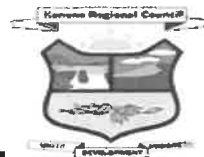




KUNENE REGIONAL COUNCIL



i

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

M. Muharukua Street
OPUWO, NAMIBIA

Private Bag 502
OPUWO, NAMIBIA

CONSTRUCTION OF BULK WATER STORAGE INFRASTRUCTURE AT SESFONTEIN

Procurement Reference No: W/ONB/KRC-04/2025

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

Cost: N\$ 300.00

Kunene Regional Council
Head of PMU
Procurement Management Unit
Private Bag 502

Tel: + 264 -65 273950
Fax: + 264 -65 273077
E-mail: pmu.kunenerc@gmail.com

Opuwo, Namibia

W/ONB/KRC-04/2025

Standard Bidding Document

Table of Contents

PART 1 – Bidding Procedures	1
Section 1 - Instructions to Bidders	2
Section II. Bidding Data Sheet (BDS)	17
Section III - Evaluation Criteria	22
Section IV - Bidding Forms	26
PART 2 – Employer’s Requirements	74
Section V - Employer’s Requirements	75
PART 3 – Conditions of Contract and Contract Forms	80
Section VI - General Conditions of Contract	81
Section VII. Special Conditions of Contract	105
Section VIII - Contract Forms	110
PART 4 – Additions to the Standard Bid Document	114
Appendix I: Scope of Work	114
Appendix-II: Project Standard Specifications	114
Appendix-III: Project Particular Specifications	114
Appendix-IV: Health & Safety Specifications	114
Annexure-I: Project Drawings Issued for Bid	114

PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

Table of Contents

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

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

Section I - Instructions to Bidders

A. General

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

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

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

For the purposes of this Sub-Clause:

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

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

- 5. Eligible Bidders**
- 5.1 A Bidder may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 5.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with

one or more parties in this bidding process, if :

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

5.3 (a) A bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified

(b) Bids from contractors appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

5.4 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

- 6. Qualifications of Bidders** 6.1. All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

6.2. Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.

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

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

- (a) a minimum average annual financial amount of construction work over the period **specified in the**

- (b) experience as prime contractor in the construction of a

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

- 8. Clarification of Bidding Document**
- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS.
- The Employer will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline for submission of bids.
- Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.
- 9. Site visit/Pre-bid meeting**
- 9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.
- 9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as provided for in the BDS. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- Non-attendance at the pre-bid meeting will lead to disqualification of a bidder.
- 10. Amendment of Bidding Document**
- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

C. Preparation of Bids

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

1. have a valid company Registration Certificate;
2. have an original or valid certified copy of good Standing Tax Certificate;
3. have an original or certified valid good Standing Social Security Certificate;
4. have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
5. have a certificate indicating SME Status (for Bids reserved for SMEs);
6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant 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 | <p>16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities submitted by the Bidder.</p> <p>16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.</p> <p>16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14.3 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.⁴</p> <p>16.4. The price to be quoted in the Bid Submission Form shall be</p> |

³ In lump sum contracts, delete "rates, prices, and."

⁴ In lump sum contracts, delete "rates, prices, and."

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 | <p>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.</p> <p>17.2 Unless otherwise specified in BDS interim payment for Plant and Material on site is applicable as per GCC 39.7.</p> |
| 18. Documents Comprising the Technical Proposal | <p>18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section IV), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.</p> |
| 19. Period of Validity of Bids | <p>19.1 Bids shall remain valid for a period specified in the BDS. The Bid Validity period should not exceed 180 days.</p> <p>19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.</p> |
| 20. Bid Securing Declaration | <p>20.1 The Bidder shall furnish a subscription to a Bid Securing Declaration in its original form with its bid as part of its bid, if so required in the BDS.</p> <p>20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section IV and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.</p> <p>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.</p> <p>20.4 Bid Security shall be forfeited, or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.</p> |
| 21. Format and Signing of Bid | <p>21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit the number of copies as specified in the BDS, clearly mark with the label "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> |

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

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

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

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

- 22.2 The inner and outer envelopes shall:

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal, Substitution, and Modification of Bids

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

26. Bid Opening

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

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

announced and recorded by the Employer at the opening.

E. Evaluation and Comparison of Bids

- | | |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 27. Confidentiality | <p>27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.</p> <p>27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</p> |
| 28. Clarification of Bids | <p>28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.</p> |
| 29. Determination of Responsiveness | <p>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.</p> <p>29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.</p> <p>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.</p> <p>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.</p> |
| 30. Nonconformities, Errors, and Omissions | <p>30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.</p> |
| 31. Correction of Arithmetical Errors | <p>31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <p style="padding-left: 40px;">(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained</p> |

by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32. Margin of Preference

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

33. Evaluation of Bids

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

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

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

33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in Section III (Evaluation and Qualification Criteria).

33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.

34. Comparison of Bids

34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated

bid.

- | | |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 35. Qualification of the Bidder | 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria. |
| 36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids | 36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. |

F. Award of Contract

- | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 37. Award Criteria | 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 38. Notification of Award | <p>38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by a Notification of award for award of contract. The Notification of award shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of notification of award, the Purchaser shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:</p> <ul style="list-style-type: none"> (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and (ii) an executive summary of the Bid Evaluation Report. <p>38.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> |
| 39. Signing of Contract | <p>39.1 Promptly upon issue of notification of award, the Employer shall send to the successful Bidder the Contract Agreement.</p> <p>39.2 Within thirty (30) days of receipt of the Contract Agreement,</p> |

the successful Bidder shall sign, date, and return it to the Employer.

40. Performance Security

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

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

41. Advance Payment and Security

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

42. Plant and Materials on site

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

43. Debriefing

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

Section II. Bidding Data Sheet (BDS)

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

A. General	
ITB 1.1	<p>The Public Entity is: <i>Kunene Regional Council</i></p> <p>The Work are:</p> <p>The project involves the construction of a groundwater storage facility to meet current demand while accommodating future borehole connections, along with the installation of booster pumping systems. Also refer to Section V of the Bid Document for detail project scope and description</p> <p>The name and identification of the Contract is:</p> <p>W/ONB/KRC-04/2025</p> <p>The Project is: Construction of Bulk Water Storage Infrastructure in Sesfontein Settlement.</p>
ITB 1.2	The Intended Completion period is 180 days from start date
ITB 2.1	The Funding Agency is: Kunene Regional Council
ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr</p>
ITB 6.2	<p>The information required from bidders in ITB Sub-Clause 5.2 is modified as follows:</p> <p>6.2 (k) Bidders and joint ventures shall have a bank account registered under their name at a Namibian banking institution.</p> <p>6.3 (l) Bidders should have three completion certificates (signed by the Accounting Officer of Public Entity) of the previously completed similar projects within the last five years.</p> <p>Bidder shall attach documentary evidence as required by Clause ITB 13.1 (e)(3) and all copies of original documentation should be certified by the appropriate authority.”</p> <ol style="list-style-type: none"> 1. have a valid or certified copy of company Registration Certificate; 2. have an original or certified copy of good Standing Tax Certificate; 3. have an original or certified valid copy of good Standing Social Security Certificate; 4. have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity

	<p>Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;</p> <p>5. have a certified copy of certificate indicating SME Status (for Bids reserved for SMEs);</p> <p>6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof.</p>
ITB 6.2 (d)	<i>Contractors should have at least Five (5) years of experience in similar construction works.</i>
ITB 6.3 (a)	The Contractor must have a minimum average annual financial amount of construction of N\$ 5.0 million over the last three (3) years.
ITB 6.3 (b)	<p>The number of works is: three (3) jobs 100% completed similar in nature</p> <p>The period is: Five (5) years</p>
ITB 6.3 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <ul style="list-style-type: none"> • Front End Loader • Excavator • Concrete Mixer • Tipper Truck • Water Truck • Roller Compactor • Hydraulic Jackhammer • Plate Compactor <p>N.B: In the given table under Clause 1.4 in Section IV, Qualification Information, the Bidder shall state each item of major plant, which she/he guarantees to provide on the site for the duration of the contract. The Bidder shall attach substantiating documentation to the Bid (proof of ownership or letter of intent from rental companies).</p>
ITB 6.3 (d)	<p>Bidders shall provide a detailed CV of the Contracts Manager and Key Staff to be appointed for this project. The contract manager shall be fluent in both English writing and communication.</p> <p>The following requirements are required for the contractor's personnel on this project:</p> <ul style="list-style-type: none"> - <i>Project/Contract Manager: at least five (5) years of experience</i> - <i>Site Agent: at least three (3) years of experience</i> - <i>General Foreman: at least three (3) years of experience and</i> - <i>Surveyor: at Least three (3) years of experience</i>

	In the given table under Clause 1.5 in Section IV, Qualification Information, the Bidder shall state the number of each category of personnel to be provided on site for the execution of the work and in the case of professional and technical staff the number of years of suitable experience after qualification.
ITB 6.3 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 15 % of the contract amount .
B. Bidding Documents	
ITB 8.1	<p>The Public Entity's address for clarification is:</p> <p>Kunene Regional Council Procurement Management Unit Private Bag 502, Opuwo Tel: + 264 -65 273950 Fax: + 264 -65 273077 Email: pmu.kunenerc@gmail.com Opuwo, Kunene Region</p> <p>Attention: Ms. S Nakale/Mr. I. Namwoonde/Ms G. Mate</p>
ITB 9.2	A compulsory pre-bid meeting has been scheduled for 14 October 2025 at 11H00, at Sesfontein Settlement office.
C. Preparation of Bids	
ITB 13.1(e)	<p>Any additional materials required to be completed and submitted by the Bidders are:</p> <ol style="list-style-type: none"> 1. The bidder shall attach evidence of the signatory authorized to sign the bid (if applicable). This authorization shall consist of written confirmation and may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature. 2. The signatory authorized to sign the bid shall initial all pages of the Bid Document including all attachments and documents attached by the Bidder. 3. As per Clause ITB 6.2 (k) the Bidder shall attach documentary evidence that the Contractor or joint venture keeps a bank account at a Namibian banking institution. 4. With regards to Clauses ITB 13.1 (d) 1 and 5, the Bidder shall attach a certified copy of the valid company registration certificate and of the valid certificate indicating the SME status. <p>With regard to ITB 6.2 (l) the bidder shall attached three (3) completion certificates (signed by the Accounting Officer of Public Entity) within the last 5 years, indicating the project name, monitory value, commencement date and completion date. All the information provided in the</p>

	qualification information shall be supported by the original or certified copies.
ITB 17.1	The Contract is not subject to price adjustment in accordance with GCC Clause 44.
ITB 17.2	Interim Payment for Plant and Material on site <i>is</i> applicable for 50% of the value of material delivered to site.
ITB 19.1	The Bid shall be valid for 180 days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	No Bid Security is required, only Bid Securing Declaration Form to be completed and signed.
D. Submission and Opening of Bids	
ITB 21.1	<p>In addition to the original of the bid, the required number of copies is:</p> <p>One (1).</p> <p>NOTE: Public entity will not make copies of this bid document on request of bidder, therefore bidders are required to make their own copies before submitting.</p>
ITB 23.1	The deadline for submission of bids shall be <i>Tuesday, 04 November 2025 @ 11h00.</i>
ITB 23.1	<p>The Employer's address for the purpose of Bid submission is:</p> <p>Kunene Regional Council Procurement Management Unit Private Bag 502, Opuwo Tel: + 264 -65 273950 Mbumbijazo Muharukua Street Opuwo</p>
ITB 26.1	<p>The bid opening shall take place at Kunene Regional Council, Boardroom.</p> <p>Date: Tuesday, 04 November 2025 @ 11h00.</p>
E. Evaluation and Comparison of Bids	
ITB 29.2	<p>A substantially responsive bid is one, which conforms to the terms, conditions, and specifications of the bidding documents without material deviation, reservation, qualification, or omission.</p> <p>A material deviation or qualification is one which, in the opinion of the Kunene Regional Council.</p> <ol style="list-style-type: none"> 1. Could detrimentally affect the scope, quality, or performance of the works. 2. changes the employers or the contractor's risk and responsibilities under the contract; or

	<p>3. Would affect the competitive position of other bidders presenting responsive bids if it was to be rectified.</p> <p>Hence, only substantially responsive bids will be considered for further technical and financial evaluations as per the set evaluation criteria.</p>
ITB 32.1	<p>A margin of preference <i>shall</i> apply.</p> <p>Please refer to Section III – evaluation criteria of the bidding document for details.</p>
ITB 33.2	<p>To evaluate a bid, the employer shall apply the evaluation procedure specified in ITB 33.1 for each compliant bidder with respect to methodology specified in section III – evaluation</p> <p>(a) Bid prices shall be adjusted for arithmetic errors in terms of clause ITB 31.</p> <p>(b) Tender rates and bid prices will be evaluated against reasonable standard benchmark rates.</p> <p>Bidders whose tender amount varies by more than 10% (up or down) from the respective standard benchmark tender amount shall be deemed to be non-compliant and shall be rejected.</p>
ITB 35	<p>The employer shall determine its satisfaction whether the bidder that is recommended in accordance with ITB 33 meets the qualifying criteria.</p>
F. Award of Contract	
ITB 40.1	<p>The Standard Form of Performance Security acceptable to the Public Entity shall be “a Bank Guarantee”. The Bank guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT.</p>
ITB 41.1	<p>No advance payment will be made for this contract.</p>
ITB 42.1	<p>Interim Payment for Plant and Material on site <i>is</i> applicable. <i>Payment shall be 50% of the value of material delivered to site.</i></p>

Section III - Evaluation Criteria

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

1. Evaluation

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

2. Evaluation Procedures and Selected Criteria

(a) Bid Validity and Compliance

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

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

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

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

(b) Adequacy of Technical Proposal

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

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

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

The required data and substantiating documentation as per Section IV (Qualification Information Clauses 1.2, 1.3, 1.4, 1.5, 1.6, 1.11, 1.12, 2 and 3) 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 60%** will be considered for financial evaluation:

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

ITEM	Non-Price Attributes Technical/Capacity/ Attributes	Max Points	Bidding Forms	Clauses In Sec I: ITB & Sec II: BDS
T _b	Bid Submission: Complete Technical Proposal: Company Profile, Description of Proposed work methodology, and Construction Program	10 2 2 3 3	All bid Sections	All bid Sections
T _F	Financial Resources/ Capacity Average annual turnover Line of Credit/ Banking Rating	10 5 5	Section IV	ITB6.2(b) ITB6.3(a), (e) ITB6.2(g) ITB6.2(f) ITB6.2(h)
T _x	Relevant Experience Overall Company experience References/ Ratings by client	30 16 14	Section IV	ITB18.1 ITB6.3 (b) ITB6.2(b)
T _C	Relevant competence: staff Contract managers Site agents Surveyor Foreman	20 8 6 4 2	Section IV	ITB6.2(e) ITB6.3(d) ITB6.3(d) ITB6.3(d) ITB6.2(e)
T _M	Mechanical plant capacity - As per BDS ITB6.3(c)	15 15	Section IV	ITB6.3(c) ITB6.2(e)
T _N	Namibian content status - Namibian supplier: compliance with definition S/clause (d) 1. Below, eg if 100% Namibian = 5, if 50% Namibian = 2,5, if 0% Namibian = 0	5	Section IV	ITB6.2(a)
T _D	SME status - Registration	5	Section IV	ITB13.1(5)
T _P	PDN status: compliance with definition S/clause (d) 3. Below - % Ownership PDN, eg points if 100% PDN = 5, if 50% PDN = 2,5, if 0% PDN = 0		Section IV	ITB13.1(d)
T _s	Technical scores	100		

(c) Financial Proposal

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

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

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

Price score will be calculates as follows:

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

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

(d) Bid Index (IB)

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

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

Where:

P_s = Price score

T_s = Technical score

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

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

$$IT = 0.4 \times P_s + 0.6 \times T_s$$

(e) Margin of Preference

- National Preferences: 100% Namibian owned companies only.
- Bidders whose tender amount varies by more than 10% (up or down) from the respective standard benchmark tender amount shall be deemed to be non-compliant and shall be rejected.

3. Written acknowledgement and acceptance

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

Date: [Day|month|year]

Procurement Ref No.:

We, the undersigned, declare that we acknowledge and accept

- a) That according to ITB 29, the responsiveness of the bid will be determined based on the contents and requirements of the SBD as defined in ITB13.
- b) That all the required technical information and requirements must be met for our bid to be responsive.
- c) For our Bid to be determined responsive, our Bid must score at least 60% on technical evaluation as per the set criteria.
- d) That the bid will be deemed to be non-responsive if;
 - The Bid Price is 10 % above or below the estimated project cost
 - The value of the fixed P&G's exceeds 15% of the total contract value (excluding contingencies and VAT)
 - The total P&G's (fixed + time related) exceeds 20% of the total contract value (including contingencies and VAT).

Name:

In the capacity of:

Signed:

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

Date:

Seal of Company

Section IV - Bidding Forms

Table of Forms

Bid Submission Form	26
Bid Securing Declaration	28
Bid Security (Bank Guarantee)	29
1. Employers Details	30
2. Procurement Details	31
3. Undertaking	31
Qualification Information	32
Bill of Quantities	36
Preamble to Schedule of Quantities	36
Schedule of Quantities	39
Bid Cost Summary	39
Detail Schedule of Quantities	40

Bid Submission Form

Date: _____

Bidder's Reference No.: _____

Procurement Reference No: **W/ONB/KRC-04/2025**

To:

We, the undersigned, declare that:

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

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

_____;
- (e) Our bid shall be valid for a period of _____ from the date fixed for the bid submission deadline in accordance with the Bidding Documents (*ITB 19.1*), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;
- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;5

5 Use one of the two options as appropriate.

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

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Seal of Company _____

Appendix to Bid Submission Form

Bid Securing Declaration

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

Date:

Procurement Ref No.:

To:

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

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

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

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

Signed:

.....

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

Capacity of:

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

Name:

.....

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

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

Dated on _____ day of _____, _____

[insert date of signing]

Corporate Seal (where appropriate)

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

**delete if not applicable / appropriate*

Appendix to Bid Submission Form

Bank Guarantee

Bank's Name and Address of issuing Branch or Office.....

Date:

To: Kunene Regional Council

BID GUARANTEE No.:

We have been informed that (hereinafter called "the Bidder") has submitted to you its bid dated(hereinafter called "the Bid") for the execution of ***"Construction of Bulk Water Storage Infrastructure in Ondangwa Extension 25 "*** under Invitation for Bids No **W/ONB/KRC-01/2025**.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the Bidder, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of(.....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bid Validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before

.....[Bank's seal and authorized signature(s)].....



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. Employers Details

Company Trade Name:.....

Registration Number:.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. Procurement Details

Procurement Reference No.: W/ONB/KRC-04/2025

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. Undertaking

I, owner/representative
of

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

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

Signature:

Date:

Seal:.....

Please take note:

1.A labour inspector may conduct unannounced inspections to assess the level of compliance

2.This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.

Qualification Information

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

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration:.....
- Principal place of business:.....
- Evidence of signatory authorized to sign the bid: *[attach]*
- 1.2 Annual amounts of construction work performed during the last Five (5) years: N\$......
- 1.3 Number at least *two (2)* of works of a nature and amount similar to the Works performed as prime Contractor over the last *Five (5)* years. *Also list details of work under way or committed, including expected completion date(s).*

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

In substantiation to Clauses 1.2 and 1.3 above, the Bidder shall submit with his bid Letters of Satisfaction and/or Completion Certificates from Principal Agents/client for projects successfully completed previously.

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

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

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

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

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
(c)			
(d)			
(e)			

(f)

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

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

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

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

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

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

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		
(c)		

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

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

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

specifications, should he be the successful Contractor.

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

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

2. Additional Requirements

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

Bill of Quantities

Preamble to Schedule of Quantities

- 1.1. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- 1.2. The clauses in a specification in which further information regarding the Bill item can be obtained appear under “Reference clause” in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- 1.3. **The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.**
- 1.4. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).
- 1.5. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- 1.6. Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

- 1.7. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

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

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

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

1.23. The Bill of Quantities includes provision for Preliminary and General Items in Schedule A. Please note that the value of fixed P&G's may not be more than 15% of the total contract value (excluding contingencies and VAT).

1.24. Also, the total P&G's (fixed + time related) may not be more than 20% of the total contract value (including contingencies and VAT).

Schedule of Quantities

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

Section	Description
1	Preliminary & General
2	Bulk Water Supply Pipeline
3	Earthworks
4	Structural Concrete
5	Structural Steelwork
6	Steel Pipework, Fittings and Specials
7	Site and Building Works
8	Pumpset Mechanical & Electrical Work

Bid Cost Summary

The contractor should complete the cost summary table below and the detailed bill of quantities in pages to follow next.

Section	Description	Project Cost (N\$)
1	Preliminary and General	
2	Bulk Water Supply Pipeline	
3	Earthworks	
4	Structural Concrete	
5	Structural Steelwork	
6	Steel Pipework, Fittings & Specials	
7	Site and Building Works	
8	Pumpset Mechanical & Electrical Work	
	Total (BoQ)	
	10% Contingencies	
	Sub-Total	
	Add 15% VAT	
	Total Bid Amount	

Detail Schedule of Quantities

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
1	SABS 1200A	SCHEDULE 1: PRELIMINARY AND GENERAL				
1.1	8.3	SCHEDULE FIXED-CHARGE AND VALUE-RELATED ITEMS:				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2	8.3.2	Provision of Facilities on the Site:				
1.1.2.1	8.3.2.1	(a) Facilities required for the Engineer:				
1.1.2.1.1		(i) Nameboards (1 No. one sided)	Sum	1		
1.1.2.1.2		(ii) Survey instruments	Sum	1		
1.1.2.2	8.3.2.2	(b) Facilities required for Contractor				
1.1.2.2.1		(i) Site Offices and storage area	Sum	1		
1.1.2.2.2		(ii) Workshops	Sum	1		
1.1.2.2.3		(iii) Ablution and latrine facilities	Sum	1		
1.1.2.2.4		(iv) Tools and equipment	Sum	1		
1.1.2.2.5		(v) Water supplies, electrical power and communications	Sum	1		
1.1.2.2.6		(vi) Dealing with Water	Sum	1		
1.1.2.2.7		(vii) Access (Subclause 5.8)	Sum	1		
1.1.2.2.8		(viii) Compliance with Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employers Health and Safety Specification	Sum	1		
1.1.3	8.3.3	General Responsibilities and Other Fixed Charge Obligations	Sum	1		
1.1.4	8.3.4	Removal of Site Establishment	Sum	1		
CARRIED FORWARD						

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
1.2	8.4	SCHEDULED TIME-RELATED ITEMS:			BROUGHT FORWARD	
1.2.1	8.4.1	Contractual Requirements	Sum	1		
1.2.2	8.4.2	Operation and Maintenance of Facilities on Site				
8.4.2.2		<u>(b) Facilities required for Contractor for Contractor for duration of construction, except where otherwise stated</u>				
1.2.2.1		(i) Offices and storage sheds	Sum	1		
1.2.2.2		(ii) Workshops	Sum	1		
1.2.2.3		(iii) Ablution facilities	Sum	1		
1.2.2.4		(iv) Tools and equipment	Sum	1		
1.2.2.5		(v) Water supplies, electrical power and communications	Sum	1		
1.2.2.6		(vi) Dealing with Water	Sum	1		
1.2.2.7		(vii) Access (Subclause 5.8)	Sum	1		
1.2.2.8		(viii) Compliance with Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employers Health and Safety Specification	Sum	1		
1.2.3	8.4.3	Supervision for Duration of Construction	Sum	1		
		<i>The rate shall cover the costs of on-site supervision and on-site contract administration as specified in SABS 1200A</i>				
1.2.4	8.4.4	Company and Head Office Overhead Costs	Sum	1		
1.2.5	8.4.5	General Responsibilities and Other Time Related Obligations	Sum	1		
CARRIED FORWARD						

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
1.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER			BROUGHT FORWARD	
1.3.1	8.5 b (1)	For work done by the client or a nominated subcontractor.				
1.3.1.1		(i) "As Built" Drawings	P C Sum	1	10,000.00	10,000.00
1.3.1.2		(ii) Control tests ordered by the Engineer	P C Sum	1	35,000.00	35,000.00
1.3.2	8.5 b (2)	Overheads, charges and profit on above				
1.3.2.1		(i) "As Built" Drawings	%	10,000.00	-	-
1.3.2.2		(ii) Control tests ordered by the Engineer	%	35,000.00	-	-
1.4	PSA 8.6	PRIME COST SUMS				
1.4.1		(i) Additional material ordered by the Engineer	PC Sum	1	50,000.00	50,000.00
1.4.2		(ii) Charges required by the Contractor on item (i) above	%	50,000.00		
1.4.3		(iii) Acceptance control testing required by the Engineer	PC Sum	1	20,000.00	20,000.00
1.4.4		(iv) Charge required on item (i) above:	%	20,000.00		
1.4.5		(v) Location, exposure, protection and/or move existing services by the employer or a nominated sub-contractor (or as ordered by the Engineer)	PC Sum	1.00	20,000.00	20,000.00
1.4.6		(vi) Charge required on item (iii) above:	%	20,000.00		
					CARRIED FORWARD	

W/ONB/KRC-04/2025

CARRIED FORWARD

W/ONB/KRC-04/2025

Construction of Bulk Water Storage Infrastructure at Sesfontein Settlement, Kunene Region

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
SECTION	SANS 1200 C	SCHEDULE 2: MEDIUM PRESSURE PIPELINE				
2.1		SECTION 2-1: SITE CLEARANCE				
2.1.1	8.2	CLEAR AND GRUB SITE (incl. removal of vegetation):				
2.1.1.1	8.2.1	(a) Clear pipeline routes not falling into road reserves to a width of 1.5m from centre line and remove to spoil	m	150		
2.1.2	8.2.2	REMOVE AND GRUB LARGE TREES AND TREES STUMPS OF GRITH:				
2.1.2.1	8.2.2.1	Clear trees of girth up to 2m, in roadways, cut trunks into lengths of 1.5m, remove trunk sections to stockpile and remove remaining material to designated spoil sites.	No.	2		
2.1.3	8.2.3	REMOVE AND GRUB ALL TREES AND TREES STUMPS REGARDLESS OF GRITH:				
		Rate shall cover all operations	ha	0		Rate Only
2.1.4	8.2.9	TRANSPORT MATERIALS AND DEBRIS TO UNSPECIFIED SITE AND DUMP (PROVISIONAL)				
2.1.4.1		(a) Transport all redundant materials to approved municipal dumpsite	t.km	0		Rate Only
2.1.4.2		(b) Remove redundant pipe material and building material that remain on site from construction activities to a municipal dumpsite of the contractor's choice, approved by the Engineer	t.km	0		Rate Only
CARRIED FORWARD						

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
				BROUGHT FORWARD		
2.2	SABS 1200DB	SECTION 2.2: EARTHWORKS (PIPE TRENCHES)				
2.2.1	8.3.2	EARTHWORKS (PIPE TRENCHES)				
2.2.1.1	8.3.2 (a)	Excavate in all materials for trenches, backfill, compact and dispose of surplus/unsuitable material to approved dump site as instructed by the Engineer for:				
2.2.1.1.1		(i) Pipes smaller and equal to 200 mm dia and depth exceeding 1,0m but not exceeding 1,5m	m	150		
2.2.1.1.2		(ii) Pipes smaller and equal to 200 mm dia and depth exceeding 1,5m but not exceeding 2 m	m	0		Rate Only
2.2.1.2	8.3.2(b)	Extra-over item (2.2.1.1) above for :				
2.2.1.2.1		(i) Intermediate excavation	m ³	28		
2.2.1.2.2		(ii) Hard rock excavation	m ³	14		
2.2.1.2.3		(iii) Hand excavation in soft material to make connections to existing pipelines	m ³	20		
2.2.1.3	8.3.2 (c)	Excavate and dispose of unsuitable material from trench bottom and replace with sandy material (Provisional)	m ³	2		
2.2.2	PSDB 8.3.3	EXCAVATION ANCILLARIES				
2.2.2.1	PSDB 8.3.3.1	Make up deficiency in backfill material for main fill in layers of 150mm to 95% Mod AASHTO DENSITY from: (Prov.)				
2.2.2.1.1		(a) from other necessary excavations on site	m ³	0		Rate Only
2.2.2.1.2		(b) by importation from designated borrow pit	m ³	0		Rate Only
2.2.2.1.3		(c) by importation from commercial or off site sources selected by the Contractor	m ³	28		
2.3.2.1.3	PSDB 3.5	(c) Soilcrete Backfilling (5% cement)	m ³	0		Rate Only
				CARRIED FORWARD		

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
BROUGHT FORWARD						
2.2.3	8.3.5	SERVICES THAT INTERSECT A TRENCH				
		Services that intersect/run along a trench (provisional)				
2.2.3.2		(a) Water pipes	No	1		
2.2.3.3		(b) Sewer pipes	No	1		
2.2.3.4		(c) Stormwater pipes	No	0		Rate only
2.2.3.5		(d) Electrical cables	No	1		
2.2.3.6		(e) 300 mm dia NamWater Watermain	No	1		
2.2.4	8.3.6	FINISHING				
	PSDB 8.3.3.3	Finishing Reinstate road surfaces complete with all courses including temporary accommodation of traffic, incl signs and bypasses				
2.2.4.1		(a) Gravel wearing course roads	m ³	64		
2.2.4.2		(a) Bitumen standar roads	m ³	0		Rate Only
2.3	SABS 1200LB	SECTION 2.3: BEDDING (PIPE TRENCHES)				
2.3.1	8.2.	CONSTRUCT CLASS C BEDDING CRADLE AND COMPACT TO 90% Mod AASHTO DENSITY FROM:				
		Available from other necessary excavations on site within 0,5 km:				
2.3.1.1.1	8.2.1	a) Selected granular material	m ³	6		
2.3.1.1.2		b) Selected fill material from other excavations on site	m ³	18		
		Imported from				
	8.2.2.3	c) Commercial sources (Provisional) on instruction and includin overhaul				
2.3.1.2		1) Selected granular material	m ³	6		
2.3.1.2.2		2) Selected fill material	m ³	18		
2.3.1.3	8.2.3	Concrete bedding (Provisional)	m ³	0		Rate Only
CARRIED FORWARD						

W/ONB/KRC-04/2025

Construction of Bulk Water Storage Infrastructure at Sesfontein Settlement, Kunene Region

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
BROUGHT FORWARD						
2.4.3	SABS200 L	Specials and Fittings for uPVC Pipes - Class 12 complete with couplings for:				
	8.2.2	Supply, lay, joint, bed, cut pipes, test and disinfect extra-over item 2.4.1 for pipework				
2.4.3.1		Bends				
2.4.3.1.1		200 mm diam. 90 deg.	No	1		
2.4.3.1.2		200 mm diam. 45 deg.	No	1		
2.4.3.1.3		200 mm diam. 22,5 deg.	No	0		Rate only
2.4.3.1.4		200 mm diam. 11,25 deg.	No	0		Rate only
2.4.3.1.5		160 mm diam. 90 deg.	No	5		
2.4.3.1.6		160 mm diam. 45 deg.	No	2		
2.4.3.1.7		160 mm diam. 22,5 deg.	No	0		Rate only
2.4.3.1.8		160 mm diam. 11,25 deg.	No	1		
2.4.3.1.9		110 mm diam. 90 deg.	No	0		Rate only
2.4.3.1.10		110 mm diam. 45 deg.	No	0		Rate only
2.4.3.1.11		110 mm diam. 22,5 deg.	No	0		Rate only
2.4.3.1.12		110 mm diam. 11,25 deg.	No	0		Rate only
2.4.3.1.13		90 mm diam. 90 deg.	No	0		Rate only
2.4.3.1.14		90 mm diam. 45 deg.	No	0		Rate only
2.4.3.1.15		90 mm diam. 22,5 deg.	No	0		Rate only
2.4.3.1.16		90 mm diam. 11,25 deg.	No	0		Rate only
2.4.3.2		Equal Tees (Plain-ended);				
2.4.3.2.1		250 mm dia	No	0		Rate only
2.4.3.2.2		200 mm dia	No	0		Rate only
2.4.3.2.3		160 mm dia	No	2		
2.4.3.2.4		110 mm dia	No	0		Rate only
CARRIED FORWARD						

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
BROUGHT FORWARD						
2.4.3.3		Cross Tees				
2.4.3.3.1		200 mm dia	No	0		Rate only
2.4.3.3.2		160 mm dia	No	0		Rate only
2.4.3.3.3		110 mm dia	No	0		Rate only
2.4.3.3.4		90 mm dia	No	0		Rate only
2.4.3.4		SGI Reducing Tee				
2.4.3.4.1		200 mm x 160 mm dia	No	0		Rate only
2.4.3.4.2		200 mm x 110 mm dia	No	0		Rate only
2.4.3.4.3		160 mm x 110 mm dia	No	0		Rate only
2.4.3.4.4		160 mm x 90 mm dia	No	0		Rate only
2.4.3.4.5		110 mm x 90 mm dia	No	0		Rate only
2.4.3.4.6		110 mm x 75 mm dia	No	0		Rate only
2.4.3.5		SGI Hydrant Tees				
2.4.3.5.1		200 mm dia	No	0		Rate only
2.4.3.5.2		160 mm dia	No	0		Rate only
2.4.3.5.3		110 mm dia	No	0		Rate only
2.4.3.5.4		90 mm dia	No	0		Rate only
2.4.3.6		SGI Reducers: Male/Female reducer (spigot & socket)				
2.4.3.6.1		200 mm x 160 mm dia	No	0		Rate only
2.4.3.6.2		200 mm x 110 mm dia	No	0		Rate only
2.4.3.6.3		160 mm x 110 mm dia	No	0		Rate only
2.4.3.6.4		160 mm x 90 mm dia	No	0		Rate only
2.4.3.7		SGI End Caps				
2.4.3.7.1		200 mm dia	No	0		Rate only
2.4.3.7.2		160 mm dia	No	1		
2.4.3.7.3		110 mm dia	No	0		Rate only
CARRIED FORWARD						

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
BROUGHT FORWARD						
2.4.3.8	8.2.3	Supply & Install PN16 Resilient Seal Gate Valve spigot (AVK or similar approved), non-rising spigot, inclusive of all nuts, bolts & gasket seals in accordance with the drawings including cut pipes where necessary and test;				
3.4.3.8.1		200 mm dia for 200 mm dia uPVC	No	0		Rate only
3.4.3.8.2		150 mm dia for 160 mm dia uPVC	No	0		Rate only
3.4.3.8.3		100 mm dia for 110 mm dia uPVC	No	0		Rate only
3.4.3.8.4		80 mm dia for 75 & 90 mm dia uPVC	No	0		Rate only
3.4.3.8.5		Air valves 25mm single orifice type	No	0		Rate only
3.4.3.8.6		Pressure reducing Valve to suit 200mm dia	No	0		Rate only
3.4.3.8.7		110mm Non-return Valve to SANS	No	0		Rate only
3.4.3.8.8		Extension spindles up to 300 mm deep	No	0		Rate only
2.4.3.10	8.2.11	Anchor/Thrust Blocks & Pedestals				
		Anchor/thrust blocks and pedestals as per detail drawing (Concrete class 20 Mpa) ,to be cast into open trench and against undisturbed soil, inclusive of formwork as required:				
2.4.3.10.1		200 mm dia fittings	No	2		
2.4.3.10.2		160 mm dia fittings	No	8		
2.4.3.10.3		110 mm dia fittings	No	0		Rate only
2.4.3.10.4		90 mm dia fittings	No	0		Rate only
2.4.3.11	8.2.13	Valve Chambers and Manholes				
		Construct Valve / Hydrant Chambers complete as per the typical drawings				
2.4.3.11.1		a) Valve chambers to SANS drawing L-1, Refer to Typical Drg	No	0		Rate only
2.4.3.11.2		b) Hydrant chambers to SANS drawing L-2, Refer to Typical Drg	No	0		Rate only
2.4.3.11.3		c) Air valve chambers to Typical Drawing	No	0		Rate only
CARRIED FORWARD						

[illegible]

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
SECTION	SANS 1200 D	SCHEDULE 3: EARTHWORK				
3.1	8.3.1	SITE CLEARANCE:				
3.1.1	8.3.1.2	Clear and strip bulk water storage infrastructure site, 150mm, and transport material to spoil sites (Rate shall cover removal of vegetation)	m ²	1085		
3.20	8.3.2	BULK EARTHWORKS				
3.2.1		(a) Excavate in all materials, safeguard excavation, dewater, use for terrace fill (embankment) or backfill and compact to 98% Mod AASHTO and/or place excess material within freehaul distance as ordered by Engineer:	m ³	520		
3.2.2		(b) Extra-over item (a) above for :				
3.2.2.1		(i) Intermediate excavation	m ³	30		
3.2.2.2		(ii) Hard rock excavation	m ³	0		Rate Only
3.3	8.3.3	RESTRICTED EXCAVATION				
3.1.1		(a) Excavate in all materials, safeguard excavation, dewater, use for embankment or backfill and compact to 93% Mod AASHTO and/or place excess material within freehaul distance as ordered by Engineer for:				
3.3.1.1		(a) Foundation and footings of varying widths for pump house	m ³	50.00		
3.3.1.2		(b) Foundation and footings of varying widths of boundary wall	m ³	60.50		
3.3.1.3		(c) Metering manhole	m ³	18.00		
3.3.1.4		(d) Electrical and other trenches (provisional)	m ³	10		
CARRIED FORWARD						

W/ONB/KRC-04/2025

[illegible]

[illegible]

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
4.2	8.3	REINFORCEMENT		BROUGHT FORWARD		
		Rate should cover supply and fix as shown in the drawings				
4.2.1	8.3.1	(a) High-tensile steel bars	t	18		
4.2.2	8.3.2	(b) High-tensile welded mesh ref 395	m ²	14		
4.2.3	8.3.2	(c) High-tensile welded mesh ref 617	m ²	21		
4.3	8.4	CONCRETE				
4.3.1		(a) In-situ cast Concrete Strength				
4.3.1.1	8.4.2	(i) 50mm Blinding Layer (15Mpa)	m ³	13		
4.3.1.2		(ii) 1:10 cement:sand Soilcrete below footings	m ³	118		
4.3.2	8.4.3	(iii) Strength concrete: 25 MPa/19 mm for:				
4.3.2.1		(i) Strip Footings	m ³	3.5		
4.3.2.2		(ii) Surfacebeds	m ³	3.1		
4.3.2.3		(iii) Apron & Ramp	m ³	1.7		
4.3.2.4		(iv) Water meter manhole	m ³	11.9		
4.3.3	8.4.3	(iv) Strength concrete: 30 MPa/19 mm for:				
4.3.3.1		(i) Ringbeam	m ³	1.5		
4.3.3.2		(i) Pump Plinth	m ³	1.4		
4.3.4	8.4.3	(v) Strength concrete: 35 MPa/19 mm for:				
4.3.4.1		(i) Ground reservior foundation & dwarf walls	m ³	52		
4.3.4.2		(ii) Elevated Reservior foundation & stub colum	m ³	55		
4.4	8.4.4	UNIFORMED CONCRETE SURFACE FINISHES				
4.4.1		(a) Wood-floated finish	m ²	279		
4.4.2		(b) Steel-floated finish	m ²	0		Rate Only
4.5	8.7	GROUTING				
4.5.1		(a) ABE Durogrout or similar approved non-shrink grout under bases and plinths	m ³	0.5		
TOTAL SECTION-4 CARRIED TO SUMMARY						

[illegible]

[illegible]

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
SECTION	PS-PD	SECTION 6: PIPEWORKS FOR WATER TANKS				
	PS-PD 9	SUPPLY/FABRICATE, TRANSPORT, DELIVER, STORE, INSTALL COMPLETE, TEST AND COMMISSION THE FOLLOWING HOT-DIP GALVANIZED PIPES AND SPECIALS. REFER TO PIPE & EQUIPMENT SCHEDULE DRAWING AND SPECIFICATIONS.				
6.1		GROUND WATER RESERVOIR PIPEWORK				
6.1.1		INLET PIPEWORKS				
6.1.1.1	Item 1	150 NB EQUILIBRIUM FLOAT VALVE FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3	No	1		
6.1.1.2	Item 2	150NB STEEL PIPE, 240mm LONG DISTANCE PIECE, INLET CONNECTION WELDED TO THE TANK AND FLANGED & DRILLED INSIDE AND OUTSIDE TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.1.3	Item 3	150NB STEEL PIPE, 225mm LONG DISTANCE PIECE, CONNECTED TO 150NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.1.4	Item 4	150NB STEEL PIPE, 4000mm LONG DISTANCE PIECE, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.1.5	Item 5	150NB, PN 16, SABS 664 RESILIENT SEAL GATE VALVE (NON-RISING SPINDLE) WITH HANDLE WHEEL, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.1.6	Item 6	150NB STEEL PIPE, 1560mm LONG DISTANCE PIECE, CONNECTED TO 150NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
				1	CARRIED FORWARD	

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
BROUGHT FORWARD						
6.1.3.4	Item 4	200NB STEEL PIPE, 730mm LONG DISTANCE PIECE, ONE END PLAIN AND OTHER END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.3.5	Item 5	200NB x 150NB REDUCING TEE AS DETAILED, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.3.6	Item 6	150NB STEEL PIPE, 252mm LONG DISTANCE PIECE, ONE END WELDED TO THE TANK AND OTHER END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.3.7	Item 7	150NB STEEL PIPE, 715mm LONG DISTANCE PIECE, CONNECTED TO 150NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.3.8	Item 8	150NB, 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.3.9	Item 9	150NB, PN 16, SABS 664 RESILIENT SEAL GATE VALVE (NON-RISING SPINDLE) WITH HANDLE WHEEL, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.3.10	Item 10	150NB STEEL PIPE, 450mm LONG DISTANCE PIECE, ONE END PLAIN AND OTHER END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.3.11	Item 11	150NB KLAMFLEX FLANGE ADAPTOR, TO SUIT 200NB STEEL PIPE, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.3.12	Item 12	200NB STEEL PIPE, 745mm LONG DISTANCE PIECE, CONNECTED TO 200NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.1.3.13	Item 13	200 NB CAST IRON FLANGED ADAPTOR TO SUIT 200mm CLASS 9 uPVC PIPE, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
CARRIED FORWARD						

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
BROUGHT FORWARD						
6.2		ELEVATED RESERVOIR PIPEWORK				
6.2.1		INLET PIPEWORKS				
6.2.1.1	Item 1	150 NB EQUILIBRIUM FLOAT VALVE FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3	No.	1		
6.2.1.2	Item 2	150NB STEEL PIPE, 240mm LONG DISTANCE PIECE, INLET CONNECTION WELDED TO THE TANK AND FLANGED & DRILLED INSIDE AND OUTSIDE TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.1.3	Item 3	150NB STEEL PIPE, 2000mm LONG DISTANCE PIECE, CONNECTED TO 150NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.1.4	Item 4	150NB STEEL PIPE, 2740mm LONG DISTANCE PIECE, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.1.5	Item 5	150NB, 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.1.6	Item 6	150NB STEEL PIPE, 3000 mm LONG DISTANCE PIECE, CONNECTED TO 150NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	2		
6.2.1.7	Item 7	150NB STEEL PIPE, 3000mm LONG DISTANCE PIECE, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	4		
6.2.1.8	Item 8	150 NB CAST IRON FLANGED ADAPTOR TO SUIT 150mm CLASS 9 uPVC PIPE, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3	No.	1		
CARRIED FORWARD						

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
6.2.2		OUTLET PIPEWORKS		BROUGHT FORWARD		
6.2.2.1	Item 1	150NB STEEL PIPE, 140mm LONG DISTANCE PIECE, OUTLET CONNECTION POINT, ONE END WELDED TO THE TANK AND OTHER END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.2.2	Item 2	150 NB KNIFE GATE VALVE (SIMILAR TO "AVK") FLANGED BOTH ENDS, FLANGE: SABS 1123 - 1000/3	No.	1		
6.2.2.3	Item 3	150 NB DISMANTLING JOINT SIMILAR TO "KLAMFLEXT" FLANGED BOTH ENDS. FLANGE: SABS 1123 - 1000/3	No.	1		
6.2.2.4	Item 4	150NB STEEL PIPE, 940mm LONG DISTANCE PIECE, CONNECTED TO 150NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.2.5	Item 5	150NB STEEL PIPE, 3000mm LONG DISTANCE PIECE, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	5		
6.2.2.6	Item 6	150NB STEEL PIPE, 3690mm LONG DISTANCE PIECE, CONNECTED TO 150NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.2.7	Item 7	150 NB CAST IRON FLANGED ADAPTOR TO SUIT 150mm CLASS 9 uPVC PIPE, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3	No.	1		
				CARRIED FORWARD		

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
BROUGHT FORWARD						
6.2.3		OVERFLOW AND DRAIN PIPEWORKS				
6.2.3.1	Item 1	200NB STEEL PIPE, 170mm LONG DISTANCE PIECE, ONE END WELDED TO THE TANK AND OTHER END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No	1		
6.2.3.2	Item 2	200NB STEEL PIPE, 2080mm LONG DISTANCE PIECE, CONNECTED TO 200NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.3.3	Item 3	200NB STEEL PIPE, 2230mm LONG DISTANCE PIECE, ONE END PLAIN AND OTHER END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.3.4	Item 4	200NB x 150NB REDUCING TEE AS DETAILED, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.3.5	Item 5	150NB STEEL PIPE, 100mm LONG DISTANCE PIECE, ONE END WELDED TO THE TANK AND OTHER END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No	1		
6.2.3.6	Item 6	150NB STEEL PIPE, 405mm LONG DISTANCE PIECE, CONNECTED TO 150NB 90° MEDIUM RADIUS BEND, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.3.7	Item 7	150NB, PN 16, SABS 664 RESILIENT SEAL GATE VALVE (NON-RISING SPINDLE) WITH HANDLE WHEEL, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
6.2.3.8	Item 8	150NB STEEL PIPE, 745mm LONG DISTANCE PIECE, CONNECTED TO 150NB 90° MEDIUM RADIUS BEND, ONE END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	1		
CARRIED FORWARD						

W/ONB/KRC-04/2025

Construction of Bulk Water Storage Infrastructure at Sesfontein Settlement, Kunene Region

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
6.3	PS-PD 9	WATER METER AND BY-PASS MANHOLE PIPEWORK		BROUGHT FORWARD		
6.3.1	Item 1	150 NB CAST IRON FLANGED ADAPTOR TO SUIT 150mm CLASS 9 uPVC PIPE, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3	No	4		
6.3.2	Item 2	150NB STEEL PUDDLE PIPE,970mm LONG DISTANCE PIECE, ONE END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	2		
6.3.3	Item 3	150NB KLAMFLEX FLANGE ADAPTOR, TO SUIT 200NB STEEL PIPE, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3	No.	5		
6.3.4	Item 4	150NB, PN 16, SABS 664 RESILIENT SEAL GATE VALVE (NON-RISING SPINDLE) WITH HANDLE WHEEL, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	5		
6.3.5	Item 5	150NB EQUAL TEE AS DETAILED, FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No	2		
6.3.6	Item 6	150NB STEEL PIPE, 410 mm LONG DISTANCE PIECE, ONE END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	3		
6.3.7	Item 7	DN150, PN16, N100 OPTIMA MULTI-JET WATER METER, CLASS C COMPLETE WITH COUPLINGS, FITTINGS, PIPE WORK, ETC	No.	2		
6.3.8	Item 8	150NB STEEL PIPE; 350mm LONG DISTANCE PIECE, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	2		
6.3.9	Item 9	150NB STEEL PUDDLE PIPE,970mm LONG DISTANCE PIECE, BOTH END FLANGED AND DRILLED TO SABS 1123, TABLE 1000/3.	No.	2		
TOTAL SECTION-6 CARRIED TO SUMMARY						

W/ONB/KRC-04/2025

[illegible]

W/ONB/KRC-04/2025

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
7.4	PF 5.2.3	DOORS AND WINDOWS			BROUGHT FORWARD	
		Supply and install all inclusive of all ironmongery				
7.4.1		(a) NG4/G4H meranti window complete with burglar bars	No	1		
7.4.2		(b) 900mm x 745mm WISPECO Vermi Proof Steel Louver	No	2		
7.4.3		(c) WISPECO type D (D.V with gauzed vent at bottom) Transformer room door or similar approved with locking mechanism	No.	1		
7.5	PF 8.3.8	ROOF STRUCTURES				
		Supply and construct roof for the main pumpstation building as per the bid drawings:				
7.5.1		(a) Roof truss; 75x50x20x3mm CFLC welded to 50x50x5mm angle irons as Purlins @ max. 1100mm C/C On 50x50x5mm trusses @ max. 3000mm C/C bolted to concrete ring beam with 2x Y12 holding down bolts.	P C Sum	1		
7.5.2		(b) 0.6mm Galv IBR Roof Sheeting, complete with 300mm x 10mm Thk fascia and eaves closure	m²	38		
7.5.3		(c) Fibre Cement Ridge Cap	m	17		
7.5.4		(d) 15 mm Rhino gypsum plasterboard ceiling including 38 x38mm with SA pine brandering at 400mm centres maximum. Ceiling smooth skimmed with cornices	m²	25		
					CARRIED FORWARD	

W/ONB/KRC-04/2025

[illegible]

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
7.9	SABS 1200MJ	SECTION G: SEGMENTED PAVING		BROUGHT FORWARD		
7.9.1		Construct subbase with imported material in all materials for all roads including overhaul				
7.9.1.1		(a) 150mm G5 Subbase compacted to 97% modified AASHTO maximum density	m ³	60		
7.9.1.2		(b) Extra over for ordinary Portland cement as additive (50kg)	Bag	40		
7.9.2	8.2.2	Construct precast concrete segmented paving complete with 20mm clean sand bedding:				
		Standard grey double zig-zag interlocking roadstone with fly-ash additive paving with open joints on 20mm thick river sand bed with sand and cement mixture swept into joints, hose down including bedding, jointing and pointing				
7.9.2.1		(a) Lay 60mm 30MPa grey interlocks	m ²	397.00		
7.9.2.2		(b) Lay 80mm thick, 40MPa Concrete Pavers	m ²	0		
7.10	SABS 1200MK	SECTION F: KERBING AND CHANNELLING				
		Supply and install standard precast concrete kerbs finished smooth on exposed surfaces, including bedding, jointing and pointing and 20/19mm MPa mass concrete haunching at junctions SANS 927				
7.10.1	8.2.2	(a) Barrier kerbs 300 x 150mm high without a channel	m	22.00		
7.10.2		(b) Mountable kerb size 300 x 150mm without a channel	m	5.00		
		TOTAL SECTION-7 CARRIED TO SUMMARY				

W/ONB/KRC-04/2025

[illegible]

Construction of Bulk Water Storage Infrastructure at Sesfontein Settlement, Kunene Region

PART 2 – Employer’s Requirements

Section V - Employer's Requirements

Table of Contents

SCOPE OF WORK & SPECIFICATIONS	76
DRAWINGS	78
SUPPLEMENTARY INFORMATION	79

SCOPE OF WORK & SPECIFICATIONS

The project entails the construction of multidisciplinary works, and this bidding document covers the construction of all disciplines i.e. civil works; electrical supply and the mechanical installation. These project specifications and employer's requirement are presented in three (3) portions.

PORTION 1: SPECIFICATION OF THE WORK

The Contractor should take note that the General Description of the Works serves to outline the extent of the works but does not limit the amount of work which may be required of the Contractor under this contract. Reference must be made to the Project Specifications, the Schedule of Quantities, and the Construction Drawings for a more detail description of the works.

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

PORTION 2; ADDITIONS & AMENDMENTS TO STANDARDIZED SPECIFICATION

This portion contains the variations and additions (amendments) to the Standardized and Particular Specifications applicable to this contract and that are listed in Portion 1 and Portion 3 of this contract. The detail list and description of the required amendments and additions are included under **Appendix II** of this Bid document. The contractor is required to liaise the project requirements under this section with the provided schedule of quantities and allow for all required works accordingly.

PORTION 3; PARTICULAR SPECIFICATION

In addition, the following Particular Specifications that are bound into the Portion-3 of this Contract Document shall apply:

PC	FLEXIBLE PIPE COUPLINGS
PD	SUPPLY OF PIPES, SPECIALS AND FITTINGS FOR CIVIL WORKS
PE	SUPPLY OF VALVES, WATER METERS AND OTHER PIPELINE ACCESSORIES FOR CIVIL WORKS
PF	BUILDING CONSTRUCTION
PG	FENCING
PH	DENSO TAPE WRAPPING
PJ	CLEANING AND FINISHING

The detail list and description of the required amendments and additions are included under **Appendix III** of this Bid document.

STATUS

PORTION 2 of the Project Specifications supplements the Standardized and Particular Specifications and forms an integral part of the Contract. Should any requirement of the Project Specifications conflict with any requirement of the Standardized or Particular Specifications, the requirement of the Project Specification shall prevail.

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

1. Drawings
2. Portion 2: Amendments to the Requirements of the standard Specifications.
3. Portion 1: General Project Description & Specification
4. Portion 3: Particular Specifications
5. Portion 1: Standardized Specification Civil Engineering Construction, SANS 1200
6. Schedule of Quantities

DRAWINGS

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

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

Drawing No.	Description
2113- CIV-GEN-00-000	Project Catalogue
2113- CIV-GEN-00-001	Project Name Board
2113- CIV-WR-00-001	Civil/Structural General Notes
2113- CIV-WR-00-100	Locality and Pressure Zone Layout
2113- CIV-WR-01-100	General Arrangement Drawing
2113- CIV-WR-01-200	Ground Reservoir Foundation Layout
2113- CIV-WR-01-201	Elevated Reservoir Foundation Layout
2113- CIV-WR-01-202	Pump House Layout and Section Details
2113- CIV-WR-01-203	Pump House Elevation Layout
2113- CIV-WR-01-204	Pump House Roof Layout and Details
2113- CIV-WR-01-300	Ground Reservoir Piping Details
2113- CIV-WR-01-301	Elevated Reservoir Piping Details
2113- CIV-WR-01-302	Water Meter and Bypass Manhole Details
2113- CIV-WR-02-200	Boundary Fence and Paving Details
2113- CIV-WR-03-201	Water Typical Detail -1

SUPPLEMENTARY INFORMATION

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

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

PART 3 – Conditions of Contract and Contract Forms

Section VI - General Conditions of Contract

Table of Contents

A. General	83
1. Definitions	83
2. Interpretation	85
3. Language and Law	86
4. Project Manager's Decisions	86
5. Delegation	86
6. Communications	86
7. Subcontracting	86
8. Other Contractors	86
9. Personnel and Equipment	86
10. Employer's and Contractor's Risks	86
11. Employer's Risks	87
12. Contractor's Risks	87
13. Insurance	87
14. Site Data	88
15. Contractor to Construct the Works	88
16. The Works to Be Completed by the Intended Completion Date	88
17. Approval by the Project Manager	88
18. Safety	89
19. Discoveries	89
20. Possession of the Site	89
21. Access to the Site	89
22. Instructions	89
23. Appointment of the Adjudicator	89
24. Procedure for Disputes	90
B. Time Control	90
25. Program	90
26. Extension of the Intended Completion Date	91
27. Acceleration	91
28. Delays Ordered by the Project Manager	91
29. Management Meetings	91
30. Early Warning	92
C. Quality Control	92
31. Identifying Defects	92
32. Tests	92
33. Correction of Defects	92
34. Uncorrected Defects	92
D. Cost Control	93
35. Contract Price	93
36. Changes in the Contract Price	93

37.	Variations	93
38.	Cash Flow Forecasts	94
39.	Payment Certificates	94
40.	Payments	95
41.	Compensation Events	95
42.	Tax	97
43.	Currencies	97
44.	Price Adjustment	97
45.	Retention	98
46.	Liquidated Damages	98
47.	Bonus	98
48.	Advance Payment	98
49.	Securities	99
50.	Dayworks	100
51.	Cost of Repairs	100
52.	Labour Clause	101
E.	Finishing the Contract	101
53.	Completion	101
54.	Taking Over	102
55.	Final Account	102
56.	Operating and Maintenance Manuals	102
57.	Termination	102
58.	Fraud and Corruption	103
59.	Payment upon Termination	104
60.	Property	104
61.	Release from Performance	104

General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

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

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

Site.

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

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

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

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

Contractor's Risks	Contract states are Contractor's risks.
11. Employer's Risks	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. <p>11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <ul style="list-style-type: none"> (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
12. Contractor's Risks	<p>12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p>
13. Insurance	<p>13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant,

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

(d) personal injury or death.

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

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

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

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

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

17. Approval by the Project Manager

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

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

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

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

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

24. Procedure for Disputes

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

B. Time Control

25. Program

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

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

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

26. Extension of the Intended Completion Date

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

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

27. Acceleration

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

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

28. Delays Ordered by the Project Manager

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

29. Management Meetings

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

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties

for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

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

C. Quality Control

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

D. Cost Control

- 35. Contract Price**
- 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.
- Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.
- 36. Changes in the Contract Price**
- 36.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 37. Variations**
- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's

costs.

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

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

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

38. Cash Flow Forecasts

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

39. Payment Certificates

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

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

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

39.4 The value of work executed shall comprise:

- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

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

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

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

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

40. Payments

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

41. Compensation Events

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

- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of award from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - (a) reason of any exceptionally adverse weather conditions (as specified in the BDS) and
 - (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

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

Intended Completion Date shall be extended.

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

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

42. Tax

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

43. Currencies

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

44. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients⁷ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific

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

currency “c;” and

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

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

45. Retention

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

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

46. Liquidated Damages

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

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

47. Bonus

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

48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in

amounts equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

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

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

49. Securities

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

1.1 (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.

1.2 Where a Preference Security is applicable:

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

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

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

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

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

50. Dayworks

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

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

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

51. Cost of Repairs

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

52. Labour Clause

52.1 (a) The rates of remuneration and other conditions of work of

the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-

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

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

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

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

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

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

E. Finishing the Contract

53. Completion

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

completed.

- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

58. Fraud and Corruption

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

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

58.3 For the purposes of this Sub-Clause:

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

(v) “obstructive practice” is

- (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

59. Payment upon Termination

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

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

60. Property

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

61. Release from Performance

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

Section VII. Special Conditions of Contract

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

A. General	
GCC 1.1 (r)	The Employer is <i>Kunene Regional Council</i>
GCC 1.1 (v)	The intended Completion Date for the whole of the works shall be within Six (6) months after project site hand over.
GCC 1.1 (y)	The Project Manager is Om’kumoh Consulting Engineers cc
GCC 1.1 (aa)	The Site is located at Sesfontein Settlement, next to the Settlements office and Locality Map of the area is included in the drawings list.
GCC 1.1 (dd)	“The Project Start Date shall be within 15 days after appointment. ”
GCC 1.1 (hh)	The Works consist of construction of bulk water storage infrastructure
GCC 2.2	Sectional Completions are; <i>will be arranged with the Project Manager.</i>
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> - Appointment letter and Contractor’s acceptance letter - Approved construction program - Relevant and mentioned standard regulations to be obtained by the Contractor’s at his own cost.
GCC 5.1	The Project manager <i>may not</i> delegate any of his duties and responsibilities.
GCC 6.1	<p>Delivery address for notices is:</p> <p>Employer:</p> <p>Kunene Regional Council Procurement Management Unit Private Bag 502, Opuwo Tel + 264 -65 273950</p> <p>Opuwo, Kunene Region</p> <p>Contractor:</p>

GCC 8.1	Schedule of other contractors: should the contractor wish to employ a sub-contractor for part of the work; a written request should be submitted to the project manager for approval.
GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: <i>the full amount of the works including removal of debris, professional fee etc...</i></p> <p>(b) for loss or damage to Equipment: <i>the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract; <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well.</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works.</i></p> <p>(ii) of other people: This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives.</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
GCC 14.1	Site Data are; Referenced in Part 2 (Section V, Portion 1: The Works) of this bid document.
GCC 20.1	The Site Possession Date(s) shall be: within 14 days after project award.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
GCC 24.	In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other

	<p>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.</p> <p>If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p><i>Kunene Regional Council to choose one of the followings</i></p> <p>“commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p><i>or</i></p> <p>“ the competent courts of Namibia”</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
GCC 24.4	<p><i>For large contracts with domestic contractor or for contract with foreign contractor:</i></p> <p>Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</p> <p>Not Applicable</p>
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Notification of award.
GCC 25.3	The period between Program updates is 30 days. The amount to be withheld for late submission of an updated Program is N\$15 000.00 per incidence.
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days (12 months).
GCC 39.7	Interim Payment for Plant and Material on site is applicable to 50% of the

	delivered material value.
D. Cost Control	
GCC 41.1 (l)	<p><i>Claims for extension of the completion date as a result of Adverse Weather Conditions, will have to be supported by certified data by the Namibia Meteorological Service as proof that the weather conditions differ vastly from the average.</i></p> <p><i>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Project Manager, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay 36 working days caused by normal rainy weather, for which he will not receive any extension of time.</i></p> <p><i>Extension of time during working days will be granted to the degree to which actual days, as defined above, exceed the number of 36 working days.</i></p>
GCC 43.1	The currency of the Employer's country is: Namibian Dollars.
GCC 44.1	<p>The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients <i>does not</i> apply.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency [N/A]:</p> <p>(i) [N/A] percent nonadjustable element (coefficient A).</p> <p>(ii) [N/A] percent adjustable element (coefficient B).</p> <p>(b) For currency [N/A]:</p> <p>(i) [N/A] percent nonadjustable element (coefficient A).</p> <p>(ii) [N/A] percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be [N/A].</p> <p>The Index I for the specified international currency shall be [N/A].</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p> <p>The Index I for currencies other than the local currency and the specified international currency shall be [N/A].</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
GCC 45.1	The proportion of payments retained is: 10 % from each interim payment certificate and a maximum of 5% of the contract sum after the practical

	<i>completion.</i>
GCC 46.1	The liquidated damages for the whole of the Works are 3% per week. The maximum amount of liquidated damages for the whole of the Works is 10% max of the contract amount.
GCC 47.1	The Bonus for the whole of the Works is <i>N/A</i> . The maximum amount of Bonus for the whole of the Works is <i>[N/A]</i> of the final Contract Price.
GCC 48.1	The Advance Payments shall be: <i>[N/A]</i> and shall be paid to the Contractor no later than <i>[N/A]</i> .
GCC 49.1	The Performance Security amount is 10% of the Contract Amount (a) Bank Guarantee: 10% of the Contract Amount.
E. Finishing the Contract	
GCC 55.1	The date by which operating, and maintenance manuals are required is seven (7) days after practical completion. The date by which “as built” drawings are required is seven (7) days after practical completion.
GCC 55.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is N\$ 20 000.00.
GCC 56.1	Operating and maintenance manuals should be supplied to the employer by the contractor no later than: seven (7) days after practical completion.
GCC 56.1	Amount to be withheld should the maintenance and operation manuals not be provided is: N\$ 15 000.00.
GCC 57.2 (g)	The maximum number of days is: 30 days.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 10%.

Section VIII - Contract Forms

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

Table of Forms

Contract Agreement	93
Performance Security (Bank Guarantee)	95
Sample Form of Preference Security	96
Advance Payment Security	97

Contract Agreement

THIS AGREEMENT made on theday of,,

between (hereinafter “the Employer”),
of the one part, and

. (hereinafter “the Contractor”), of
the other part:

WHEREAS the Employer desires that the Works known as

.
should be executed by the Contractor, and has accepted a Bid by the Contractor for the
execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

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

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

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

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

APPENDIX TO CONTRACT

Performance Security (Bank Guarantee)

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

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

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

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

Beneficiary: *[insert complete name of Purchaser]*

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

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

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

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

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

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

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

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

PART 4 – Additions to the Standard Bid Document

Appendix I: Scope of Work

Appendix-II: Project Standard Specifications

Appendix-III: Project Particular Specifications

Appendix-IV: Health & Safety Specifications

Annexure-I: Project Drawings Issued for Bid



**KUNENE COUNCIL
PROCUREMENT MANAGEMENT UNIT (PMU)
INVITATION FOR BIDS (IFB)**

INVITATION FOR BID No.	W/ONB/KRC-04/2025										
DESCRIPTION	CONSTRUCTION OF BULK WATER STORAGE INFRASTRUCTURE IN SESFONTEIN, KUNENE REGION.										
CLOSING DATE & TIME	Kunene Regional Council hereby invites through Open National Bidding (ONB) offers from suitable, qualified, and experienced construction companies for the Construction of bulk water storage infrastructure at Sesfontein.										
BID DOCUMENTS	Tuesday, 04 November 2025 @ 11h00 Available as from Wednesday, 24 September 2025 between 09h00 to 16h00 at Kunene Regional Council, Finance Office.										
BID CLARIFICATION MEETING	Tuesday, 14 October 2025 @ 11H00 at Sesfontein Settlement Office										
BID ENQUIRIES CLOSE	Wednesday, 29 October 2025 @ 16H00										
LEVY (non-refundable)	N\$ 300.00 (The method of payment will be EFT to Kunene Regional Council, Account number: 6207 2239 364, First National Bank, Opuwo branch, branch code: 261473)										
ENQUIRIES	<table> <tr> <td>Administration:</td><td>Technical:</td></tr> <tr> <td>Ms S Nakale</td><td>Mr. I Namwoonde/Ms. G. Mate</td></tr> <tr> <td>Tel: +264 65 273 950</td><td>Tel: +264 65 273 950</td></tr> <tr> <td>Fax: +264 65 273 077</td><td>Fax: +264 65 273 077</td></tr> <tr> <td>Email: pmu.kunenecrc@gmail.com</td><td>Email: ihnawwoonde@gmail.com/</td></tr> </table>	Administration:	Technical:	Ms S Nakale	Mr. I Namwoonde/Ms. G. Mate	Tel: +264 65 273 950	Tel: +264 65 273 950	Fax: +264 65 273 077	Fax: +264 65 273 077	Email: pmu.kunenecrc@gmail.com	Email: ihnawwoonde@gmail.com/
Administration:	Technical:										
Ms S Nakale	Mr. I Namwoonde/Ms. G. Mate										
Tel: +264 65 273 950	Tel: +264 65 273 950										
Fax: +264 65 273 077	Fax: +264 65 273 077										
Email: pmu.kunenecrc@gmail.com	Email: ihnawwoonde@gmail.com/										
	Krcmate@gmail.com										
DELIVERY ADDRESS	Kunene Regional Council										
Sealed envelope clearly marked the IFB number should be delivered to	Procurement reference number: W/ONB/KRC-04/2025/2026 Procurement Management Unit Private Bag 502 Opuwo, Namibia										
ELECTRONIC BIDDING WILL NOT BE PERMITTED. LATE BIDS WILL BE REJECTED. BIDS WILL BE OPENED IN THE PRESENCE OF THE BIDDERS AT COUNCIL OFFICES.											

George P. Kamseb
Chief Regional Officer

KUNENE REGIONAL COUNCIL
PRIVATE BAG 502, OPUWO

22 SEP 2025

TEL: 065-273950
FAX: 065-273077
CHIEF REGIONAL OFFICER

