Engineer of any damages to services and shall not repair any such damage unless instructed to do so.

The cost of making good such damage will only be met by Engineer if it can be established by the Engineer that the Contractor did exercise reasonable diligence and the damage was unavoidable.

Any damage or claim due to the Contractor's action on any of these lines will be the sole responsibility of the Contractor.

#### **PS 8 CERTIFICATES OF PAYMENT**

Quantities for payment certificates will be measured and agreed upon on site by the Contractor and the Engineer.

Quantities measured in interim payment certificates are not final and are subject to corrections in the following certificates.

Only works that are complete on the date of measurement will be certified for payment, no works or materials will be measured in advance.

All test results to accompany the submission of payment by the Contractor, items such as earthworks, concrete, pipe work etc. will not be paid if no quality control and tests results are provided.

## **PS 9 CONSTRUCTION IN RESTRICTED AREAS**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's plant. However, the Contractor must note that measurement and repayment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

## **PS 10 DRAWINGS**

All information in the possession of the Contractor that is required by the Engineer or his representative to complete the as-built drawing must be submitted to him before a certificate of completion will be issued.

Figured dimensions shall have preference over measured dimensions. The Engineer will provide the dimension that may have been omitted from the drawings.

## **PS 11 SAMPLES**

The Contractor shall supply the required samples at his own cost. Materials or work that do not conform to the approval samples will be rejected. The Engineer reserves the right to submit additional samples for tests to ensure that the material represented by the sample meets the specification requirements. (Also refer to sub-clause PSA 7.5 in Portion 2 of the Project Specification).

## **PS 12 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENT**

The Contractor shall erect the necessary signs, notice and barricades for the duration of the contract to safeguard both the works and the public.

Notices, signs and barricades as well as advertisement may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this tendered rate.

All relevant notices and signs for access to site, PPE, safety and security to be displayed at the entrance to the site. The site office location must be clearly identified and agreed to by the Engineer and Employer.

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

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

One standard construction name-board is specified, the cost of which shall be included in the rates tendered for items PSA 8.31 and PSA 8.3.2 of Section 1200 A.

### **PS 13 WORKMANSHIP AND QUALITY CONTROL**

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

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

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

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

In addition to having quality control the Contractor shall engage the services of an approved independent laboratory for the testing of materials and quality testing of all the works to ensure that his work complies with the specifications (refer to PS 8.2).



**PS 14 EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL**

No provision for extension of time due to rain is made in this tender. Should adverse weather conditions that interrupt the work of the Contractor prevail; the Contractor can submit a claim in accordance with Clause 41.1 (1) of the General Conditions of Contract. The Contractor is required to provide a rain gauge at the site.

**PS 15 SPOIL MATERIAL**

No indiscriminate spoiling (disposing) of material is permitted. All surplus material shall be used on site as fill material as agreed by the Engineer. The placing and position of the surplus material will be finalised on site.

If surplus material is present after the works have been completed, this material will be spoiled to an approved dump site selected by the Contractor and the item will be measured and paid in accordance with the Bill of Quantities.

**PS 16 TRENCHES**

Trenches may not be left open during the builder's holiday. All trenches also need to be demarcated until such time as the trenches have been permanently backfilled and compacted. Special shoring needs to be provided by the Contractor on all deeper trenches and along nearby existing services and infrastructure.

**PS 17 TRANSPORT OF MATERIAL**

Notwithstanding note to the contrary in the specification, all costs for transporting material shall be included in the applicable tendered rates. All references in the specification to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications. Haulage shall thus be included in all tendered rates.

**PS 18 EMPLOYMENT OF LOCAL LABOUR**

It is the intention that this contract should make maximum use of the local labour force that is presently under employed. To this end the Contractor is required to limit non-local employees to key personnel only and to employ and train local labour on this contract. The tenderer must complete the form relating to key personnel. The numbers stated on the above-mentioned form will be strictly controlled during the contract period and any increase in numbers is subject to the approval of the Employer.

**PS 19 NOMENCLATURE**

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

**PS 20 OCCUPATIONAL HEALTH AND SAFETY ACT**

*Add the following sub clause after Clause 18.2:*

"The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act) that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and Employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms of the Act.
- (b) The Contractor undertakes that all-relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with.
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge."

## **PORTION 2:**

### **VARIATION AND ADDITIONS TO THE STANDARDIZED SPECIFICATION FOR THIS CONTRACT, AND PARTICULAR SPECIFICATIONS**

The following variations and additions to the SANS 1200 standardized specifications referred to in the last clause of portion 1 apply to this contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant standardized specification and clause numbers in SANS 1200.

The prefix "PS" indicates Particular Specifications, which are additional to the SANS 1200 standardized specifications.

**PSA            GENERAL**

**PSA 1        SCOPE**

*Replace sub-clause 1.1 with the following:*

1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all civil engineering contracts, as well as the requirements for the Contractors establishment on the site.

**PSA 2        INTERPRETATIONS**

**PSA 2.3     Definitions**

(a)    General

*Add the following definitions:*

"General conditions: the general conditions of contract specified for use with this contract and the special conditions of contract as applicable.

Specified: As specified in the standardized specifications, the drawing or the project specifications. Specifications shall have the correspondence meaning."

(c)    Measurements and payment

Replace the definition for fixed charge, time related charge and value-related with the following:

“Fixed charge: A charge that is not subject to adjustment on the account of variation in the value of the contract amount or the contract time of completion.

Time-related charge: A charge, the amount of which varies in accordance with the time for completion of work, adjusted in accordance with the provision of the contract.

#### **PSA 2.4      Abbreviations**

(a)      Abbreviations relating to standard documents

*Add the following abbreviation:” CKS: SANS Coordinating Specification.”*

#### **PSA 3          MATERIALS**

##### **PSA 3.1      Quality**

*Add the following:*

“All manufactured materials supplied shall be new materials unless the contrary is specified. All material specified in accordance with SANS specification shall bear the SABS mark, whether so specified or not.”

*Add the following sub-clauses:*

##### **PSA 3.3      Ordering of materials**

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

**PSA 4 PLANT****PSA 4.2 Contractor offices, stores and services**

*Add the following paragraph:*

“The Contractor’s construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities etc. The camp shall always be taken in a neat and orderly condition.

No personnel may reside on the site. Only night – watchmen may be on the site after hours”.

*Add the following to the second paragraph:*

“One toilet per 10 workmen shall be provided and must be screened from public view and its use shall be enforced.

The Contractor shall, where applicable, make necessary arrangements for the removal of night soil.”

**PSA 5 CONSTRUCTION****PSA 5.4 Protection of overhead and underground services**

*Replace the heading and the contents of this sub-clause with the following:*

**PSA 5.4 Location and protection of existing services****PSA 5.4.1 Location of existing services**

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities.

He shall obtain up-to-date plans from the appropriate authorities and the Municipal Department for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed with respect to services not shown on the plans but believed to be present.

All such services, the positions of which have been located at critical points, shall be designated as 'known' services and their positions be indicated on a separate set of drawings, copy of which shall be furnished to the to the Engineer. While he is occupying the site, the Contractor shall be liable for all damage caused by him to know services as well as for consequential damage, whether caused directly by his operation or by the lack of proper protection.

#### **PSA 5.4.2 Protection during construction**

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work. Services left exposed shall be suitably protected from damage.

#### **PSA 5.4.3 Alterations and repairs to existing services**

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alteration to existing services. When this is necessary, the Contractor shall inform the Engineer, who either will make arrangements for such work to be executed by the owner of the service or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instruction as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimize damage to and interruption of the services. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

A list of important telephone numbers for use when services are damaged or need to be altered is provided below:

Kunene Regional Council- Division of Water Supply and Sanitation  
Coordination: (065) 273 030

Engineer's Representative: Ingplan Consulting Engineers: (061) 245  
339

The Employer will accept no liability for damages due to a delay in having such alterations or repairs affected. The Contractor shall

provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services.

**PSA 5.9 Site meetings**

The Contractor will be required to attend regular site meetings, normally held once a month to discuss general progress, quality of work, problems, claims, payments, etc., but not matters concerning the day-to-day running of the contract. The Contractor must be represented at the site meetings by a person authorized to take decisions.

**PSA 5.10 Survey**

All setting out and survey work required under this Contract shall be the Contractors responsibility.

No separate payment will be made for this work and the cost thereof will be deemed to be included under the tendered rates.

Benchmarks should be provided by the Contractor's surveyor and the rate should be included in his setting out of the works.

**PSA 6 TOLERANCES**

**PSA 6.4 General**

No guarantee is given that the full specified tolerances will be available independently of each other and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects to work.

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorized' dimensions. These are specified dimensions or those shown on the drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' dimensions.

If the work is therefore constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, quantities will be based on the "authorized" dimensions regardless of the actual dimension to which the work has been constructed.

When the work is not constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, the Engineer may

nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of that calculated for the 'authorized' dimensions, and where the actual dimension is less than the 'authorized' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimension as constructed."

## **PSA 7 TESTING**

### **PSA 7.1 Principles**

#### **PSA 7.1.1 Checking**

*Replace the last sentence with the following:*

"The Contractor shall obtain the services of an approved independent laboratory at his own expense (clause PS 8.2: portion 1 of the Project Specification) to carry out the checks prescribed in the various standardised specifications."

#### **PSA 7.1.2 Standard of finished work not to specification**

*Replace the words:*

"Where the Engineer's checks reveal..." with "Where the checks by the approved laboratory reveal..."

### **PSA 7.2 Approved laboratories**

*Add the following:*

"The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed an approved laboratory.

*Add the following sub-clause:*

### **PSA 7.5 Samples**

The Contractor shall timeously provide so as not to delay any of the works, samples of materials intended for bedding of pipes, backfill of trenches and selected sub-grade. Layer works from the trenches, borrow pits or commercial sources, whichever the case may be and hand them over to the approval test laboratory to determine the suitability of the material with regards to its specified MOD, CBR and PI characteristics. The costs of these tests shall be deemed to have been allowed to be in the tendered rates.



The number and positions of the samples taken shall be the minimum required to establish which in-situ or imported materials are suitable for bedding and backfill purposes, shall be taken at the approval of the Engineer and shall generally be taken where the physical nature of the soil noticeably changes.

The frequency of density tests is given in clause PSD 7.2.

## **PSA 8 MEASUREMENT AND PAYMENT**

### **PSA 8.1 Measurement**

#### **PSA 8.1.2 Preliminary and general items or section**

##### **PSA 8.1.2.2 Tendered sums**

*Replace the contents of this sub-clause with the following:*

“The Contractor’s tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the general conditions of contract and of this standardized specification, except where provision is made in these project specifications to cover compensation for any of these items.
- head office and site overheads and supervision
- profit and financing costs
- expenses of a general nature not specifically related to any items or items of permanent or temporary work.
- providing facilities on site for the Contractor’s personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity and Telecom services, sewage, sewage and rubbish disposal, access roads and all other facilities required, as well as for the services costs, maintenance and removal on completion of the works of these facilities and the cleaning-up of the camp site on completion of the works.
- providing facilities for the Engineer and staff.

**PSA 8.2 Payment****PSA 8.2.1 Fixed-charge and value- related items**

*Replace the contents of this sub-clause with the following:*

“Payment of fixed charges in respect of item 8.3.1 will be made as follows:

80% of the sum tendered will be paid when the facilities have been provided and approved. The remaining 20% will be paid when the work has been completed, the facilities have been removed and the camp site has been cleared and cleaned.

Payment for the sum tendered under item 8.3.2 will be made in three separate installments as follows:

- (a) The first installment, which is 40% of the sum, will be paid when the Contractor has fulfilled all these obligations to date under this specification, the general conditions of the contract and the special conditions of Contract, and when the value of work is certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the schedule of quantities.
- (b) The second installment, which is 40% of the sum, will be made the amount is certified for payment, including retention monies but excluding this second installment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this specification, the general conditions of Contract and the special conditions of contract.

Should the value of the measured works completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of clause 53 of the general conditions of Contract, and this adjustment will be applied to the third installment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the finally authorized time for completion.”

**PSA 8.2.2 Time-related items**

*Replace the contents of his sub-clause with the following:*

“Subject to the provisions of sub clause 8.2.3 and 8.2.4, payment under item 8.2.3 and 8.4.1 (Time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion with the progress of the work as a whole.

Should the Engineer grant an extension of time for completion of the works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the works.

Payment of such increased amounts will be deemed full compensation for all additional time-related preliminary and general costs due to the circumstances pertaining to the extension of time granted”.

**PSA 8.3 Scheduled fixed-charge and value-related items**

*Replace the items with the following:*

**PSA 8.3.1 Fixed preliminary and general charges** Unit: sum

**PSA 8.3.2 Value-related preliminary and general charges** Unit: sum

The sums tendered shall include full compensation for all fixed and value-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.1.”

**PSA 8.4 Schedule time-related items**

*Replace the items with the following:*

**PSA 8.4.1 Time-related preliminary and general charges** Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.2.”

*Replace this item with the following:*

**PSA 8.6 PRIME COST SUMS:**

- (a) Additional tests required by the Engineer Unit: PC Sum  
 (b) Charge required by Contractor on sub item (a) above  
 Unit: %

The Prime Cost Sums provided under sub-item (a) in the Schedule of Quantities will be expended in accordance with Sub clause 48 (2) of the General Conditions of Contract.

The tendered percentage under sub-item (b) will be paid to the Contractor on the value of each payment to the approved testing laboratory.

Note in connection with sub-item (a):

The Contractor is responsible for both the cost of normal testing as described in sub-clause PS8.2 in Portion 1 of the Project Specification and for the cost of any additional test that indicates that the specifications have not been complied with."

**PSA 8.8 Temporary works**

*Replace item 8.8.4 with the following:*

**PSA 8.8.4 Location and protection of existing services:****PSA 8.8.4.1 Provision of detecting devices for:**

- (a) Water and sewer pipes Unit: Sum  
 (b) Electrical and other cables Unit: Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

**PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all material:**

- (a) In roadways Unit: m<sup>3</sup>  
 (b) In all other areas Unit: m<sup>3</sup>

The rates shall cover the cost of excavating by means of hand tools within authorized dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of

material in all areas except on roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHO density. Reinstating Layer works and surfacing shall be measured and paid for under SANS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated materials from the Site, for transporting all material within the full haul distance to the approved spoil site, and for supplying adequate supervision during both excavation and backfilling operations. No separate payment will be made for overhaul, which will be deemed to be included under this item.

**PSC SITE CLEARANCE**

**PSC 3 MATERIALS**

**PSC 3.1 Disposal of material**

*Add the following:*

“The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance.”

**PSC 5 CONSTRUCTION**

**PSC 5.1 Areas to be cleared**

*Add the following:*

“Pipelines routes shall be cleared to a distance of 1,5m on both sides of the pipeline center line. Route pegs, survey pegs, erf pegs or markers shall not be destroyed or damaged during clearing operations. Only areas where actual clearing was required along the route, as instructed by the Engineer, shall be payable.”

**PSC 5.2 Cutting of trees**

**PSC 5.2.3: Preservation of trees**

**PSC 5.2.3.2: Individual trees**

*Replace the last sentence with the following:*

"An amount of N\$5,000.00 will be deducted from monies due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

## **PSC 8 MEASUREMENT AND PAYMENT**

### **PSC 8.2.1 Clear and grub**

This payment item must be omitted. Clearing of surfaces will only be, where deemed necessary, on instruction of the Engineer under Item 8.2.4

### **PSC 8.2.4 Re-clear surfaces (only on instructions from the Engineer)**

*Replace the first line with the following:*

"The areas instructed by the Engineer to be cleared will be measured in hectare (ha) or meters for strips over pipelines."

## **PSD EARTHWORKS**

### **PSD 2 INTERPRETATIONS**

#### **PSD 2.1 Supporting specifications**

*Replace sub-clause 2.1.2 with the following:*

#### **PSD 2.1.2 Any of the SANS 1200 Specification may form part of the Contract Documents."**

#### **PSD 2.3 Definitions**

*Replace the word and the definition for "Borrow" with the Following:*

"Borrow material: Material, other than material obtained from excavation required for the Works, obtained from sources such as borrow pits or the authorized widening of excavations. 'Borrow' shall have a corresponding meaning."

*Replace the definition for "Specified density" with the following:*

"Specified density: The specified dry density expressed as a percentage of modified AASHTO dry density"

*Replace the definition for "Stockpile" with the following:*

“Stockpile (verb): The process of selecting and when, necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose.”

*Add the following definitions:*

“Fill: An Embankment constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected sub-grade level.

Fill (material): Material used for the construction of an embankment.

Roadbed: The natural in situ material on which the fill, or in the absence of fill, the pavement layers, are constructed.”

### **PSD 3 MATERIALS**

#### **PSD 3.1 Classification for excavation purposes**

##### **PSD 3.1.1 Method of classifying**

*Add the following:*

“The Classification of material other than ‘soft excavation’ shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material.”

##### **PSD 3.2.3 Material suitable for backfill or fill against structure (manholes, etc.)**

*Replace the contents of this sub-clause with the following:*

“Material used for backfill behind structures, such as manholes, shall generally be the material excavated, subject to the following conditions:

- (a) The material shall not contain an excessive number of stones retained on a 50mm sieve.
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment.
- (c) The liquid limit of the material shall not exceed 40; neither shall

the PI exceed 18”.

**PSD 3.3 Selection**

*Add the following sub-clause:*

**PSD 3.3.3 Selection in borrow pits and excavations**

Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply mutatis mutandis to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose.”

**PSD 5 CONSTRUCTION**

**PSD 5.1 Precautions**

**PSD 5.1.1 Safety**

**PSD 5.1.1.3 Explosives**

*Replace the content of this sub-clause with the following:*

“The use of explosives will only be allowed with special consent by the Employer and the Engineer.”

**PSD 5.1.5 Reinstatement and maintenance of roads**

*Add the following:*

“Where crossings have been made, the roads shall be reinstated in accordance with the details specified in sub-clause 5.9 of SANS 1200 DB.”



**PSD 5.2 Methods and procedures****PSD 5.2.2 Excavation****PSD 5.2.2.1 Excavation for general earthworks and for Structures**

*Add the following paragraph (b):*

“When the nature of the material precludes the above procedure, additional excavation shall be carried out to provide working space for the erection of formwork. In general, payment will be made for a working width of 750mm, but the Contractor may excavate a greater working width at no additional cost to the Employer.”

*Replace the content of paragraph (e) with the following:*

“Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material.

Where excavations for structures have been carried out in hard material, the Engineer may direct the over excavation to be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall re-trim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account.”

**PSD 5.2.2.3 Disposal**

*Add the following:*

- (a) “The Contractor shall provide the necessary spoil site for unsuitable material, shall make the necessary arrangements with the owner of the site where the material is disposed of, and shall make provision in his rates for all charges in this regard and for transporting the material regardless of the distance involved.”

- (b) The Contractor shall stockpile the suitable surplus material for municipal use at a place outside the site, as directed by the Engineer.

*Add the following sub-clause:*

#### **PSD 5.2.2.4 Selection and Stockpiling**

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for that purpose or should be used for that purpose. The Contractor shall select suitable material from that source, discard unsuitable material and reserve material for the other purpose as necessary. When required and as ordered by the Engineer, suitable material from excavation shall be stockpiled for later use as described above.

#### **PSD 5.2.5 Transport for Earthworks**

*Replace the contents with the following:*

For the purpose of this Contract, the free haul distance for all material shall be unlimited. Therefore, no additional Haulage costs will be paid on the transporting of any material and the tendered rates will be deemed to include all haulage." This includes haulage from the designated municipal borrow pit to site as indicated by the Engineer, disposal of spoil material as well cut to stockpile of suitable material from excavations.

#### **PSD 5.2.3 Placing and compaction**

*Add the following:*

- PSD 5.2.3.1** "All filled embankments shall be benched. The width of the benched layers to be cut away shall be determined by the appropriate construction machinery used. No additional payment will be made for the benching of embankments and all costs for the benching shall be deemed included in the tendered rate."

#### **PSD 6 TOLERANCES**

##### **PSD 6.1 Position, dimensions, levels etc.**

*Add the following:*

Degree of accuracy II shall apply for all earthworks.

**PSD 6.2 Moisture content and density**

Degree of accuracy II shall apply.

**PSD 7 TESTING****PSD 7.2 Taking and testing of samples**

*Replace the contents of this sub-clause with the following:*

“The Contractor shall arrange with the approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 85% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points (5%) below the specified value.

The frequency of density testing for this project shall be 1 test per every 1000m<sup>2</sup> for every 300 mm layer for areas larger than 500m<sup>2</sup>, provided that a minimum of 4 tests are done per section. A minimum of 4 tests are to be done for an area smaller than 1000m<sup>2</sup>.

For fill material 1 indicator test per soil sample is required, minimum of 1 test required.

For the selected layer 1 indicator test per 2 000m<sup>2</sup> is required, minimum of 1 test required.

For the selected layer 1 UCS/CBR test per 5 000m<sup>2</sup> is required, minimum of 1 test is required.

**PSD 8 MEASUREMENT AND PAYMENT****PSD 8.1 Basic principles**

*Add the following:*

PSD 8.1.4 “No additional payment for testing of materials will be made and the costs thereof are deemed to be included in rates tendered.”

**PSDB EARTHWORKS (PIPE TRENCHES)****PSDB 3 MATERIALS****PSDB 3.5 Backfill Materials**

*Add the following paragraph*

(c) Cement stabilized backfilling

Backfilling shall be stabilized with 5% cement where directed by the Engineer. Aggregate shall consist of approved soil or gravel containing particles not bigger than 38mm and with a plasticity index not exceeding 10. The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100mm thick to 90% of modified AASHTO density.

(d) Soilcrete backfilling

Aggregate for Soilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing particles not bigger than 38mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to a slump of 100mm, so that the mixture can be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary.”

**PSDB 3.7 Selection**

*Replace the words “if he so wishes” in the first line of the second paragraph with the words “at his own cost”.*

**PSDB 5 CONSTRUCTION****PSDB 5.1.3 Accommodation of traffic and access to properties**

*Add the following to item (b)*

“The Contractor shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor’s attention is drawn to Clause 4.15 of the General Conditions. The Contractor shall at all times, wherever possible, keep open and maintain all existing roads on or about the Site that may be affected by his operations in connection with the Contract, and he shall construct

and maintain, to the satisfaction of the Engineer, temporary access roads and Steel or timber bridges over excavations in roads, sidewalks, entrances or accesses to properties.

Temporary pedestrian access bridges shall be at least 1.2 m wide and temporary access bridges for vehicles shall be at least 3.6m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Full compensation for providing access to properties, including temporary access bridges, shall be included in the rate tendered for item PSDB 8.3.7”

**PSDB 5.2 Minimum base widths**

*Replace paragraph (a) with the following:*

“Where two pipes are placed in separate parallel trenches, they shall be 300mm apart and the specified side allowance will still apply.”

**PSDB 5.4 Excavation**

*Add the following:*

“Trenches shall be of such a depth that the minimum cover over the pipes shall be 800mm except at road crossing where the minimum cover shall be 1200mm.”

Where no elevations are detailed on the drawings, trench excavations shall be of such depth that the minimum cover over the pipe used shall be in excess of the minimum shown on the relevant details.

Where the routes of electric cables and telephone ducts coincide with the routes of trenches for water and sewer pipes, the pipe trenches shall be utilized for also installing cables and /or ducts.

No additional payment will be made to the Contractor for any inconvenience he may experience, because of this requirement and it will be deemed that any such costs be included in the tendered rates.”

**PSDB 5.6 Backfill****PSDB 5.6.3 Disposal of soft excavation material**

*Replace the contents of this sub-clause with the following:*

“Excavation material from the trench that has become surplus shall be used as fill if suitable or shall be disposed of at an approved site to be furnished by the Contractor and approved by the landowner/local authority and no overhaul will be paid on material disposed in this manner.”

**PSDB 5.7 Compaction**

*Add the following:*

“Where pipelines cross existing gravel roads, backfilling shall be carried out as specified under 5.7.2 and payment therefore will be made under sub-item 8.3.3.3.”

**PSDB 8 MEASUREMENT AND PAYMENT****PSDB 8.3 Scheduled items****PSDB 8.3.3 Excavation ancillaries****PSDB 8.3.3.4 Overhaul**

*Delete this item and replace with the following:*

No overhaul will be paid for material in terms of this contract and costs for transporting material shall be included in the applicable tendered rates and amounts.

*Replace item 8.3.7 with the following:*

**PSDB 8.3.7 Accommodation of traffic**

Unit: Sum

The tendered sum shall include full compensation for the accommodation of traffic and the construction and maintenance of bypasses, including existing roads used as bypasses, during the construction period. It shall also include full compensation for traffic control, traffic signs and, where necessary, communications equipment to regulate traffic, for the construction of temporary drainage works, for the maintenance of drainage works, arrangements for moving services, attending to traffic problems, and complying with the requirements of the Road Traffic Ordinance and the relevant local authorities. Note that all items listed under item

PSDB 5.1.3 are to be included under this payment item. Payment shall be made in equal monthly installments.”

## **PSG CONCRETE (STRUCTURAL)**

### **DEFINITIONS**

#### **a) General**

##### Adverse weather:

*Replace clause a) with:*

- a) the ambient temperature is above 30°C, or

*Replace clause c) with:*

- a) the wind velocity is higher than 30 km/h,

##### Hot Weather:

*Replace this clause with:*

Weather conditions in which the ambient temperature is higher than 35°C.

##### Normal Weather:

*Replace this clause with:*

Weather conditions in which the ambient temperature is higher than 10°C but not higher than 30°C

#### **PSG 2.4.1.4 Very Severe Conditions**

*Add the following to this clause:*

- e.) *Dry, warm easterly wind conditions / berg-wind conditions*

#### **PSG 3.2.1 Applicable Specifications**

*Add the following to this clause:*

The on-site, or at the batching unit mixing of milled granulated blast furnace slag or fly-ash shall under no circumstances be permitted.

#### **PSG 3.2.3 Storage of cement**

*Add the following to this clause:*

Cements to be used in concrete for structures shall always be stored in a cool environment. Cement silos shall be painted white to minimise any temperature rise in the stored cement.

**PSG 3.3 WATER**

*Add the following to this clause:*

Recycled sewage /purified effluent / grey water may not be used for the making or curing of concrete. To limit heat gain in concrete for structures, the temperature of mixing water shall preferably be below 20°C when added to the concrete mix.

**PSG 3.4.3 Storage of Aggregates**

*Add the following to this clause:*

c) mixing with on-site soil is prevented by either storing on an impermeable, undamaged surface, or sacrificing minimum 150 mm bottom layer of aggregate, which sacrificed materials shall be spoiled to the Disposal yard, or used as fill, as directed by the Engineer.

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

Contractor shall ensure adequate drainage of all aggregate stockpiles.

Aggregates shall be stored on a hard surface which will not mix with the aggregate (such as a concrete floor), alternatively the bottom 100 mm of the stockpile, especially when stored on sulphate containing soil, shall not be used in concrete and shall be discarded as contaminated and treated as per clause 3.7.

**PSG 3.5 ADMIXTURES****PSG 3.5.1(Add) Approval of Admixtures Required**

*Add the following to this clause:*

Contractor shall apply Penetron Admixture or similar approved to the Concrete as directed by the Engineer. The use of plasticizers with air-entraining properties will not be allowed.

**PSG 3.5.2 Air-Entraining Agents.**

*Add the following to this clause:*

Air entraining agents shall not be used, especially not in concrete which may come into contact with soil, or moisture, thus not in the contact zone from soil level and 300 mm above.



**PSG 3.6 REINFORCEMENT.**

*Add the following to this clause:*

Reinforcement shall not be allowed to come in contact with soil. Any rebar which comes in contact with soil and forms a corrosion cake of rust and soil shall be removed from site and replaced at the cost of the Contractor.

High tensile Y-bars shall have a minimum yield strength of 450 MPa and mild steel R-re-bars a yield strength of at least of 250 MPa.

**PSG 3.8 DETERIORATED MATERIAL**

*Add the following to this clause:*

The removal and replacement of material shall be at the cost of the Contractor.

**PSG 4.5.3 Ties**

*Replace this sub-clause in its entirety with:*

Formwork ties in structures shall be of the 12 mm Extended Coil Tie with Water-Bar type by Form-Schaff. No ferrules or ferrule pipes may be used in structural elements of structures. The Contractor shall allow in his rates for the specified formwork ties and ensure that his formwork is compatible with these 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 and ensure that the seal is watertight.

**PSG 5.1.2 Fixing**

*Add the following to this clause:*

All binding wire shall be flattened or bent away neatly from the formwork to ensure that binding wire does not reduce the cover. Tying wire shall not encroach on the specified minimum cover by more than a single strand thickness.

**PSG 5.1.3 Cover**

*Replace sub-clause (a) in its entirety with:*

- a) the applicable value given in Table 1, measured from the outside of any bar, secondary reinforcement, tie stirrup, tying-wire knots or wire ends, or

*Replace Table 1 in its entirety with:*

The minimum concrete cover to reinforcement shall be as follows:

- All reinforcement underground- all round 50 mm

*Add the following to this sub-clause:*

The cover blocks for structures 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.

A suitable mix design for concrete in cover blocks shall be submitted to the Engineer for acceptance, alternatively approval shall be obtained from the Engineer for the use of spacers obtainable in the industry.

#### **PSG 5.1.4 Splicing**

*Additional to this clause:*

Splice lengths in the case of water-retaining structures shall not be less than 60 diameters and in non-water-retaining structures not less than 50 diameters. Where applicable in water-retaining structures, splices shall be staggered so that they are evenly spread throughout the structure.

#### **PSG 5.1.5 Protection of Exposed Bars**

*Add the following to this clause:*

Before bars protected against exposure may be introduced into concrete, the protection system shall be removed to the approval of the Engineer.

#### **PSG 5.2.1 Classification of Finishes**

*Add the following additional sub-clauses to sub-clause (c):*

(i) Special off-shutter finish

Special off-shutter formwork shall produce a finish that will comply with the requirements of Degree of Accuracy II according to clause 6.2(c)(7). For this contract the special off-shutter finish is applicable to all visible concrete.

Formwork panels shall be free from, 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, 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.

(ii) Top of wall footing and floor slab

The top of the wall footing, and the floor slab shall have a steel-floated finish.

(vi) Visible corners

All visible/ exposed concrete corners shall have a 25 mm x 25 mm chamfer.

#### **PSG 5.2.2 Preparation of Formwork**

*Add the following to this clause:*

Old vehicle oil shall under no circumstances be used as release agent for formwork.

**PSG 5.2.5 Removal of Formwork****PSG 5.2.5.2 Add the following to this sub-clause:**

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

**PSG 5.5.1.3 Workability**

*Add the following to this sub-clause*

The workability range for all PFA concrete (slump) shall be between 50 and 80 mm.

**PSG 5.5.1.5 Durability**

*Add the following to this sub-clause*

The maximum ratio of water to cementitious material shall be 0.45.

**PSG 5.5.1.7 Strength Concrete**

*Add the following to this sub-clause:*

- (c) 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.
- (d) 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/m<sup>3</sup> for 30 MPa/19 mm concrete or 460 kg/m<sup>3</sup> for 40 MPa/19 mm concrete.
- (e) All concrete shall be based on designed mixes. Trial mixes shall be made by an approved laboratory with suitable experience in the design of PFA concrete mixes, mix designs and cube results submitted to the Engineer.

**PSG 5.5.3 Mixing**

*Add the following to this clause:*

Only mixing by mass / weighing shall be allowed. Mixing by volume (except for fluids) shall not be allowed.

**PSG 5.5.3.2 Ready-mixed concrete**

*Add the following to this clause:*

The use of ready-mixed concrete shall be permitted for this contract, 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, thus Contractor shall take its own samples of concrete on site and have them tested in accordance with the requirements of clause 7.1.2.

**PSG 5.5.5.1** *Add the following to this sub-clause:*

Contractor shall give the Engineer at least 72 hours' notice of his intention to cast concrete.

**PSG 5.5.5.5** *Replace this sub-clause in its entirety with:*

Concrete shall not be allowed to fall freely through a height of more than 2.4 m during placing in structures.

**PSG 5.5.7** **Construction Joints**

*Add the following to sub-clause 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.

*Replace the first sentence of clause 5.5.7.3 with the following:*

The method adopted for forming joints not covered by 5.5.7.1 and unforeseen joints (see 2.4.3) in non-water-retaining structures shall be as prescribed in sub-clauses (a) to (d) and in water-retaining structures shall be as prescribed in sub-clause (e) hereafter.

*Add the following additional paragraph to clause 5.5.7.3:*

(e) Construction joints:

Depending on the weather conditions, the surface of the concrete shall be sprayed with a high-pressure water jet within 24 hours of casting to remove all laitance and fine particles to a depth of at least 10 mm and to expose the coarse aggregate embedded in sound concrete. The Contractor shall ensure that the green concrete is not damaged or disturbed during the preparation of the joint and that water stops are not damaged.

After the reinforcement for the next pour has been fixed and the formwork erected, the construction joint shall be cleaned thoroughly with a pressurised water jet. The joint shall then be wetted continuously with water for 24 hours to completely saturate the concrete immediately before new concrete is cast. Before the new concrete is cast all excess water shall

be removed from the construction joint and the new concrete shall be cast directly onto the prepared surface.

This procedure must be read in conjunction with the notes on the concrete drawings.

### **PSG 5.5.8 Curing and Protection**

*Replace this clause in its entirety with:*

#### **22.1.1. Curing Compound**

The use of a curing compound accepted by the Engineer prior to application and applied in accordance with the manufacturer's instructions is allowed.

Whatever method of curing is adopted, its application shall not cause staining, contamination, or marring of the surface of the concrete. Water used shall comply with the requirements of 3.3.

#### **22.1.2. Floor and roof slab and wall footing**

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.

#### **22.1.3. Wall**

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.

#### 22.1.4. 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 weekends, 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 acceptance.

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.

#### 22.1.5. Determination of intervals and duration of application of water

The duration of water application and the intervals of application will be determined by Contractor and submitted on a daily basis during the curing period, for acceptance by the Engineer. The duration and intervals shall be adjusted to allow for adverse conditions such as high temperatures and/or dry, windy conditions.

#### 22.1.6. 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.

#### 22.1.7. Duration of curing

The curing period shall be at least 10 days.

#### 22.1.8. General

Notwithstanding the preceding specifications, Contractor shall also ensure that the concrete shall not be exposed to thermal shocks during the first 28 days after casting and 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.

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 bonding.

#### **PSG 5.5.9 Adverse Weather Conditions**

*Replace the first sentence of 5.5.9.2 with the following:*

When the ambient temperature is above 25°C, the temperature of the concrete when deposited shall not be allowed to exceed 25°C.

#### **PSG 5.5.10 Concrete Surfaces**

*Add the following to sub-clause 5.5.10.2:*

- (a) **Wood-floated Finish**  
When a wood-floated finish is specified, the surface shall first be treated as specified in sub-clause 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.
- (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 (laitance) to the surface, the leveled 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 leveled concrete surface shall be power-floated to provide a dense, smooth, uniform surface of high quality free from trowel marks.



**PSG 5.5.11 Watertight Concrete**

*Add the following to this clause:*

All water-retaining structures built under this contract shall be watertight without the addition of supplementary cement plaster, 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 must be undertaken to ensure water tightness shall be for the Contractor's own account. Refer also to the relevant payment clause in this regard.

**PSG 5.5.14 Defects**

*Add the following to sub-clause 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, or similar, to the prepared surface, followed by an approved one-component, non-sag, cement-based patching and repair mortar like SikaRep LW by Sika, or similar.

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 for the repair procedure proposed by Contractor.

**PSG 5.7 (Add) ITEMS BUILT INTO STRUCTURES**

The building in of items, such as puddle pipes, into structures may be executed in either of the following ways:

- (a) the items shall be positioned prior to construction of the relevant part of the structure and subsequently cast in simultaneously with the concreting of the specific part of the structure; or
- (b) recesses or holes may be blocked out in or through the relevant part of the structure, and the item may then be positioned afterwards and grouted or concreted in, in an approved manner.

The Contractor's attention is drawn to the fact that the decision as to which alternative to adopt is solely his and that finally the works shall be completed as specified and as detailed on the drawings.

In the case of (b) above where pockets were left for the later casting in of items, the following procedure shall be followed:

The old concrete surface shall be roughened and cleaned to expose coarse aggregate and remove all loose particles, then treated with an approved bonding agent such as Baralatex or similar. The pocket shall be filled with the same type and strength of concrete as the original type. After removal of the shutters, the area shall be treated with an approved curing compound.

**PSG 6.2 PERMISSIBLE DEVIATIONS**

**PSG 6.2.3 Specified PDs**

*Replace sub-clause (a)(3) in its entirety with:*

The permissible deviation for cover to reinforcement shall be -0 to +5 mm irrespective of the Degree of Accuracy.

**PSG 7.1.1 Facilities**

*Add the following to this clause:*

Slump cones and sampling cubes shall be stored cleanly and in shade to prevent heat impact on the tests / samples.

**PSG 7.1.2 Frequency of Sampling**

*Add the following to this clause:*

Slump testing and cube sample shall be done on site just prior to casting of concrete. Cubes shall be stored inside the forms, under shade and kept moist with wet cloth / damp sand / curing compound and shall only be transported to the testing facility after initial setting, as agreed to by the Engineer, or maximum 6 hours after sampling.

*Replace sub-clause 7.1.2.1 in its entirety with:*

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.

**PSG 7.2.4 Early-strengths Testing**

*Add the following to this clause:*

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

**PSG 8.1.2 Reinforcement**

*Amend the last sentence of 8.1.2.1 to read:*

Steel offcuts resulting from the cutting and bending of reinforcement in accordance with the bending schedule shall be deemed to be the property of the Contractor, unless the reinforcing was free-issued by the Employer.

*Replace sub-clause 8.1.2.2(a) in its entirety with the following:*

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

*Delete the words "nominal size 25 mm" in the first line of this sub-clause 8.1.2.3(a)*

*Delete sub-clause 8.1.2.3(b) in its entirety.*

**PSG 8.1.3 Concrete**

*Add the following to this sub-clause:*

Payment for concrete in structures will be made as follows:

- (a) Full payment will be made for concrete when it has been placed and accepted by the Engineer as described in sub-clause 8.1.3.3 and other relevant clauses

**PSG 8.1.3.2 Add the following to this clause:**

- e. Different elevations of concrete structures

**PSG 8.1.4 (Add) Casting-in of Pipes and Specials**

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 casting in the items supplied under this Contract whether the items are positioned prior to construction or subsequently placed in blocked-out holes.

**PSG 8.4 SCHEDULED CONCRETE ITEMS****PSG 8.4.3 Strength concrete, grade**

*Add the following to the payment paragraph:*

The tendered rate for concrete to be used in structures shall also include all measures necessary to store cement, water and aggregates in a cool environment to ensure that the ingredients of the concrete are cool at the time of mixing.

**PSG 8.4.7 (Add) Curing of concrete (structure to be stated)**

Unit: Sum

The stated sum shall include all costs to cure the concrete as specified in sub-clause 5.5.8 for the structures stated. The curing of concrete in other structures not stated will be deemed to be included in the rates tendered for concrete under sub-clause 8.4.3. Payment will be made in accordance with 8.1.3(b).

**PSG 8.10 (Add) MISCELLANEOUS ITEMS**

These items will be measured per metre, per square metre, per number, or as a sum as scheduled.

The rate or sum shall cover the cost of the complete supply and installation of the scheduled item in accordance with the specifications and as described in the schedule of quantities and as detailed on the drawings including casting into concrete where applicable.

**PSGA CONCRETE (SMALL WORKS)**

See amendments to SANS 1200 G above as these amendments apply to the applicable 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.

Refer to the corresponding clauses of SANS 1200 G as well.

**PSGA 3.2.1 Applicable Specifications**

*Add the following paragraphs:*

The SABS approved the European Pre-standard (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.

### **PSGA 3.2.3 (Add) Portland Fly Ash Cement**

Portland fly ash cement shall be used in concrete for all water-retaining structures. For that purpose, CEM II B-V 32,5 or CEM II B-W 32,5 in compliance with the requirements of SABS ENV 197:1992 shall be used. Under no circumstances shall Contractor mix (or have it mixed by someone else) Ordinary Portland Cement – OPC (CEM I 42,5) with Pulverized Fuel Ash (PFA) for use on site unless the mixing procedure is submitted to Engineer for acceptance, test mixes are batched and tested to prove the quality of the mixed product and Engineer accepts the procedure and product.

If aggregates to be used in this Contract are alkali-reactive, the cement used on this Contract shall not have an alkali content ( $\text{Na}_2\text{O} + 0,658 \text{K}_2\text{O}$ ) which exceeds 0,6 % by mass of the cement. The total alkali content of the concrete shall not exceed 2.1 kg/m<sup>3</sup> for aggregates falling in the rapidly expanding group (e.g. Malmesbury Group Meta-sediments) or 2.8 kg/m<sup>3</sup> for Cape Granite. The Contractor shall submit

### **PSGA3.2.4 (Add) Pulverised Fuel Ash (PFA)**

If PFA is blended with OPC on site, the following additional requirements shall apply:

- (a) PFA shall be obtained from only one power station, from which the PFA has to be approved for use in concrete, for which Contractor shall supply the proof prior to importing the PFA.
- (b) Should the Contractor wish to change the source of PFA during the Contract, he shall inform the Engineer accordingly in advance, carry out tests on the PFA, produce trial mixes in accordance with the Specifications and obtain the Engineer's approval in writing.  
After receiving the approval, the Contractor shall inform the Engineer in writing as to the date when the PFA from the new source is to be used.
- (c) All PFA shall comply with the requirements of BS 3892 Part 1 1982.
- (d) The Contractor shall obtain the producer's test certificates for each consignment of PFA, which shall be retained as record documents.
- (e) Each consignment of PFA shall be tested for loss of ignition (which shall not exceed 7%), and the percentage mass retained on a 45 micron sieve by wet screening (which shall not exceed 12.5%). Testing shall be carried out in accordance with the procedures specified in BS 3892 Part 1 1982.
- (f) In addition, the chloride content and sulphate ( $\text{SO}_3$ ) content of the PFA shall be tested every three months for each power station source.

If PFA and OPC are blended on site, PFA shall be stored separately from cement and shall have separate delivery facilities. It shall be stored in the same manner as specified for cement. When handled in bulk and stored in silos, PFA shall require a greater silo capacity and more efficient filters than Portland cement, and furthermore, provision must be made for aeration in the storage silo. The percentage of PFA by mass

shall be 30% of the total cementitious material in the concrete, which is defined as the total mass OPC and PFA combined.

#### **PSGA 3.4 AGGREGATES**

##### **PSGA 3.4.1 Applicable Specifications**

*Replace the clause in its entirety with:*

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/m<sup>3</sup>.

Aggregates to be used in this contract shall be tested in accordance with subsection C-15 of SABS 1083 to determine whether it is potentially alkali-reactive. If alkali-reactive it shall either be replaced with aggregates that are non-reactive or the requirements of subclause Add 3.2.3 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 Contractor shall confirm 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.

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

#### **PSLB BEDDING (PIPES)**

##### **PSLB 3 MATERIALS**

##### **PSLB 3.1 Selected granular material**

*Replace the contents of this sub-clause with the following:*

“Selected granular material shall be fine sand material and have a PI not exceeding 6 and shall be free from sharp-edged particles. Bedding and Blanket materials will only be imported if the materials from excavation are not suitable.”

##### **PSLB 3.3 Bedding**

*Add the following:*

"uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this sub-clause."

**PSLB 3.4 Selection**

**PSLB 3.4.1 Suitable material available from trench excavation**

*Replace the words "but is not required" in the fifth line with the words "at his own cost."*

**PSLB 8 MEASUREMENT AND PAYMENT**

**PSLB 8.1 Principles**

**PSLB 8.1.5 Disposal of displaced material**

*Replace the contents of this sub-clause with the following:*

"Material displaced by the pipeline and by imported material from sources other than trench excavation, shall be disposed of an approved site to be furnished by the Contractor. No haulage shall be payable for transporting such material."

**PSLB 8.1.6 Free-haul**

*Delete the words "of 0,5km" in the first line of this sub-clause.*

---

## Drawings

### SEWER RISING MAIN

18W131-C01  
18W131-C03

SEWER RISING MAIN LAYOUT – GOOGLE  
WATER DETAILS

### OXIDATION PONDS

18W131-C10  
18W131-C11  
18W131-C11  
18W131-OX-C01

PROPOSED PONDS LAYOUT AND FENCE SETTING OUT  
DETAILS AND SECTIONS SHEET 1 OF 2  
DETAILS AND SECTIONS SHEET 2 OF 2  
SECURITY FENCE DETAILS



---

## Supplementary Information

Not applicable.

## **PART 3 – Conditions of Contract and Contract Forms**

## Section VI - General Conditions of Contract

### Table of Clauses

<b>A. General</b> .....	<b>91</b>
1. Definitions .....	91
2. Interpretation .....	93
3. Language and Law.....	94
4. Project Manager’s Decisions.....	94
5. Delegation.....	94
6. Communications .....	94
7. Subcontracting .....	94
8. Other Contractors.....	94
9. Personnel and Equipment.....	95
10. Employer’s and Contractor’s Risks .....	95
11. Employer’s Risks.....	95
12. Contractor’s Risks .....	96
13. Insurance .....	96
14. Site Data .....	96
15. Contractor to Construct the Works .....	97
16. The Works to Be Completed by the Intended Completion Date .....	97
17. Approval by the Project Manager .....	97
18. Safety.....	97
19. Discoveries.....	97
20. Possession of the Site.....	97
21. Access to the Site .....	97
22. Instructions.....	98
23. Appointment of the Adjudicator .....	98
24. Procedure for Disputes .....	98
<b>B. Time Control</b> .....	<b>99</b>
25. Program .....	99
26. Extension of the Intended Completion Date .....	99
27. Acceleration .....	100
28. Delays Ordered by the Project Manager .....	100
29. Management Meetings.....	100
30. Early Warning.....	100
<b>C. Quality Control</b> .....	<b>101</b>
31. Identifying Defects.....	101
32. Tests .....	101

33. Correction of Defects.....	101	
34. Uncorrected Defects.....	101	
<b>D. Cost Control.....</b>	<b>101</b>	
35. Contract Price.....	101	
36. Changes in the Contract Price.....	102	
37. Variations .....	102	
38. Cash Flow Forecasts.....	103	
39. Payment Certificates .....	103	
40. Payments .....	104	
41. Compensation Events .....	104	
42. Tax .....	106	
43. Currencies .....	106	
44. Price Adjustment .....	106	
45. Retention .....	107	
46. Liquidated Damages.....	107	
47. Bonus .....		108
48. Advance Payment .....	108	
49. Securities.....	108	
50. Dayworks.....	110	
51. Cost of Repairs.....	110	
52. Labour Clause .....	110	
<b>E. Finishing the Contract.....</b>	<b>111</b>	
53. Completion .....	111	
54. Taking Over .....	111	
55. Final Account.....	111	
56. Operating and Maintenance Manuals.....	111	
57. Termination.....	112	
58. Fraud and Corruption .....	113	
59. Payment upon Termination .....	114	
60. Property.....	114	
61. Release from Performance.....	114	

## General Conditions of Contract

### A. General

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

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

responsible for supervising the execution of the Works and administering the Contract.

- (z) SCC means Special Conditions of Contract
- (aa) The Site is the area **defined as such in the SCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Sub-Contractor 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,<sup>7</sup> 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.

---

<sup>7</sup> *In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”*



- 9. Personnel and Equipment**
- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the

## Completion Date.

- 12. Contractor's Risks** 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance** 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of notification of award. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 13.6 The policies which are in the joint names of the Contractor and the Employer shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Employer.
- 14. Site Data** 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. **Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
16. **The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
17. **Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
18. **Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
19. **Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. **Possession of the Site** 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within thirty days for execution of works in accordance 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 Contractors (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:

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

where:

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

$A_c$  and  $B_c$  are coefficients<sup>8</sup> **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

$I_{mc}$  is the index prevailing at the end of the month being invoiced and  $I_{oc}$  is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

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

#### 45. Retention

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

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

#### 46. Liquidated Damages

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

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by

---

<sup>8</sup> *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]*

the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

- 47. Bonus** 47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 48. Advance Payment** 48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 49. Securities** 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Notification of award and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.
- 49.2(a) Where the Contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:
- (i) in the execution of the contract, fulfill its obligation

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

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

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

(c) For contracts up to N\$ 5 M, an amount equal to the value of the preference security shall be retained from progressive payments to the Contractor, to constitute the guarantee for the preference security.

(d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer’s Representative as per GCC 53.

(e) The cost of providing the security shall be borne by the Contractor.

#### 49.3 Where a Preference Security is applicable:

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

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

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

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

(v) The preference security shall be forfeited by the employer in

case of failure on the part of the Contractor to employ at least 80% of the local manpower in the execution of the Works.

**50. Dayworks**

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

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

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

**51. Cost of Repairs**

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

**52. Labour Clause**

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

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

(ii) by arbitration awards; or

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

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

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

(a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

(b) stating whether any remuneration payable in



respect of work done is due;

(c) containing such other information as the Chief Executive Officer of the Public Body administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

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

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

## **E. Finishing the Contract**

53. **Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
54. **Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
55. **Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
56. **Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or

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

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

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

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

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or

not.

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

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

**58. Fraud and Corruption**

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

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

58.3 For the purposes of this Sub-Clause:

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

threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

**59. Payment upon Termination**

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

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

**60. Property**

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

**61. Release from Performance**

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

## Section VII. Special Conditions of Contract

*[Except where otherwise indicated, all SCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed]*

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

<b>A. General</b>	
<b>GCC 1.1 (r)</b>	The Employer is:  Kunene Regional Council P/Bag 502 Opuwo
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be:  The intended completion date for the project is 6 (six) calendar months after possession of site, excluding the annual builder's holidays during December and January, but including all other statutory holidays.
<b>GCC 1.1 (y)</b>	The Project Manager is:  <b>Ingplan Consulting Engineers and Project Managers,</b>  <b>P.O. Box 90835, Klein-Windhoek</b> <b>Unit5, Square Park, Hebenstreit Street, Ludwigsdorf, Windhoek, 9000.</b>  <b>A.G du Toit, <a href="mailto:info@ingplan.com.na">info@ingplan.com.na</a></b> <b>W. Stander, <a href="mailto:werner@ingplan.com.na">werner@ingplan.com.na</a></b>
<b>GCC 1.1 (aa)</b>	The Site is located at:  The site of the Works is in Sesfontein, Kunene Region
<b>GCC 1.1 (dd)</b>	"The Start Date shall be: 14 April 2025  Date of site handover will be confirmed at the signing of the Agreement
<b>GCC 1.1 (hh)</b>	The Works consist of:  The construction of a Rising Pipeline to the New Oxidation Ponds.
<b>GCC 2.2</b>	Sectional Completions are: <b>NOT APPLICABLE</b>
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: <b>Relevant</b>

	<b>SANS 1200 Sections</b>
<b>GCC 5.1</b>	<p>The Project manager may delegate his duties and responsibilities as follows:</p> <p><u>Civil/Structural Engineer</u></p> <p>Mr. Willem van Staden  <a href="mailto:willem@ingplan.com.na">willem@ingplan.com.na</a></p>
<b>GCC 6.1</b>	<p><b>A notice shall be effective only when it is delivered by hand and signed for.</b></p> <p>Delivery address for notices is:</p> <p>Employer:</p> <p>Kunene Regional Council  Mbumbijazo Muharukua Street  Opuwo</p> <p>Contractor:</p> <p>-----  -----  -----</p>
<b>GCC 8.1</b>	Schedule of other Contractors: <b>NOT APPLICABLE</b>
<b>GCC 13.1</b>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials:</p> <p><b>Full amount of the works plus 20%</b></p> <p>(b) for loss or damage to Equipment:</p> <p><b>The replacement value of the equipment that the Contractor intends to use on site until the taking over by the Employer.</b></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract</p> <p><b>Replacement value of the properties that are exposed to the action of the Contractor in the execution of the works.</b></p>

	<p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees</p> <p><b>N\$5,000,000.00 for each and every claim occurrence without a limit to the number of occurrences.</b></p> <p>(ii) of other people:</p> <p><b>N\$5,000,000.00 for each and every claim occurrence without a limit to the number of occurrences.</b></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the Contractor.</p>
<b>GCC 14.1</b>	<p>Site Data are:</p> <p>No Geotechnical investigation has been carried out.</p>
<b>GCC 20.1</b>	<p>The Site Possession Date(s) shall be:</p> <p>To be confirmed at the signing of the Agreement</p>
<b>GCC 23.1</b>	<p>Appointing Authority for the Adjudicator:</p> <p><b>(a)</b> No Adjudicator shall be appointed at the issuance of the Notification of Award.</p> <p><b>(b)</b> An Adjudicator will be appointed if and when disputes may arise during the contract.</p>

<b>GCC 24.1</b>	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p style="padding-left: 40px;">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>
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <b>Not applicable.</b>
<b>GCC 24.4</b>	<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.</p> <p>The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</p>
<b>B. Time Control</b>	
<b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Notification of award.
<b>GCC 25.3</b>	<p>The period between Program updates is 30 (thirty) days.</p> <p>The amount to be withheld for late submission of an updated Program is:</p> <p style="padding-left: 40px;">5% of the next payment certificate</p>
<b>GCC 29.1</b>	Site meetings will be held on a monthly basis.
<b>C. Quality Control</b>	
<b>GCC 33.1</b>	The Defects Liability Period is: 365 days.
<b>D. Cost Control</b>	



<b>GCC 37.6</b>	“...work above the limit stated in Sub-Clause 38.1...” <b>should read</b> “...work above the limit stated in Sub-Clause 36.1...”
<b>GCC 39.7</b>	Interim Payment for Material on site <b>is</b> applicable at 80%
<b>GCC 40.1</b>	The interest paid by the Employer for late payment will be two (2) percent greater than the minimum lending rate charged by the Contractor’s bank, calculated from thirty (30) days after issue of payment certificate.
<b>GCC 41.1 (l)(a)</b>	The meaning of “exceptionally inclement weather” will be deemed to be weather which is not only extreme or severe but exceeding that which, on evidence of past years, could reasonably not have been expected.  The Contractor is, in addition to the above, to make allowance for normal vagaries of the weather in the programming of the Works.  Namibia Meteorological Services will be used to verify.
<b>GCC 41.2</b>	Notwithstanding the provisions of this clause, the preliminaries shall be adjusted on the basis of a fixed, time and value related items. (See GCC 40.3)
<b>GCC 43.1</b>	The currency of the Employer’s country is: <b>Namibian Dollars.</b>
<b>GCC 44.1</b>	The Contract <b>is not</b> subject to price adjustment.
<b>GCC 45.1</b>	The proportion of payments retained is 10 (ten) percent of the value of the work and materials valued, until such time as the amount retained equals 5 (five) percent of the contract sum, excluding VAT.
<b>GCC 46.1</b>	The liquidated damages for the whole of the Works are N\$5,000.00 (Thousand Namibian Dollars) per day  The maximum amount of liquidated damages for the whole of the Works is 15% of the contract price.
<b>GCC 47.1</b>	The Bonus for the whole of the Works is: <b>NOT APPLICABLE</b>
<b>GCC 48.1</b>	The Advance Payments shall be: <b>NOT APPLICABLE</b>
<b>GCC 49.1</b>	The Performance Security amount is:  (a) Bank Guarantee: 10% of contract price
<b>GCC 50</b>	Day works will be: <b>NOT APPLICABLE</b>
<b>GCC 52.3</b>	“...payment is filed under subsection <b>[Insert number]</b> ...” <b>should read</b> “... payment is filed under subsection 52.1...”
<b>E. Finishing the Contract</b>	
<b>GCC 55.1</b>	Notwithstanding the provisions in this clause, a detailed final account of the total amount that the Contractor deems payable under the contract will be delivered to the Project Manager within 28 (twenty-

	eight) days of issuance of Completion Certificate.
<b>GCC 56.1</b>	Operating and maintenance manuals should be supplied to the employer by the Contractor no later than: <b>During final Site Handover</b>
<b>GCC 56.2</b>	Amount to be withheld should the maintenance and operation manuals not be provided is: <b>N\$50 000.00</b>
<b>GCC 57.2 (g)</b>	The maximum number of days is: 145 calendar days
<b>GCC 57.2 (h)</b>	“...or in executing the Contract, pursuant to GCC Clause 57.1” <b>should read</b> “...or in executing the Contract, pursuant to GCC Clause 58.1.”
<b>GCC 57.3</b>	“...under GCC Sub-Clause 56.2...” <b>should read</b> “...under GCC Sub-Clause 57.2...”
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 15% (fifteen) percent.

## **Section VIII - Contract Forms**

### **Table of Forms**

<b>SAMPLE FORM FOR CONTRACT AGREEMENT .....</b>	<b>122</b>
<b>SAMPLE FORM FOR PERFORMANCE SECURITY (BANK GUARANTEE) .....</b>	<b>124</b>
<b>SAMPLE FORM FOR PREVERENCE SECURITY .....</b>	<b>125</b>

# CONTRACT AGREEMENT

THIS AGREEMENT made on the . . . . .day 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 Contract Agreement
- (b) the Notification of Award
- (c) the Contractor’s bid
- (d) the Special Conditions of Contract
- (e) the General Conditions of Contract;
- (f) the Specification
- (g) the Drawings
- (h) the Schedule of Quantities
- (i) Addenda No’s ... to ... [if any]
- (j) Appendix to the General Conditions of Contract [if any]

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

# PERFORMANCE SECURITY (BANK GUARANTEE)

*[The bank, as requested by the successful Contractor, 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)<sup>9</sup> 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]*,<sup>10</sup> and any demand for payment under it must be received by us at this office on or before that date.

.....**Bank’s stamp and authorized signature(s)**.....

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

<sup>10</sup> 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.”

# 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]*<sup>11</sup>, 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]*.<sup>1</sup>

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 Stamp of the Guarantor

<sup>11</sup> Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

Name of Bank: .....

Address: .....

Date:

.....





## KUNENE REGIONAL COUNCIL



Tel: +264-65-273950  
Fax: +264-65-273077

M. Muharukua Street  
OPUWO, NAMIBIA

Private Bag 502  
OPUWO, NAMIBIA

### Invitation for Bids (IFB)

**Project Name: Construction of pump station with rising main to sewage treatment plant (New Proposed Oxidation Ponds)**

**Procurement Reference No: W/ONB/KRC-01/2025**

Bids are invited through Open National Bidding (ONB) procedures for the Construction of pump station with rising main to sewage treatment plant (new proposed oxidation ponds) and the invitation is open to all Namibian bidders.

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

Qualification 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 document.

A complete set of Bidding Document 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 Muharukua Street, Opuwo, Bid box on 26 March 2025 on or before 10h00 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. KAMSEB**  
CHIEF REGIONAL OFFICER

