



**NATIONAL HOUSING ENTERPRISE
PROCUREMENT MANAGEMENT UNIT
BIDDING DOCUMENT ISSUED ON:**

05 JUNE 2025

FOR PROCUREMENT OF

**CONSTRUCTION OF CIVIL SERVICES (WATER & SEWER) FOR NHE HOUSING
DEVELOPMENT IN NKURENKURU EXTENSION 3**

PROCUREMENT REFERENCE NO:

W/ONB/NHE-04/24/25

COST: N\$ 300.00

(Documents downloaded from NHE website will be subjected to a payment of this amount at submission of bids – Payments must be made by electronic funds transfer (EFT) only, to the account number indicated in the bidding document. Proof of payment should be attached to the bid at submission. No late payments will be accepted.)

Name of Bidder		
E-mail Address		
Postal Address		
Contact Phone Number	Work:	Mobile:
Bid price (N\$ - VAT Exclusive)		
Bid price (In Words)		

ISSUED BY:	PREPARED BY:
NATIONAL HOUSING ENTERPRISE Procurement Management Unit P.O. Box 20192, Windhoek Namibia	TWEYA CONSULTING ENGINEERS P.O. Box 2210, WINDHOEK Tel: +264 61 236 889 Fax: +264 61 236 889

Closing Date 16 July 2025 at 10h00 am
Compulsory Bid Meeting: 25 June 2025, at 10h00 am – On site in Nkurenkuru
NO LATE BIDS WILL BE ACCEPTED

NOTICE TO BIDDERS

1. This bid is advertised in terms of Section 29 of the Public Procurement Act 15 of 2015 and is restricted to Bidders who meet the requirements as set out therein.
2. Please take note to initial all pages in this standard bidding document as per the responsiveness criteria checklist. Further ensure to initial all the supporting documents including company profiles, brochures, etc.
3. Take note to sign all relevant pages as stipulated in the standard bidding document.
4. Take note to stamp all pages where it is indicated that a stamp is required in addition to the signatures.
5. Take note to complete all forms, sign and/or stamp as required.
6. Bidders must ensure that payment for the bidding document is made before submission and proof of payment is attached to the bid at submission. Payments should be made by Electronic Funds Transfer (EFT) or direct deposit only in the bank account provided in the table below.

Documents downloaded will be subject to the payment of N\$ 300.00 on submission of bids
Payments should be made by electronic funds transfer (EFT) only, to the following account number:

Name of Account:

NHE Creditors Account, Standard Bank Namibia, Main Branch,

Account No.

043208290,

Branch Code 082372

Proof of payment should be attached to the bid document at submission. No late payments will be accepted. Bids without proof of payment will not be considered for evaluation.

(Clearly indicate name of bidder and the procurement reference number on proof of payment. Name indicated should correspond with information on the bid document submitted.) Any changes or differences in names should be communicated to

procurement@nhe.com.na

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PART 1 - Bidding Procedures

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Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Public Entity also referred to here as an Employer, as **indicated in the BDS**, issues this Bidding Document for the construction of Works as specified in Section 5 (Employer's Requirements). The name, identification, and number of contracts of this bidding 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 and stipulated contract period**.

Throughout these Bidding Documents:

- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt.
- (b) Proof of receipt means evidence that the recipient has received and acknowledged the communication.
- (c) if the context so requires, "singular" means "plural" and vice versa; and
- (d) "day" means calendar day, unless otherwise specified.

- 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, 5th Floor
Moltke Street
Windhoek,
Namibia
Email address: kaarina.kashonga@mof.gov.na**

4. Fraud and Corruption 4.1 It is the policy of the Government of the Republic of Namibia to require Public Entities, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. ¹ In pursuance of this policy, the Government of the Republic of Namibia:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;

(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;³

(iii) “collusive practice” is an arrangement between two or more parties⁴ 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 party⁵ or the property of the party to influence improperly the actions of a party.

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threat-

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Employer’s staff and employees of other organizations taking or reviewing procurement decisions.

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁵ “Party” refers to a participant in the procurement process or contract execution.

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

- (bb) acts intended to materially impede the exercise of the Employer's inspection and audit rights provided for under sub-clause 4.2 below.
 - (b) 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; and
 - (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 4.2 In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Procuring Agent.
- 4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 4.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015
- 4.5 The Public Entity commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Public Entity obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of the Republic of Namibia or if there be a substantive suspicion in this regard, it will

inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

5. Eligible Bidders

5.1 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 5.5 — 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 shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

1. they have a controlling partner in common; or
2. they receive or have received any direct or indirect subsidy from any of them; or
3. they have the same legal representative for purposes of this bid; or
4. 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
5. 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
6. 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
7. 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 firm 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. Websites shown below:

- African Development Bank <https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures>
- Asian Development Bank, <http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?Open-View&count=999>
- European Bank for Reconstruction and Development, <http://www.ebrd.com/pages/about/integrity/list.shtml>
- Inter-American Development Bank Group, <http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html>
- World Bank Group, <http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

5.4 State Owned Enterprises must illustrate that they have their own balance sheet and can perform the works independently.

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 shall 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) Evidence of experience in similar works 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) Bidders are required to submit an inventory of equipment it shall utilise to complete the Contract.

(e) qualifications and experience of key site personnel and technical personnel proposed for the contract.

- (f) Submission of Audited Financial Statements of the bidder for the preceding three (3) years is mandatory, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies.
- (g) Bidders must illustrate Adequate financial resources to perform as per contract. Bidders are required to attach proof of funds from financial institutions.
- (h) authority to seek references from the Bidder's bankers; and
- (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards.
- (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

- (a) a minimum average annual financial amount of construction work over the period **specified in the BDS**.
- (b) experience as prime contractor in the construction of a minimum number of works of a nature and complexity equivalent to the Works over a period as **specified in the BDS** (To comply with this requirement, works cited should be at least 70 percent complete).
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**.
- (d) a Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS**; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which shall be made under the Contract, of no less than the amount **specified in the BDS**.⁶

⁶ 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.

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

B. Contents of Bidding Document

7. Sections of Bidding Document

7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1 Bidding Procedures

Section I – Instructions to Bidders (ITB)

Section II – Bid Data Sheet (BDS)

Section III – Evaluation and Qualification Criteria

Section IV – Bidding Forms

PART 2 Requirements

Section V – Employer’s Requirements

PART 3 Conditions of Contract and Contract Forms

Section VI – General Conditions of Contract (GC)

Section VII – Special Conditions of Contract (SC)

Section VIII – Contract Forms

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

7.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document shall result in the rejection of the bid.

8. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 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** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 8.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period **given in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 7.3, including a description of the inquiry but without identifying its source. 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 9 and ITB 23.2.
- 8.2 The Bidder shall visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that is necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 8.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 8.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.5 The Bidder is requested, as far as possible, to submit any question in writing, to reach the Employer not later than one week before the meeting.
- 8.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any response prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 7.3. Any modification to the Bidding Document that is necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through

the issue of an addendum pursuant to ITB 9 and not through the minutes of the pre-bid meeting.

8.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding Document

9.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Procuring Agent in accordance with ITB 7.3.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2.

C. Preparation of Bids

10. Cost of Bidding

10.1 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, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation in English in which case, for purposes of interpretation of the Bid, such translation shall govern.

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

- (a) Bid submission Form (in the format indicated in Section IV);
- (b) completed Schedules, in accordance with ITB 13 and 15, or **as stipulated in the BDS.**
- (c) Bid Security **or** Bid Securing Declaration, in accordance with ITB 20.
- (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 14.

- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2.
- (f) documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the contract.
- (g) Technical Proposal in accordance with ITB 17.
- (h) in the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners.
- (i) the following documentary evidence is required.
 - a) have a valid company Registration Certificate.
 - b) have an original or valid certified copy of good Standing Tax Certificate; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**
 - c) have an original or valid copy of good Standing Social Security Certificate; The Good Standing Social Security Certificate is valid if issued on or after bid advertisement date.
 - d) have an original or valid certified copy of 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; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**
 - e) have a certificate indicating SME Status **(this is applicable to specialist installations sub-contractors only)**.
 - f) 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.
- (j) additional eligibility criteria as ***specified in the BDS:***

- 13. Bid Submission Form and Schedules** 13.1 The Bid Submission Form, Schedules, and all documents listed under ITB 12, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 14. Alternative Bids** 14.1 Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.
- 14.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 14.3 When **specified in the BDS** pursuant to ITB 14.1, and subject to ITB 14.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 14.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section V (Employer's Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).
- 15. Bid Prices and Discounts** 15.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Schedules shall conform to the requirements specified below.
- 15.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

- 15.3 The price to be quoted in the Bid Submission Form shall be the total price of the Bid, including any discounts offered.
- 15.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 13.1.
- 15.5 If so, indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 15.3, provided the bids for all contracts are submitted and opened at the same time.
- 15.6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 15.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
- 16. Currencies of Bid and Payment** 16.1 **The currency of the bid shall be in Namibia Dollars only** and fixed for the duration of the contract unless otherwise **specified in the BDS**.
- 16.2 Unless otherwise **specified in the BDS** no interim payment for Plant and Material on site is applicable as per FIDIC 14.5.
- 17. Documents Comprising the Technical Proposal** 17.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 18. Documents Establishing the** 18.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the

Qualifications of the Bidder

Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).

19. Period of Validity of Bids

19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer shall request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 20, it shall also be extended for a corresponding period.

20. Bid Security/Bid Securing Declaration

20.1 Unless otherwise **specified in the BDS**, the Bidder shall either furnish as part of its bid, in original form, a bid security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**. In the case of a bid security, the amount shall be **as specified in the BDS**.

20.2 The Bid Security shall be in the form of a Bank Guarantee, issued by a local commercial bank.

The Bid Security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms). The form must include the complete name of the Bidder. The Bid Security shall be valid for **thirty days (30) beyond the original validity period** of the bid, or beyond any period of extension if requested under ITB 19.2.

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

20.4 The Bid Security shall be forfeited, or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB 19.2 or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

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- (ii) furnish a performance security in accordance with ITB 41.

21. Format and Signing of Bid

In

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 12 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder as **specified in the BDS**.
- 21.3 Any amendment such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

- 22.1 Bidders shall always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
 - (a) Bidders submitting bids by post or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, 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 23.2 and 23.3.
- 22.2 The inner and outer envelopes shall:
 - (a) bear the name and address of the Bidder.
 - (b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 23.1.
 - (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.

Initials _____

22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Procuring Agent and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bids

25.1 No bid shall 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 Letter of Bid or any extension thereof.

26. Bid Opening

26.1 The Employer shall open the bids at the address, date and time **specified in the BDS** in the presence of Bidders` designated representatives who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

26.2 All envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Letter of the Bid, if required; and any other detail as the Procuring Agent may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 24.1.

26.3 The Procuring Agent shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security,

if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions shall result in the rejection of its bid.
- 27.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. 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 32.
- 28.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid shall be rejected.

- 29. Deviations, Reservations, Omissions, and** 29.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document.
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part, or all of the information or documentation required in the Bidding Document.
- 30. Determination of Responsiveness** 30.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB12.
- 30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 17, Technical Proposal, in particular, to confirm that all requirements of Section 5 (Employer's Requirements) have been met without any material deviation, reservation or omission.
- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors, and Omissions** 31.1 Provided that a bid is substantially responsive, the *Employer* may waive any non-material non-conformity in the bid.
- 31.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial

nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

31.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).

32. Correction of Arithmetical Errors

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

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Agent 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.

33. Margin of Preference

33.1 **Unless otherwise specified in the BDS**, Margin of Preference shall apply.

34. Evaluation of Bids

34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 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, were priced competitively.

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1.
- (c) price adjustment due to discounts offered in accordance with ITB 15.3.
- (d) adjustment for non-conformities in accordance with ITB 31.3.
- (e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);

34.3 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 Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).

34.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded 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 require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities or Priced Activity Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After analysis of the prices the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

35. Comparison of Bids of 35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the lowest evaluated bid.

36. Qualification of the Bidder of 36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18.1.

- 37. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 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. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria** 38.1 Subject to ITB 37.1, 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.

- 39. Notification of Award** 39.1 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 any application of review to the Review Panel, 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 Employer shall publish on its website www.cpb.org.na , the results of the Bidding Process identifying the bid and lot numbers and the following information:

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

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

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

- 40. Signing of Contract** 40.1 Promptly upon notification, the Procuring Agent shall send the successful Bidder the Contract Agreement.

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

- 41. Performance Security**
- 41.1 Within thirty (30) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section VIII (Contract Forms), or another form acceptable to the Employer.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 42. Plants and Materials on site**
- 42.1 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per FIDIC 14. 5..
- 43. Debriefing**
- 43.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing within 30 days from the date of the notification of 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: National Housing Enterprise</p> <p>The name and identification of the Contract are: CONSTRUCTION OF CIVIL SERVICES (WATER & SEWER) FOR NHE HOUSING DEVELOPMENT IN NKURENKURU EXTENSION 3</p> <p>Reference: W/ONB/NHE-04/24/25</p>
ITB 1.2	The Intended Completion period is eight (8) months from start date
ITB 2.1	The Funding Agency is: National Housing Enterprise
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows:
ITB 6.2 (c)	<p>Experience of at least five (5) years in works of a similar nature and size and clients who may be contacted for further information on those contracts.</p> <p>This should be works relating to construction of civil (water, sewer) services and documentary evidence to be provided and should correspond accordingly.</p> <p>The evidentiary proof shall be in the form of either of the following:</p> <ol style="list-style-type: none"> i) Practical Completion and/or Final Completion Certificate(s), from the Project Consultant, Principal Agent and/or Project Employer. ii) The said certificate(s) should be supported by evidence such as award letters, reference letter or any other relevant documentary evidence indicating the following: <ul style="list-style-type: none"> • <u>A brief but accurate description of the scope of works,</u> • <u>The contract/project duration, and</u> • <u>The contract/project amount.</u>
ITB 6.2 (e)	<p>Qualifications and experience of key site personnel and technical personnel proposed for the contract:</p> <ol style="list-style-type: none"> (a) <u>Site Agent</u> <ul style="list-style-type: none"> • BTech or National Diploma in Civil Engineering or equivalent qualification; and

	<ul style="list-style-type: none"> • 5 years or more experience in both sewer and bulk pipeline construction. <p>(b) <u>Foreman: Earthworks and Sewer Mains</u></p> <ul style="list-style-type: none"> • 5 years or more experience <p>(c) <u>Foreman: Concrete</u></p> <ul style="list-style-type: none"> • 5 years or more experience. <p>Note: Qualification’s requirements should be the minimum needed by Key Personnel for site works taking into consideration the market situation and the Contractors present staffing for works that have been executed in a professional and satisfactorily manner.</p> <p>The Contractor should submit the following Documents to Substantiate the above:</p> <ol style="list-style-type: none"> i) Submission of relevant documentation and certified qualifications of essential staff is required. ii) Personnel must work for the bidder or indicate that they will be employed by the bidder if awarded the contract.
ITB 6.2 (g)	Evidence of adequacy of working capital of not less than 30% of the bid amount for this Contract (access to line(s) of credit and availability of other financial resources).
ITB 6.3 (b)	<p>Experience as <u>prime contractor in one or more projects</u> for the construction of civil (water, sewer) services of a similar nature and complexity equivalent to the bid amount within the last five (5) years. (To comply with this requirement, works cited should be complete or at least 70 percent complete)</p> <p>The evidentiary proof, to substantiate this requirement, shall be in the form of either of the following:</p> <ol style="list-style-type: none"> i) Practical Completion and/or Final Completion Certificate(s), for from the Project Consultant, Principal Agent and/or Project Employer. ii) The said certificate(s) should be supported by evidence such as award letters, reference letter or any other relevant documentary evidence indicating the following: <ul style="list-style-type: none"> • <u>A brief but accurate description of the scope of works,</u> • <u>The contract/project duration, and</u> • <u>The contract/project amount.</u>
ITB 6.3 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <ol style="list-style-type: none"> i. 1 x Hydraulic Excavator ii. 1 x TLB (Tractor Loader Backhoe)

	<ul style="list-style-type: none"> iii. 3 x Concrete Mixers 200l iv. 1 x Tipper truck v. Tractor, Loader and Backhoe (TLB) vi. 1 x 5 Ton Load Truck vii. 1 x Dumpy Level viii. 2 x Compactor Rammer ix. Concrete mixer/truck <p>The bidder shall provide sufficient plant and equipment for completion of the Contract (own, lease or hire agreements). Bidder must demonstrate clearly that it has the capability to meet the requirements for the key equipment to carry out the Works.</p>
<p>ITB 6.3 (d)</p>	<p><u>Contracts Manager</u></p> <ul style="list-style-type: none"> • BSc/BEng or BTech in Civil Engineering or equivalent qualification; and • 8 years or more experience in sewer and bulk pipeline construction. <p>Contract Manager/Supervisor with Eight years’ experience in work of an equivalent nature and volume, including no less than three years as Manager.</p> <p>Detailed CV of qualifications, certified copies of such qualifications, job history and experience are required.</p> <p>CV must indicate that the person is employed by the bidder, or a letter of intent should be attached.</p> <p><i>The incumbent should possess general experience in Construction engineering works and at least 8 years of Specific experience in similar works plus relevant technical qualifications. (B-Tech/bachelor’s degree in engineering/construction).</i></p>
<p>B. Bidding Documents</p>	
<p>ITB 8.1</p>	<p>The Public Entity’s address for enquiries/clarification in <u>writing only</u> is:</p> <p>National Housing Enterprise, Email: procurement@nhe.com.na Postal: Procurement Management Unit</p> <p style="padding-left: 40px;">National House Enterprise P.O. Box 20192, Windhoek, Namibia</p> <p>Requests for clarification should be received by the Employer no later than 16 June 2025 (14 days prior) to the deadline to submission).</p>

ITB 8.2	<p>A compulsory pre-bid meeting has been scheduled for:</p> <p>Date: 25 June 2025</p> <p>Time: 10h00 am</p> <p>Place: On-site in Nkurenkuru</p> <p>NB*</p> <p><i>Bidder(s) are responsible for their own transport for the site and Pre-bid meeting. Bidders will be awarded points for attending the pre-bid meeting and Site Visit.</i></p> <p><i>It is recommended that the pre-bid meeting/site visit is attended by technical staff/ personnel within the company structure.</i></p> <p><i>An attendance confirmation form will be issued to bidders who attend the pre-bid meeting/site visit and signed by a representative from the Consultants.</i></p> <p><i>Please note that representatives attending the pre-bid meeting/site visit will not be allowed to attend and sign on behalf of more than one bidder</i></p>
C. Preparation of Bids	
ITB 13.1	<p>The Bid shall comprise the following bidding forms:</p> <ol style="list-style-type: none"> 1. Information on Bidder. 2. Bid Submission Form, (in accordance with the format indicated in Section III), duly completed and indicating full names of Contractor’s representative. Attach a certified copy of identity document (ID) or certified copy of a valid passport of a representative. 3. Qualification information and documentary evidence establishing the Bidder’s qualifications to perform the contract. 4. Duly completed Bill of Quantity; and 5. <u>Mandatory Legal Requirements: (Failure to submit will result in disqualification)</u> <p>For the bid to meet the mandatory requirements, the bidder must submit the following documents as outlined in section 50 of the Act:</p> <ol style="list-style-type: none"> (a) an original or certified copy of a valid certificate of good standing with the Receiver of Revenue. (b) a valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission. (c) as required by the Affirmative Action (Employment) Act, 1998 (Act No. 29 of 1998) –

	<ul style="list-style-type: none"> (i) a certified copy of a valid affirmative action compliance certificate issued under section 41 of that Act. (ii) a certified copy of an exemption issued under section 42 of that Act, or (iii) a certified copy of proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer as defined in that Act. <p>(d) a written undertaking as contemplated in section 138(2) of the Labour Act, 2007(Act No. 11 of 2007), and</p> <p>(e) a certified copy of a valid –</p> <ul style="list-style-type: none"> (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia. (ii) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia. (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia, or (iv) partnership agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements, <p>but a bidder or supplier who is a sole proprietor only needs to comply with the provisions of paragraph (a) to (d).</p> <p>(f) Bid Securing Declaration form must be fully completed and signed.</p> <p>6. Bidders are advised to observe the following:</p> <ul style="list-style-type: none"> i. The bidding document must be submitted in the original with one extra copy. ii. The bidding document must be fully signed and initialled on every page. iii. Authorization to sign bids on behalf of the Bidder as stated in ITB 21. 2. iv. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant with the relevant laws, the 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. (separate letter from bidder) v. Completion of Eligibility Self-Declaration Form. ITB5.3(a
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ITB 15.1	N/A – Alternative proposals will not be considered. Alternative materials and/or methods proposals should be submitted after award of the contract in accordance with GCC/SCC 37
ITB 17.1	The Contract is not subject to price adjustment in accordance with GCC Clause 44. The price shall be in Namibian Dollars, and it shall be a Fixed Price Contract for the duration of the contract.
ITB 17.2	Interim Payment for Plant and Material on site is not applicable.
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	Error! Reference source not found.
D. Submission and Opening of Bids	
ITB 21.1	The number of copies of the Bid to be completed and returned shall be: One (1) original and one (1) copy. They should be clearly marked “ORIGINAL” & “COPY” Relevant pages shall be signed, and all other pages shall be initialed. Failure to sign in accordance with this requirement will result in bid being rejected as non-responsive
ITB 21.2	<p>a) This authorization shall consist of written confirmation and shall be attached to the bid. It may include –</p> <ol style="list-style-type: none"> 1. a delegation of power by resolution of the Board of a company; or 2. from the CEO, himself holding power from the Board; or 3. from a Director being a shareholder of a company; or 4. through a Power of Attorney. <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties –</p> <ol style="list-style-type: none"> (i) stating that all parties shall be jointly and severally liable, if so, required in accordance with ITB 5.1; and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

	<p>The name and capacity of each person signing the authorisation must be typed or printed below the signature.</p> <p>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</p>
ITB 23.1	<p>The Employer’s address for the purpose of bid submission is: 7 General Murtala Mohammed Avenue, Eros in Windhoek Attention: Noreen Siyanga (Head: Procurement Management Unit)</p> <p><u>The deadline for submission of bids shall be:</u> <u>Wednesday, 16 July 2025 @ 10:00 am</u></p> <p>Each envelope shall be endorsed:</p> <ul style="list-style-type: none"> • “CONSTRUCTION OF CIVIL SERVICES (WATER & SEWER) IN NKURENKURU EXTENSION 3 “ • “Bid Reference Number: W/ONB/NHE-04/24/25 <p>“DO NOT OPEN UNTIL CLOSING DATE AND TIME”</p>
ITB 26.1	<p>The bid opening shall take place at: 7 General Murtala Mohammed Avenue, Eros in Windhoek NHE Head Office (Lecture Hall)</p> <p>Date and time: <u>Wednesday, 16 July 2025 at 10:15 am</u></p>
E. Evaluation and Comparison of Bids	
ITB 32.1	<p>Margin of preference shall apply.</p> <p>The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is 10%.</p> <p>A bidder must complete and sign the declaration in respect of exclusive preference included in this document above, outlining the preferences the bidder qualifies for and the grounds for such qualifications.</p>
F. Award of Contract	
ITB 39	<p>Upon award, the successful bidder will be provided with the contract agreement, accompanied by a KYC (Know Your Client) Form which must be completed by the successful bidder and submitted together with the Contract Agreement within thirty (30) days of receipt.</p> <p>The NHE is an accountable institution in terms of the Financial Intelligence Act, 2012 (Act No. 13 of 2012) as amended (FIA).</p>

	<p>The KYC Form is a set requirement by FIA and NHE is liable for the identity verification of all business parties and verification of the origin of money received in order to refrain from engaging in any money laundering transaction and to prevent the receipt of any proceeds from unlawful activities.</p> <p>Bidders are required to disclose the origin of funds to be used for the execution of the procurement and attach documentary proof or by completing the source of funds declaration form in this document.</p>
<p>ITB 40.1</p>	<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>
<p>ITB 40.1</p>	<p>There shall be no Advance Payment for this Contract.</p>

Section III - Evaluation and Qualification Criteria

Section III – Evaluation Criteria

Evaluation Criteria

This Section complements the Instructions to Bidders. It contains the criteria that NHE will use to evaluate a bid and determine whether a Bidder has the required qualifications. The Criteria hereunder are derived from the ITB and BDS. No other criteria but those indicated here shall be used during evaluation.

Evaluation Methodology

Evaluation will be conducted by a Bid Evaluation Committee (BEC) appointed in accordance with the Procurement Act and Regulations and evaluated in accordance with the criteria stated here below and in tables 1, 2, and 3.

Phase 1: Evaluation of Administrative and Legal Compliance

Legal Compliance – ITB 13.1(5)

In terms of section 50(2), bidders will be assessed for having submitted documents as stipulated in that section, failing which the bidder or supplier must be disqualified.

As per **TABLE 1**, only the bidders who score **Yes**, by providing all the required (mandatory) documents and satisfy the formal documentary evidence as stipulated ITB 13.1(5), ITB 20.1 and providing proof of payment will be considered for further evaluation.

Administrative Compliance – ITB 13.1 (all paragraphs excluding paragraph 5)

Administrative compliance will be assessed based on a Yes or No, and the aim of this criteria is the collection of administrative information that will eventually form part of the contract at award. Bidders will not be disqualified by scoring a No at this stage as per **TABLE 2**.

Phase 2: Evaluation of Technical Compliance

Bidders will be assessed against the Technical Evaluation criteria as stated in **TABLE 3**.

The criteria will be assessed based on the scoring matrix. Only the bidders who obtain **80%** for all criteria and satisfy the formal documentary evidence, will proceed to the next phase of Financial Evaluation.

Phase 3: Source of Funding Declaration and UN Sanction Verification

NHE is an accountable institution in terms of the Financial Intelligence Act no. 13 of 2012 and as such, is liable to verify the identity of all business parties as well as the origin of the money received to refrain from engaging in money laundering transactions and to prevent the receipt of any proceeds of unlawful activities.

To ensure compliance with FIA Act, all Bidders who proceed to this stage of evaluation will be subjected to the following verification process:

- a) Declaration of source of funds by completing source of funds verification form and supporting documents to verify source of funds as required by FIA.
- b) Bidders will be verified if they do not appear on UN sanction list.

Bidders who fail to declare the source of funds and/or who appear on the UN sanction list will automatically be disqualified from the bidding process. The UN sanction verification will be extended to the owners, shareholders, directors, and members of the company submitting the bid.

In the event of a Joint Venture, the verification will be carried out on all the parties of the Joint Venture including owners, shareholders, directors, and members of the companies involved in the Joint Venture.

Phase 5: Price Evaluation (In terms of the Tender/Bid Amount)

Price evaluation will be based on market average amount obtained from bids submitted by the responsive bidders who passed phase 1 (mandatory requirements) and phase 2 (technical requirements). A bid amount which is 10% below or above the market average amount will not be considered.

The procurement contract will be awarded to the lowest evaluated, substantially responsive bidder within the 10% upper or lower limit of the average amount.

A breakdown of prices must be market related and submission of unrealistically high or low prices may lead to disqualification. Bidders may be required to provide detailed costs and the BOQs must include pricing per line item.

as per specifications to justify the prices that are deemed to be unrealistic.

Phase 6: Margin of Preference

In terms of the Code of Good Practice on Preferences, margin of preference means a percentage of price preference given to a bidder who meets the specified criteria as determined.

This code of good practice aims to promote, facilitate, and strengthen measures to implement the empowerment and industrialization policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for the money, grant exclusive preference to categories of local suppliers through reservations of certain procurement of goods and, works and services.

The maximum cumulative allowable margins of preferences applicable to exclusive preference for price evaluation purposes is 10%.

A bidder must complete and sign the declaration in respect of exclusive preference included in this document above, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

Margins of preferences will be applied, as per Annexure 6 of the Code of Good Practice, as follows on the total cost in the price schedule:

MARGIN OF PREFERENCES WHEN EVALUATING BIDS FOR EXCLUSIVE PREFERENCE

CATEGORIES OF BIDDERS	DEFINITION / CRITERIA (in terms of code of good practice on preferences)	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)
Manufacturer	means a person or company that is involved in the physical or chemical transformation of materials or components into new products whether or not – a) the transformation is through work- i) performed by a power-driven machine or by hand, ii) done in a home or factory, or b) the new products are sold on wholesale or retail basis	2%	<ul style="list-style-type: none"> ▪ certificate of registration from a registering authority ▪ declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant ▪ (please refer to code of good practice for above stated annexures)
Micro, Small and Medium Enterprise	means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51% owned by Namibians	1%	<ul style="list-style-type: none"> ▪ certified copy of SME registration certificate ▪ declaration indicating the percentage of Namibian MSME ownership (kindly use structure of form)
Women owned enterprise	a bidder who is a woman or whose minimum equity is 51% owned by Namibian women	1%	<ul style="list-style-type: none"> ▪ certified copy of identity documents (IDs) of all stakeholders ▪ certified copy of: founding statement and/or company registration indicating ownership structure and/or copy of shareholder certificates ▪ declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	“youth” means a young person aged from 16 to 35 years old as defined in section 1 of the National Youth Council Act, 2009 (Act No.3 of 2009) a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths	2%	<ul style="list-style-type: none"> ▪ certified copy of identity documents (IDs) of all shareholders ▪ certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate ▪ declaration indicating the percentage of Namibian youth ownership
Previously Disadvantaged Person owned enterprise	means persons contemplated in Article 23(2) of the Namibian Constitution and includes – a) women; and b) persons with any disability as defined in the National Disability Act, 2004 (Act No. 26 of 2004)	2%	<ul style="list-style-type: none"> ▪ certified copy of identity documents (IDs) of all shareholders ▪ certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificates ▪ declaration indicating the percentage of Namibian PDP ownership

	a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs		
persons within Namibia who have been socially, economically, or educationally disadvantaged by past discriminatory laws or practices as contemplated in Article 23(2) of the Namibian Constitution			
Suppliers providing environmental protection	a bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document	1%	<ul style="list-style-type: none"> ▪ declaration by the bidder that the latter deals with environmental protection
Suppliers providing employment to Namibians	a bidder who employs 50% or more Namibian citizens	1%	<ul style="list-style-type: none"> ▪ declaration that the bidder employs 50% or more Namibian citizens
			<ul style="list-style-type: none"> ▪ certified copies of Namibian citizens employed by the bidder
TOTAL		10%	

Evaluation of Administrative and Legal Compliance

TABLE 1: Mandatory Legal Compliance (failure to Submit Prescribed Documents shall lead to Disqualification of the Bid)

	DOCUMENT DESCRIPTION	YES/NO
1	Electronic Funds Transfer (EFT) Proof of Payment	
2	Bid Securing Declaration; ITB 13.1(5)(f) and ITB 20.1 (On form provided or company letterhead in the same format of the form)	
3	Company Registration Information A certified copy of valid registration certificate or relevant documentation as outlined in ITB 13.1(5)(e)	
4	an original or certified copy of a valid certificate of good standing with the Receiver of Revenue; ITB 13.1(5)(a)	
5	a valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission; ITB 13.1(5)(b)	
6	Affirmative action compliance: <ul style="list-style-type: none"> ▪ Certified copy of certificate, or ▪ Certified copy exemption, or Certified copy of proof.; ITB 13.1(5)(c)	
7	Completed Undertaking in terms of section 138 of the Labour Act; ITB 13.1(5)(d) (On form provided or company letterhead in the same format of the form)	

TABLE 2: Administrative Compliance

	DOCUMENT DESCRIPTION	YES/NO
1	Fully Completed Bid Submission Form; ITB 13.1(2), (On form provided or company letterhead in the same format of the form) Attached certified copy of identity document (ID) or certified copy of a valid passport of representative & evidence of signatory authorized to sign the bid	
2	Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract; ITB 13.1(3) (All information to be completed on forms provided or presented on separate stationery in the same format of the forms. Company profiles with relevant information are acceptable)	
3	Duly completed Bill of Quantity	
4	Authorisation to sign bids on behalf of the Bidder (Power of attorney / Written authorization) as stated in ITB 21.2. (Company letterhead and own format)	
5	Bidding Document submitted in original & copy and fully signed & initialed; ITB 13.1(6)(i) and (ii)	
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; ITB 13.1(6)(iv) (separate letter from bidder) (Company letterhead and format)	
7	Completed Self Declaration Form in respect of eligibility criteria: ITB 5.3(a) & ITB 13.1(6)(v)	
8	Completed Source of Funds Declaration Form: ITB 39	
9	Margin of preference declarations outlining the preferences the bidder qualifies for and the grounds for such qualifications: ITB 32	

TABLE 3: Evaluation of Technical Compliance**(All Documents must be certified copies or original where indicated)****(Bidder must score a minimum of 80% to proceed to the next stage of evaluation)**

#	Description	Source of Verification	Scoring Notes		Weight
1	Experience of at least five (5) years in works of a similar nature and size and clients who may be contacted for further information on those contracts. (ITB 6.2(c))	<p>This should be works relating to construction of civil (water & sewer) services and documentary evidence to be provided and should correspond accordingly.</p> <p>The evidentiary proof shall be in the form of either of the following:</p> <ul style="list-style-type: none"> - Practical Completion and/or Final Completion Certificate(s), from the Project Consultant, Principal Agent and/or Project Employer. - The said certificate(s) should be accompanied with a supporting, award letters, reference letter or any other documentary evidence indicating the following: <ul style="list-style-type: none"> • <u>A brief but accurate description of the scope of works,</u> • <u>The contract/project duration, and</u> • <u>The contract/project amount.</u> 	<p>Works of similar nature and size for 5 (five) years or more</p>	5%	5%
		Works of similar nature and size for 4 (four) years	4%		
		Works of similar nature and size for 3 (three) years	3%		
		Works of similar nature and size for 2 (two) years	2%		
		Works of similar nature and size 1 (one) year	1%		
		No evidence of works of similar nature and size	0%		
2	Experience as <u>prime contractor in one or more projects</u> for the construction of civil (water & sewer) services of a similar nature and complexity equivalent to the bid amount within the last five (5) years. (ITB 6.3 (b))	<p>This should be works relating to construction of civil (water & sewer) services and documentary evidence to be provided and should correspond accordingly.</p> <p>The evidentiary proof shall be in the form of either of the following:</p>	Experience as prime contractor in one (1) or more projects of a similar nature equivalent to or more than the bid price	20%	20%
		Experience as prime contractor in a project with a value below the	15%		

		<ul style="list-style-type: none"> - Practical Completion and/or Final Completion Certificate(s), from the Project Consultant, Principal Agent and/or Project Employer. - The said certificate(s) should be accompanied with a supporting, award letters, reference letter or any other documentary evidence indicating the following: <ul style="list-style-type: none"> • <u>A brief but accurate description of the scope of works,</u> • <u>The contract/project duration, and</u> • <u>The contract/project amount.</u> 	<p>bid price but not less than 50% of bid price.</p>		
			Experience as prime contractor in works below 50% of bid price	5%	
			No experience as Prime Contractor	0%	
3	<p>Construction equipment proposed to carry out the contract/project.</p> <p>List must be provided with proof of ownership.</p> <p>Lease or renting is allowed and proof of agreements or recent accounts confirmations with tool/plant/machinery/equipment hires must be provided. (proof must not be older than 12 months)</p> <p>(ITB 6.2(d) & ITB 6.3(c))</p>	<p>Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment required for the performance of the contract.</p> <p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <ul style="list-style-type: none"> • Hydraulic Excavator • Tipper truck • Tractor, Loader and Backhoe (TLB) • Front Loader • Dumpy Level • Compactor Rammer • Concrete mixer/truck 	<p>List of plant attached + proof of ownership/lease of at least 3 or more of the plant mentioned.</p>	5%	5%
			List of plant attached + proof of ownership/lease of at least 2 of the plant mentioned.	2.5%	
			List of plant attached + proof of ownership/lease of at least 1 of the plant mentioned.	1%	
			No proof provided	0%	
4	<p>Contracts Manager</p> <ul style="list-style-type: none"> • BSc/BEng or BTech in Civil Engineering or equivalent qualification; and 	<ul style="list-style-type: none"> • Position of Project/Contract Manager/ must be indicated either in the bidding document or on the CV. • CV of Project/Contract Manager/ must be provided. 	CV, 8 years and more relevant experience (works + management) & qualifications (must be attached) + must	20%	20%

	<ul style="list-style-type: none"> 8 years or more experience in sewer and bulk pipeline construction. <p>Contract Manager/Supervisor with Eight years' experience in work of an equivalent nature and volume, including no less than three years as Manager.</p> <p>Detailed CV of qualifications, certified copies of such qualifications, job history and experience are required.</p> <p>CV must indicate that the person is employed by the bidder, or a letter of intent should be attached.</p> <p><i>The incumbent should possess general experience in Construction engineering works and at least 8 years of Specific experience in similar works plus relevant technical qualifications. (B-Tech/bachelor's degree in engineering/construction).</i></p> <p>The listed person/s must be based on site full time and will be the point of contact for all instructions by designated NHE site representative. Any replacement of the cited person/s must be communicated in writing and relevant documentation as required above should be submitted to NHE Project Manager.</p> <p>Non-adherence to this requirement will result in a breach of contract.</p> <p>(ITB 6.3(d))</p>	<ul style="list-style-type: none"> Experience of Project/Contract Manager must be of relevance to the current nature of bid. Project/Contract Manager/ must indicate 8 or more years' experience in Managerial/Supervisory position. Must work for bidder or there must be proof on intend to do so. <i>Relevant technical (B-Tech/bachelor's degree in engineering/construction or any other qualification related to the discipline).</i> 	work for bidder or letter of intent		
			CV, 4 years relevant experience (works + management) & maybe no qualifications + must work for bidder or letter of intent	15%	
			CV, 3 years' experience (works + management) & qualifications (must be attached) + must work for bidder or letter of intent	10%	
			2 years or below	0%	
5	<p>Qualifications and experience of key site personnel and technical personnel proposed for the contract:</p> <p>a. Site Agent</p> <ul style="list-style-type: none"> BTech or National Diploma in Civil Engineering or equivalent qualification; and 	<ul style="list-style-type: none"> Detailed Organogram/ similar layout must be provided by bidders. Key site personnel must have relevant experience and qualifications relating to the nature of the tender. At least two other CVs other than that of the one 	<p>Key personnel include all three: Site Agent, Foreman (Sewer & Water) and Foreman (Concrete)</p> <p>Detailed CV and relevant qualifications and at least 5 years of relevant experience</p>	15%	15%

	<ul style="list-style-type: none"> • 5 years or more experience in both sewer and bulk pipeline construction. <p>b. Foreman: Earthworks and Sewer Mains</p> <ul style="list-style-type: none"> • 5 years or more experience <p>c. Foreman: Concrete</p> <ul style="list-style-type: none"> • 5 years or more experience. <p>Note: Qualification's requirements should be the minimum needed by Key Personnel for site works taking into consideration the market situation and the Contractors present staffing for works that have been executed in a professional and satisfactory manner.</p> <p>The Contractor should submit the following Documents to Substantiate the above:</p> <p>iii) Submission of relevant documentation and certified qualifications of essential staff is required.</p> <p>Personnel must work for the bidder or indicate that they will be employed by the bidder if awarded the contract.</p> <p>(ITB 6.2(e))</p>	<p>mentioned in criteria no.4 must be provided.</p> <ul style="list-style-type: none"> • Must work for bidder or there must be proof on intend to do so. • All qualifications and IDs must be certified by a commissioner of oath. • Relevant experience of more than 5 years can be regarded as a substitute of a qualification 	Key personnel include only 2 Detailed CV and relevant qualifications and experience	10%	
			Key personnel include only 1	5%	
			None of the above.	0%	
6	<p>Evidence of adequacy of working capital of not less than 30% of the bid amount for this Contract (access to line(s) of credit and availability of other financial resources).</p> <p>(ITB 6.2 (g))</p>	<ul style="list-style-type: none"> • Bidder must demonstrate access, or availability of, financial resources such as cash, liquid assets, unencumbered real assets, lines of credit, financing partners, and other financial means, to meet financial obligations of at least 30% of bid amount. 	Financial resources equivalent to 30% of bid amount or more	20%	20%
			Financial resources below 30% of bid amount but not less than 20%	15%	
			Financial resources below 20% of bid amount but not less than 10%	10%	

			Financial resources below 10% of bid amount or no proof of financial resources	0%	
7	Building materials suppliers account	Building materials suppliers account of not less than 50% of the bid amount	Accounts equivalent to 50% or more	10%	10%
			Accounts less than 50%	0%	
8	Bidder attended Pre-bid meeting and Site visit (ITB 8.2)	Pre-Bid Meeting Attendance Register completed	Attended	5%	5%
			Not attended	0%	
TOTAL					100%

Initials _____

Section IV - Bidding Forms

Initials _____

Form – Information on Bidder

Information on Bidder

1. Company Details

(Full Name of Company)

(Name of Responsible Officer)

(Postal Address)

(Street Address)

Contact Telephone Number _____

Contact Email Address _____

2. Origin/Registration Details

Namibian Company/Contractor/Supplier/Trader

Registration Number & Date _____

Income Tax Registration Number _____

Financial Interest held by foreigner/foreign company (if any) and details:

- Foreign Company/Contractor/Supplier/Trader

Initials _____

Country of Registration Number _____

Financial Interest held by Namibians/Namibian Company (if any) and details:

3. Social Security

Social Security Registration Number _____

Employees Compensation Registration Number _____

4. Capital Structure

Amount (N\$)

Percentage Total

a. Capital owned by Namibians / Namibian company		
b. Capital owned by foreigners / foreign company		
c. Total equity capital		

5. Shareholders

Name of Shareholder	Namibian (Yes/No)	Previously Disadvantaged Namibian (Yes/No)	Non-Namibian Citizen (Yes/No)	Full time employed (Yes/No)	Percentage Shares

Initials _____

					Total=100%
--	--	--	--	--	-------------------

6. Organizational Strength

Category	Total	Number of Namibians	Number of Formerly Disadvantaged Namibians	Number of Foreigners citizens / Permanent.
a. Managing (apart from shareholders)				
b. All employees excluding Managers				
c. Number of Female(s)				
d. Number of Male(s)				
e. Number of disabled Female(s)				
f. Number of disabled Male(s)				
g. Total number of employees including Management excluding shareholders				
Total				

**Formally disadvantaged Namibians refers to all persons who were or are directly or indirectly disadvantaged in the Labour field as a consequence of social, economic or educational imbalances arising out of racial discriminatory laws or practices before the Independence of Namibia.*

7. Particulars of Business

a. Nature of activities:

b. Is it a small and medium enterprise according to the Ministry of Health and Social Services?

(Yes/No)_____

If yes, attach the SME certificate from the Ministry.

c. Is the bidder located in communal areas / undeveloped areas notified by the Ministry of Health and Social Services?

(Yes/No)_____

If yes, provide details:

d. Particulars of structured training programmes / apprenticeship courses of approved standards for labour / technical staff and managerial cadre / specialised training of women and handicapped persons / other programmes or activities benefiting disadvantaged Namibian citizens / assistance, sponsorship, bursaries, etc, provided to vocational training centres. **Attach documentary evidence in support and list documents below.**

e. Particulars of affirmative action programmes / activities undertaken – such as promoting advancement of disadvantaged Namibian citizens; emerging Namibian entrepreneurship; woman and handicapped persons; achieving a balanced structure of managerial cadre, etc. **Attach documentary evidence in support and list documents below..**

Initials_____

Form – Bid Submission

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

Date: _____

Bidder’s Reference No.: _____

Procurement Reference No: _____

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB).
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
_____.
- (c) The total price of our Bid, offered is (expressed in words and figures):

_____.
- (d) Prompt payment discounts are as offered in the Bidding Forms.
- (e) Our bid shall be valid for a period of _____ *[insert validity period as specified in ITB 19.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance 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.

Initials _____

- (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.
- (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: ***(Provide certified copy of identity document (ID) or certified copy of a valid passport of representative, including Evidence of signatory authorized to sign the bid)***

Name of Representative:

.....

In the capacity of:

.....

Signed:

.....

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

Name of Bidder:

.....

Physical Address:

.....

.....

Postal Address:

.....

.....

Tel no. (Office):

.....

Cell:

.....

email:

.....

Date:

.....

Initials _____

Seal of Company

Initials _____

Form – Self Declaration

SELF-DECLARATION FORM

Procurement Reference No: _____

Title: _____

I/We the undersigned declare that:

1. I / we are not debarred by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission.
2. I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group.
3. I/ we will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
4. I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest.
5. I/ we have not sought, attempted to obtain, or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at _____ this _____ day of _____

Signature (of duly authorised officer): _____

Full Name and Designation: _____

Initials _____

Form – Bid Securing Declaration
BID SECURING DECLARATION
 (Section 45 of Act) (Regulation 37(1)(b) and 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 _____, _____

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**

Initials _____



Republic Of Namibia

Ministry of Labour, Industrial Relations, and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name: _____

Registration Number: _____

Vat Number: _____

Industry/Sector: _____

Place of Business: _____

Physical Address: _____

Tell No.: _____

Fax No.: _____

Email Address: _____

Postal Address: _____

Full name of Owner/Accounting Officer: _____

Email Address: _____

2. PROCUREMENT DETAILS

Procurement Reference No.: _____

Procurement Description: _____

Anticipated Contract Duration: _____

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

3. UNDERTAKING

I _____
[insert full name], owner/representative

of _____
[insert full name of company]

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

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

Signature: _____

Date: _____

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.*

Initials _____

Declaration Forms – Exclusive Preference

DECLARATION IN RESPECT OF EXCLUSIVE PREFERENCE

Paragraph 9(3) and Annexure 6 of the Code of Good Practice on Preferences Referred to in Section 71 and 72 of Public Procurement Act, 2015

Bidder must tick the appropriate box to indicate the category under which it has made a declaration.

1. Manufacturer

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
1	Manufacturer	<ul style="list-style-type: none"> ▪ Cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant (please refer to code of good practice for above stated annexures) 	Yes	
			No	

If yes, please complete the part below, including the cost structure form. The form maybe reproduced, but it should be in the same format or reflect the whole information on it.

Manufacturer's Declaration in Terms of Paragraph 9(3) and Annexure 6 of the Code of Good Practice

I/We hereby declare that the manufactured goods meet the local content as determined in Annexure 1 of Code of good practice, as per the cost structure for Value Added Calculation.

The Local Value-Added amounts to: N\$ _____

NB: The cost structure reflecting the above amount must be attached to the bid for reference. (See last attachment)

2. Micro, Small and Medium Enterprises

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
2	Micro, Small and Medium Enterprise	<ul style="list-style-type: none"> ▪ certified copy of SME registration certificate 	Yes	
			No	

If yes, percentage indicating Namibian MSME ownership	
---	--

3. Women Owned Enterprise

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
3	Women owned enterprise	<ul style="list-style-type: none"> ▪ Certified copy of identity documents (IDs) of all stakeholders ▪ Certified copy of: 	Yes	

Initials _____

	founding statement and/or company registration indicating ownership structure and/or copy of shareholder certificate	No	
--	--	----	--

If yes, percentage equity owned by Namibian women	
---	--

4. Youth Owned Enterprise

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
4	Youth owned enterprise	<ul style="list-style-type: none"> ▪ Certified copy of identity documents (IDs) of all stakeholders ▪ Certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate 	Yes	
			No	

If yes, percentage equity owned by Namibian youths	
--	--

5. Previously Disadvantaged Person owned Enterprise.

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
5	Previously Disadvantaged Person owned enterprise	<ul style="list-style-type: none"> ▪ Certified copy of identity documents (IDs) of all stakeholders ▪ Certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate 	Yes	
			No	

If yes, percentage equity owned by previously disadvantaged Namibians	
---	--

6. Suppliers Providing Environmental Protection

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
6	Suppliers providing environmental protection	<ul style="list-style-type: none"> ▪ Evidence that the bidder promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources 	Yes	
			No	

If yes, bidder must provide evidence or elaborate on any initiatives to protect the environment, maintain ecosystems and the sustainable use of natural resources.

Initials _____

7. Suppliers Providing Employment to Namibians

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
7	Suppliers providing employment to Namibians	<ul style="list-style-type: none"> ▪ Declaration that the bidder employs 50% or more Namibian citizens ▪ Certified copies of Namibian citizens employed by the bidder 	Yes	
			No	

If yes, kindly provide an organogram indicating the total number of employees. In addition, provide a list of all Namibians with proof of identifications.

ANNEXURE 1

COST STRUCTURE FOR VALUE ADDED CALCULATION

(Paragraph 1)

	Product 1	Product 2
	N\$	N\$
Raw Materials, Accessories and Components		
• Imported (CIF)		
• Local (Value Added Tax and Excise Duty Fee)		
• Local (Cost, Insurance, Freight)		
Labour Cost		
• Direct Labour		
• Clerical Wages		
• Salaries to Management		
Utilities		
• Electricity		
• Water		
• Telephone		
Depreciation		
Interest on Loans		
Rent		
Other (please specify)		
TOTAL COST		
COST OF IMPORTED INPUTS		
LOCAL VALUE ADDED		

Initials _____

% LOCAL VALUE ADDED		
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Local Value Added =
$$\frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

NB! The cost structure must be certified by an Accountant.

This form maybe reproduced, but it should be in the same format or reflect the whole information on it.

I/We* hereby declare that the information provided above outlines the preferences that I/We* qualifies for, and that the information provided is correct

Signed: _____

Name: _____

Dated on _____ day of _____, _____

Initials _____

Section IV - Part D: Bill of Quantities

Initials _____

Part D: Schedule of Quantities / Bill of Quantities

PREAMBLE TO SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

In these Bidding Documents the term 'Schedule of Quantities' means 'Bill of Quantities' and vice versa.

1. This Schedule of Quantities form part of the Contract documents and shall be read in conjunction with the General Conditions of Contract, The Special Conditions of Contract, Specifications and Drawings.
2. The Schedule of Quantities has been drawn up as far as possible in accordance with the Standard Method of Measurement of Civil Engineering Quantities published by the South African Institute of Civil Engineers.
3. The cost of complying with all conditions, obligations and liabilities described in the General conditions of Contract, Specifications and the Schedule of Quantities, including all overhead charges and profit and carrying out the Work as shown on the drawings shall be deemed to spread over and included in the prices or sums stated by the Contractor in the Schedule of Quantities.
4. Each item shall be priced and extended to the "Amount" columns by the Contractor with the exception of the items for which a rate is only required or which already have Provisional sums affixed thereto. If the Contractor omits to price any items in the Schedule of Quantities, then the cost of the work of such items shall be taken as being spread over and included in the prices given in the other items of work and that work under that item would be paid at a rate of zero.
5. The short description of the items in the Schedule of Quantities is for identification purposes only, the work covered by the items being fully specified in the relevant payment clauses in the project specifications.
6. All prices shall be quoted in Namibia Dollars and will be held firm, subject to the Conditions of the Bid.
7. The Contractor is required to fill in all sections where "rate only" is required, as the distribution of work in the different phases of the Contract is not yet finalised. Failure to do so may disqualify the bidder.
8. Rates shall be all-inclusive. However, Sales Tax which is re-claimable from Inland Revenue as Input VAT shall be excluded from the rates. Sales Taxes Output VAT shall be added to the monthly payment certificates of the Contractor on the total amount of the certificate and shall in no way be included in the Contractor's unit rates.
9. Although utmost care was taken to reflect the true quantities of each item, during the compilation of the Schedule of Quantities, it is hereby explicably stated, that should the Contractor wish to base his order of material on the Schedule of Quantities, he does so at

his own risk. No compensation for incorrect quantities and/or items listed in this Bill of Quantities shall be allowed for.

10. The Bidder must price each item in the Schedule of Quantities in Black Ink. Additionally, relevant portions of the Schedule of Quantities (including bid prices, rates and amounts all rounded to two decimals) may be done electronically in the official format (provided on request via e-mail), printed, signed in black ink and bound into the 'Book of Supporting Documentation'. In such cases, one electronic version of the Schedule of Quantities (using the official format) shall also be submitted on a Compact Data Disc (CD)/ USB together with the bid document. In such cases, the existing yellow pages of the Schedule of Quantities included in Section IV Part D of the bid Document need not be filled in by hand, they must however be endorsed with 'as per attached', initialled and signed and must remain in the Bid Document. No other priced document will be acceptable unless it is provided (in hard copy and / or electronically) in terms of addendums issued before the bid closing date.
11. 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 bid against the respective items in the Schedule of Quantities.

FRONT SHEET

CLIENT : **NATIONAL HOUSING ENTERPRISE (NHE)**
 CONTRACT NO : **W/ONB/NHE-04/24/25**
CONSTRUCTION OF CIVIL SERVICES (WATER & SEWER) FOR NHE HOUSING DEVELOPMENT IN NKU-
 CONTRACT TITLE : **RENKURU EXTENSION 3**
 SUBURB : **NKURENKURU EXTENSION 3**

SUMMARY OF SCHEDULE OF QUANTITIES: NKURENKURU EXTENSION 3

SANS	PART OF WORKS	TOTAL EXCL. VAT
1200 A	: GENERAL	369,000.00
1200 C	: SITE CLEARANCE	0.00
1200 DB	: EARTHWORKS (PIPE TRENCHES) SEWER	0.00
1200 DB	: EARTHWORKS (PIPE TRENCHES) WATER	0.00
1200 L	: MEDIUM-PRESSURE PIPELINES	0.00
1200 LB	: BEDDING (PIPES)	0.00
1200 LD	: SEWERS	0.00
1200 LF	: ERF CONNECTIONS (WATER)	0.00
	SUB - TOTAL:	369,000.00
	10% CONTINGENCIES	36,900.00
	SUB - TOTAL:	405,900.00
	VAT:	55,350.00
	TOTAL:	461,250.00

Initials _____

BILL OF QUANTITIES

SANS 1200 A: GENERAL

NKURENKURU EXTENSION 3

Item	Payment	Description	Unit	QTY	Rate	Amount
	1200 A	<u>SANS 1200 A: GENERAL</u>				
1.1	8.3	<u>SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS</u>				
1.1.1	8.3.1	Contractual Requirements	SUM	1		100,000.00
1.1.2	8.3.2	Establish of Facilities on the Site				
1.1.3	8.3.2.2	Facilities for Contractor: All inclusive of parts (a to j)	SUM	1		50,000.00
1.1.4	8.3.3	Other Fixed-charge Obligations	SUM	1		
1.1.5	8.3.4	Removal of Site Establishment	SUM	1		
1.1.6		Contract Sign Board	No	1		0.00
1.2	8.4	<u>SCHEDULED TIME-RELATED ITEMS</u>				
1.2.1	8.4.1	Contractual Requirements	SUM	1		60,000.00
1.2.2	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated	SUM	1		25,000.00

Initials _____

1.2.3	8.4.2.2	Facilities for Contractor:	SUM	1		15,000.00
1.2.4	8.4.3	Supervision for Duration of Construction	SUM	1		15,000.00
1.2.5	8.4.5	Other Time-related Obligations	SUM	1		
1.2.6		Provide "AS-BUILT" Drawings	SUM	1		0.00
1.3	PSA 8.5	<u>SUMS STATED PROVISIONALLY BY ENGINEER</u>				
1.3.1	8.5.1	(i) Additional control testing as ordered by the Engineer including overheads, charges and profit	PC Sum	1	50,000	10,000.00
1.3.1.1		(a) Charge required by Contractor on sub-item (1.3.1)	%	5.00		500.00
1.3.2	8.5.2	(ii) Replace erf pegs by Land Surveyor and confirm benchmarks as ordered by the Engineer	PC Sum	1	50,000	20,000.00
1.3.2.1		(a) Charge required by Contractor on sub-item (1.3.2)	%	5.00		1,000.00
1.3.3	8.5.3	(iii) Location, exposure, protection or move existing services to be relocate as per relevant PS or SANS specifications as ordered by the engineer	PC Sum	1	50,000	50,000.00
1.3.3.1		(a) Charge required by Contractor on sub-item (1.3.3)	%	5.00		2,500.00
1.4	8.7	<u>DAYWORKS</u> Additional works as requested by Engineer	PC Sum	1	25,000	10,000.00

Initials _____

1.5	PSA					
1.5.1	8.8	<u>TEMPORARY WORKS</u>				
	8.8.2	ACCOMODATION OF TRAFFIC	SUM	1		10,000.00
TOTAL CARRIED FORWARD TO SUMARY:						369,000.00

Initials _____

**PART D: BILL OF QUANTITIES
SANS 1200 C: SITE CLEARANCE**

NKURENKURU EXTENSION 3

Item	Payment	Description	Unit	QTY	Rate	Amount
2.1	1200 C PSC	<u>SANS 1200 C: SITE CLEARANCE</u>				
2.1.1	8.2.1	CLEAR & GRUB				
	8.2.1.1	1) Clear and Grub the designated area as specified by the engineer: This includes the clearing the surface, removing boulders, grubbing of scrubs as per SANS item 8.2.1	ha	2		
2.1.2	8.2.1.2	DISMANTLE AND REMOVE EXISTING SERVICES (SEWER LINES) ON PROJECT AREA 2) The rate shall include the cost of excavation and back-filling.	m	1750		
2.1.3	8.2.1.3	DISMANTLE AND REMOVE EXISTING SEWER MAHOLES 3) The rate shall include the cost of excavation, backfilling & disposal	No	38		
TOTAL CARRIED FORWARD TO SUMARY:						

Initials _____

PART D: BILL OF QUANTITIES

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES) SEWER

NKURENKURU EXTENSION 3

Item	Payment	Description	Unit	QTY	Rate	Amount
	1200 DB	<u>SANS 1200 DB: EARTHWORKS (PIPE TRENCHES) SEWER</u>				
		<u>SEWER LINES</u>				
4.1		<u>EXCAVATIONS</u>				
4.1.1	8.3.2 (a)	Machines excavate in all materials for trenches, backfill, compact and dispose of surplus material including dewatering of trench if required.				
		01) For pipe diameters up to and including 200mm \emptyset for depths:				
4.1.1.1	8.3.2.1	a) 0.00m - 1.00m	m ³	1720		
4.1.1.2	8.3.2.2	b) 1.00m - 2.00m	m ³	1025		
4.1.1.3	8.3.2.3	c) 2.00m - 3.00m	m ³	640		
4.1.1.4	8.3.2.4	d) 3.00m - 4.00m	m ³	430		
4.1.1.5	8.3.2.5	d) 4.00m - 5.00m	m ³	275		
4.2	8.3.2 (b)	Extra over on Items 4.1 - 4.1.1.4 for excavation				
		a) Hard Rock Excavation	m ³	50		
4.3	8.3.2 (c)	Excavate and dispose of unsuitable material from trench bottom	m ³	20		
4.4	8.3.3	<u>EXCAVATION ANCILLARIES</u>				
4.4.1	8.3.3.1	01) Make up deficiency in backfill material				

Initials _____

4.4.1.1	8.3.3.1.1	a) from other necessary excavations on site	m ³	15		
4.4.1.2	8.3.3.1.2	b) from importation from designated borrow pits	m ³	15		
4.4.1.3	8.3.3.1.3	c) from importation from commercial or off-site sources selected by the Contractor	m ³	15		
TOTAL CARRIED FORWARD TO SUMMARY:						0.00

Initials _____

PART D: BILL OF QUANTITIES

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES) WATER

NKURENKURU EXTENSION 3

Item	Payment	Description	Unit	QTY	Rate	Amount
	1200 DB	<u>SANS 1200 DB: EARTHWORKS (PIPE TRENCHES) WATER</u>				
		<u>WATER RETICULATION</u>				
5.1		<u>EXCAVATIONS</u>				
5.1.1	8.3.2 (a)	Machines excavate in all materials for trenches, backfill, compact and dispose of surplus material including dewatering of trench if required.				
		MAINLINES				
		01) For pipe diameters up to and including 200mm \emptyset for depths:				
5.1.1.1	8.3.2.1	a) 0.00m - 1.00m	m	1160		
		ERF CONNECTIONS				
		01) For pipe diameters up to and including 110mm \emptyset for depths:				
5.1.1.2	8.3.2.2	b) 0.00m - 1.00m	m	1460		
5.3	8.3.2 (c)	Excavate and dispose of unsuitable material from trench bottom	m ³	10		

Initials _____

5.4	8.3.3	<u>EXCAVATION ANCILLARIES</u>				
5.5.1	8.3.3.1	01) Make up deficiency in backfill material				
5.5.1.1	8.3.3.1.1	a) from other necessary excavations on site	m ³	10		
5.5.1.2	8.3.3.1.2	b) from importation from designated borrow pits	m ³	10		
5.5.1.3	8.3.3.1.3	c) from importation from commercial or off-site sources selected by the Contractor	m ³	10		
5.5	8.3.5	<u>EXISTING SERVICES</u>				
5.5.1	8.3.5 (a)	01) Services that intersect a trench				
5.5.1.1	8.3.5.1	a) Watermains	No	20		
5.5.1.2	8.3.5.2	b) Telkom Cables	No	5		
5.5.2	8.3.5 (b)	02) Services That adjoin a trench				
5.5.2.1	8.3.5.4	a) Watermains	m	50		
5.5.2.2	8.3.5.5	b) Telkom Cables	m	30		
TOTAL CARRIED FORWARD TO SUMMARY:						0.00

Initials _____

PART D: BILL OF QUANTITIES

SANS 1200 L: MEDIUM-PRESSURE PIPELINES

NKURENKURU EXTENSION 3

Item	Payment	Description	Unit	QTY	Rate	Amount
	1200 L	<u>SANS 1200 L: MEDIUM-PRESSURE PIPELINES</u>				
8.1	8.2.1	<u>SUPPLY COMPLETE WITH COUPLINGS, LAY, HANDLE JOINT, TEST</u> <u>DISINFECT AND CUT PIPES TO LENGTH WHERE REQUIRED</u>				
		<u>uPVC - CLASS 9</u>				
8.1.1	8.2.1.1	a) 63 mm Ø	m	1120		
8.1.2	8.2.1.2	a) 75 mm Ø	m	190		
		<u>HDPE - CLASS 9</u>				
8.1.1	8.2.1.3	a) 25 mm Ø	m	1460		
8.2	8.2.2	<u>EXTRA OVER 8.2.1 FOR SUPPLYING, LYING AND BEDDING OF SPECIALS COMPLETE WITH COUPLINGS AND THRUST BLOCKS</u> <u>AS</u> <u>PER DRAWING</u>				
		<u>uPVC CL 16 PRESSURE BENDS</u>				
8.2.1						
8.2.1.1		a) 63 mm Ø, 11.25°	No	3		
8.2.1.2		b) 63 mm Ø, 22.5°	No	1		
8.2.1.3		c) 63 mm Ø, 45°	No	4		
8.2.1.4		d) 63 mm Ø, 90°	No	9		
8.2.1.5		e) 75 mm Ø, 22.25°	No	1		

Initials _____

8.2.2		<u>CAST IRON EQUAL TEE</u>				
8.2.2.1		a) 63 mm Ø Equal Tee	No	4		
8.2.3		<u>CAST IRON REDUCING TEE</u>				
8.2.3.1		a) 110 mm Ø x 63 mm Ø Reducing Tee	No	7		
8.2.3.2		b) 110 mm Ø x 75 mm Ø Reducing Tee	No	3		
8.2.4		<u>"AVK" OR "VAG" GATE VALVE PN16 WITH SOCKET ENDS FOR uPVC WITH BALVE BOX AND MARKER AS PER DRAWING</u>				
8.2.4.1		c) 75mm Ø	No	5		
8.2.5		<u>FIRE HYDRANT COMPLETE WITH T-PIECE, VALVES, GMS PIPES AND CONCRETE PEDASTAL AS PER DRAWING</u>				
8.2.5.1		a) On 110 mm Ø	No	4		
8.3	8.2.12	<u>CONCRETE CASING</u>				
8.3.1		a) Concrete encasing of sleeves or pipes, class 20/19	m ³	5		
8.3.2		b) Soilcrete to stabilize soil behind thrust block	m ³	10		
8.5		<u>Connection to existing watermain.</u>				
8.5.1	8.2.16	a) Connection of new supply line to existing line	No	20		
TOTAL CARRIED FORWARD TO SUMMARY:						0.00

PART D: BILL OF QUANTITIES
SANS 1200 LB: BEDDING (PIPES)

NKURENKURU EXTENSION 3

Item	Payment	Description	Unit	QTY	Rate	Amount
	1200 LB	<u>SANS 1200 LB: BEDDING (PIPES)</u>				
		<u>SEWER LINES</u>				
9.1	8.2	<u>BEDDING FOR SEWER PIPES</u>				
9.1.1	8.2.1	Provision of Bedding from Trench Excavation				
9.1.1.1	8.2.1.1	a) - Selected granular material	m ³	290		
9.1.1.2	8.2.1.2	b) - Selected fill material	m ³	700		
9.1.2	8.2.2	Supply only of Bedding by Importation				
	8.2.2.1	1) From other necessary excavations				
9.1.2.1	8.2.2.1.1	a) - Selected granular material	m ³	65		
9.1.2.2	8.2.2.1.2	b) - Selected fill material	m ³	65		
		<u>WATER LINES</u>				
9.2	8.2	<u>BEDDING FOR WATER PIPES</u>				
9.2.1	8.2.1	Provision of Bedding from Trench Excavation				
9.2.1.1	8.2.1.1	a) - Selected granular material	m ³	475		
9.2.1.2	8.2.2.2	b) - Selected fill material	m ³	265		
9.2.2	8.2.2	Supply only of Bedding by Importation				
	8.2.2.1	1) From other necessary excavations				
9.2.2.1	8.2.2.1.1	a) - Selected granular material	m ³	10		

Initials _____

9.2.2.2	8.2.2.1.2	b) - Selected fill material (Rate shall cover the cost of acquiring: regardless of distance) (Disposal of material, rate include free haul distance)	m ³	10		
TOTAL CARRIED FORWARD TO SUMARY:						0.00

Initials _____

PART D: BILL OF QUANTITIES

SANS 1200 LD: SEWERS

NKURENKURU EXTENSION 3

Item	Payment	Description	Unit	QTY	Rate	Amount
11	1200 LD	<u>SANS 1200 LD: SEWERS</u>				
11.1	8.2.1	SEWER <u>SUPPLY, LAY, JOINT, BED CLASS 34 PIPES AND TEST OF PIPELINES</u>				
11.1.1		1) 110 mm dia CL34 (Gravity line)	m	160		
11.1.2		2) 160 mm dia CL34 (Gravity line)	m	2400		
11.2	8.2.3	Construct Class 30/19 concrete manholes complete with floor channels benching flexible inlet and outlet connections and cover slab but excluding the manhole cover and cover frame.				
		Exceeding But Not				
11.2.1		1) 0.0 1.0	No	1		
11.2.2		2) 1.0 2.0	No	52		
11.2.3		3) 2.0 3.0	No	4		
11.2.4		4) 3.0 4.0	No	12		
11.2.5		5) 4.0 5.0	No	17		
11.3	8.2.3	Supply and install 1250NB precast manholes complete with floor channels benching flexible inlet and outlet connections and cover slab but excluding the manhole cover and cover frame.				

Initials _____

		Exceeding	But Not			
11.3.1		1) 0.0	1.0	No	4	
11.3.2		2) 1.0	2.0	No	26	
11.3.3		3) 2.0	3.0	No	1	
11.4		Supply and cast in the following manhole covers and frames to SABS 1882:2003				
11.4.1		DMC Type 2A or similar approved for manholes in road reserve.			No	97
11.5		Extra-over item for working around, breaking into, making good all-inclusive of material and labour for connections to existing:				
11.5.1		1) Existing sewerage line			m	45
11.5.2		2) Existing manhole			No	20
11.6	8.2.6	<u>ERF CONNECTIONS COMPLETE AS PER DRAWING</u>				
11.6.1		1) Complete erf connection as detailed on drawing for two plots				55
11.6.2		2) Complete erf connection as detailed on drawing for one plot				65
11.7	8.2.7	<u>ENCASING OF PIPES IN CONCRETE</u>				
11.7.1		1) 100Ø mm sewer pipes to be encased in concrete.			m ³	5
TOTAL CARRIED FORWARD TO SUMMARY:						0.00

Initials _____

PART D: BILL OF QUANTITIES
SANS 1200 LF: ERF CONNECTIONS (WATER)

NKURENKURU EXTENSION 3

Item	Payment	Description	Unit	QTY	Rate	Amount
	1200 LF	<u>SANS 1200 LF; ERF CONNECTIONS (WATER)</u>				
		WATER				
12.1	8.2.1	Provide Erf Connections Complete Supply saddle & pipe complete with stop-end. (no meter required)				
12.1.1		a) Typical House Connection for Two Plots	No	40		0.00
12.1.2		b) Typical House Connection for One Plots	No	35		0.00
12.1.3		c) Typical Business/ General Residential Connection	No	3		0.00
TOTAL CARRIED FORWARD TO SUMARY:						0.00

Initials _____

DAYWORK			
Materials			
Percentage add-on for materials			
Workmen			
Class of Workmen	Unit	Rate (N\$ / unit)	Amount (N\$)
Foreman	h		Rate Only
Artisan	h		Rate Only
Operator	h		Rate Only
Labourer (semi-skilled)	h		Rate Only
Labourer (unskilled)	h		Rate Only
Plant and Equipment			
Description	Unit	Rate (N\$ / unit)	Amount (N\$)
Wheel Loader: Caterpillar 950B, 116 kW or equivalent	h		Rate Only
Wheel Excavator: Poclain 60P, 51 kW or equivalent	h		Rate Only
TLB: CAT 428F2 64.9 kw or similar	h		
Other Plant:			
Concrete mixer: 300 L	h		Rate Only
Concrete mixer: 900 L	h		Rate Only
Plate vibrator	h		Rate Only
Rammer (" <i>elephant foot</i> " type)	h		Rate Only
Concrete Compactor (incl. 1x hose and poker vibrator)	h		Rate Only
Compressor, 250 cfm, including one 30m x 50mm hose and Paving Breaker	h		Rate Only
Portable pump including suction and delivery hoses & own power supply	h		Rate Only
Trucks and Transport:			
Truck, 6 ton	km		Rate Only
LDV, 1 ton	km		Rate Only
Vacuum Tanker, 10 m ³	km		Rate Only
Tipping Truck, 5 m ³	km		Rate Only

Initials _____

Section IV - Part E: Technical Proposal

Initials _____

Part E: Technical Proposal

Technical Proposal Forms

Part E1 Proposed Personnel

Part E2: Resume of Proposed Personnel

Part E3: Proposed Equipment

Part F: Bidder's Qualification

Part E1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

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

Initials _____

Part E3: Proposed Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment that is needed in order to carry out the Works in terms of the Specification (and as per **Sec III Evaluation & Qualification Criteria item 2.6**). A separate Form shall be prepared for each item of equipment listed in the Specification, or for alternative equipment proposed by the Bidder. The additional pages (plus the relevant supporting documents e.g. Registration Certificates, Service Records, Plant Hire Agreements, Bank Letter of Intent to Finance Plant and Plant Quotations etc.) must be bound into the 'Book of Supporting Documentation'. The Bidder shall provide all the information requested below, to the extent possible.

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

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Email
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Initials _____

Section IV - Part F: Bidders' Qualification

Initials _____

Part F: Bidder's Qualification

To establish its qualifications to perform the contract in accordance with the Conditions of Contract and the requirements of the Specification the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Any additional pages that may be required plus any supporting documentation that may be requested shall be bound into the 'Book of Supporting Documentation'.

1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: *[insert].....*

Principal place of business: *[insert].....*

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

1.2 Annual amounts of construction works performed during the last **seven (7) years.**

Year	Project/Contract name and country	Name of client, contact person and telephone number	Value of contract in NAD
(a)			
(b)			
(c)			
(d)			
(e)			

Initials _____

1.3 At least **two (2) projects/contract of works of a nature and amount similar** to the Works performed as prime Contractor over the last **three (3) 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)			

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

Sections of the Works	Value of sub-contract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			
(c)			

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

Year	Financial Statements, Audited Accounts, etc.
(a)	
(b)	
(c)	

Initials _____

1.6 Evidence of access to financial resources to meet the qualification requirements: cash in hand, overdraft. List below and attach copies of support documents.

Year	Name of financial resource provider	Physical address	Telephone number
(a)			
(b)			
(c)			

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

Year	Name of Bank(s) / financial institution (s)	Physical address	Telephone number
(a)			
(b)			
(c)			

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

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

2. Additional Requirements

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

2.2 Bidders should provide a minimum of 3-reference letters from previous Principal Agents or Consultants in the format below

Initials _____

Part F12

Letter of Intent from Lessor

(Template shall be placed on the Lessors letterhead that clearly indicates the Lessors full name and address, and shall be signed, dated and stamped with the Lessors company stamp)

[INSERT LESSORS COMPANY LOGO]

[Day Month Year]

[Recipient First Name] [Recipient Last Name]

[RECIPIENT COMPANY NAME]

[Recipient Street Address]

[City], [Country]

SUBJECT: LETTER OF INTENT TO LEASE PLANT REQUIRED FOR BID [INSERT BID NUMBER]

Dear *[Recipient Name]*,

Pursuant to **Section III (Evaluation and Qualification Criteria) under Sub-Section 2.6 (Equipment)** of the bidding document, we **[LESSORS COMPANY NAME]** are pleased to inform you the following plant:

No.	Equipment Type and Characteristics	Proposed No.
1	
2	
3	
4	
etc.
....
....

will be made available in the event that your company is awarded the above-mentioned bid.

Regards,

[Authorized Lessors Representative Signature]

.....

[Authorized Lessors Representative First & Last Name]

[Authorized Lessors Representative Position]

[Lessors Company Stamp]

.....

Date

Initials _____

Part F 14

Special Power of Attorney

Procurement Management Unit
National House Enterprise
P.O. Box 20192,
Windhoek,
Namibia

Sir,

CONTRACT No:

RE: SPECIAL POWER OF ATTORNEY

The undersigned person is herewith granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process *[insert procurement reference number]*.

Title _____ and _____ Name

Signature _____

Such authorization has been conferred by the Board of Directors by way of a Board Resolution/ Member's Resolution *[delete where appropriate]* dated *[insert date of board/member's resolution]* attached hereto, to act on our behalf and in our name. The actions and representations of the aforementioned person shall be binding upon the grantors.

Place _____

Date _____

Name _____

Signature and Company Stamp
(Duly authorized to confirm such Special Power of Attorney)

Note: Not Applicable to Close Corporations owned by sole Owners

Initials _____

Part F15

Consent Letter for use of CV

*Name, Surname
Postal Address
(Town/City)
(Country)*

*Email:
Cell:
Date:*

Procurement Management Unit
National House Enterprise
P.O. Box 20192,
Windhoek,
Namibia

TO WHOM IT MAY CONCERN

SUBJECT: _____ : LETTER OF CONSENT TO USE MY CURRICULUM VITAE

Construction of Civil Services (Water, Sewer & Electrical) in Nkurenkuru Extension 3.

I (***name & surname***) of Namibian Identity Number (***insert ID Number***) (also appended hereto) residing at (insert residential address); herewith give due consent to (***insert bidder's company name and company registration number***) to use my Curriculum Vitae for the sole purposes of bidding for the abovementioned bid.

Sincerely Yours

(Name and surname)

DATE

PART 2 – Employer's Requirements

Section V - Employer's Requirements

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LIST OF DRAWINGS.....150

Specifications

PREFACE TO THE PROJECT SPECIFICATIONS

PART A: CIVIL WORKS

PS 1. SCOPE

These Project Specifications consists of the following two parts: Portions 1 and 2.

PS 2. PORTION 1

Portion 1 contains a general description of the project, site, circumstances, site facilities available and required, aspects requiring specific attention, requirements to be met by the Contractor as well as a list of the Standardized and Particular Specifications applicable to this Contract.

PS 3. PORTION 2

Portion 2 contains amendments and additions to the Standardized Specifications, applicable to the Contract.

Portion 2 of the Project Specifications supplements the Standardized and Particular Specifications and forms an integral part of the Contract.

Should any requirements of the Project Specifications conflict with the requirements of the Standardized Specifications, the requirements of the Project Specifications shall prevail.

PS 4. STATUS

In the event of a discrepancy between the project specifications and a part or parts of the SABS 1200 or equivalent SANS 1200 standardised specifications, the schedule of quantities or the drawings, the various documents, lists and schedules comprising the contract documents shall have the following order of precedence (from highest to the lowest order):

- Memorandum of Agreement;
- Letter of acceptance;
- The Notice(s) to Tender;
- Letter of Tender;
- Conditions of Contract for Construction (Particular Conditions);
- General Conditions of Contract (FIDIC General Conditions of Contract for Construction, 1st Edition -1999) as amended;
- Project Specifications;
- SABS 1200 (or equivalent SANS 1200);
- Tender Drawings;

- ❑ The priced Schedule of Quantities.
- ❑ Schedules of Data.

PS 5. THE WORKS

The scope of works outlined in this contract pertains to the provision of civil services, specifically water and sewer reticulation, for Nkurenkuru Extension 3, located within the town of Nkurenkuru in the Kavango West region of Namibia. This area, consisting of 181 residential erven and several public open spaces, was previously serviced with sewer, water, and roads. However, to optimize land usage, the client has further subdivided the erven into smaller plots, necessitating the redesign of the sewer and water systems to accommodate the new cadastral layout.

The subdivision process did not alter the outer boundaries of the erven blocks, meaning the existing road infrastructure remains unchanged and does not require rerouting. The works to be undertaken as part of this contract include the removal of existing water and sewer lines, along with the removal of manholes, followed by the construction of new infrastructure. Specifically, the following tasks will be carried out:

- Removal of existing water lines
- Removal of existing sewer lines
- Removal of existing manholes
- Construction of new gravity sewer lines, including new manholes
- Construction of new house connections for sewer services
- Construction of new water lines, including the installation of fire hydrants, fittings, and house connections

This work is essential to ensure the water and sewer systems are redesigned to align with the newly subdivided erven and meet the increased demand for services in Nkurenkuru Extension 3.

PS 6. LOCATION OF THE PROJECT & ACCESS

Extension 3 is situated on the north-eastern edge of the town of Nkurenkuru, bordering the Okavango River in the Kavango West region of Namibia. The area has a relatively flat topography, gently sloping towards the river. While the surrounding extensions have seen some development, there are only a few housing structures currently present along the borders of this extension. The proximity to the river and the flat landscape present unique considerations for the sewer and water reticulation systems to ensure efficient service delivery and proper drainage.

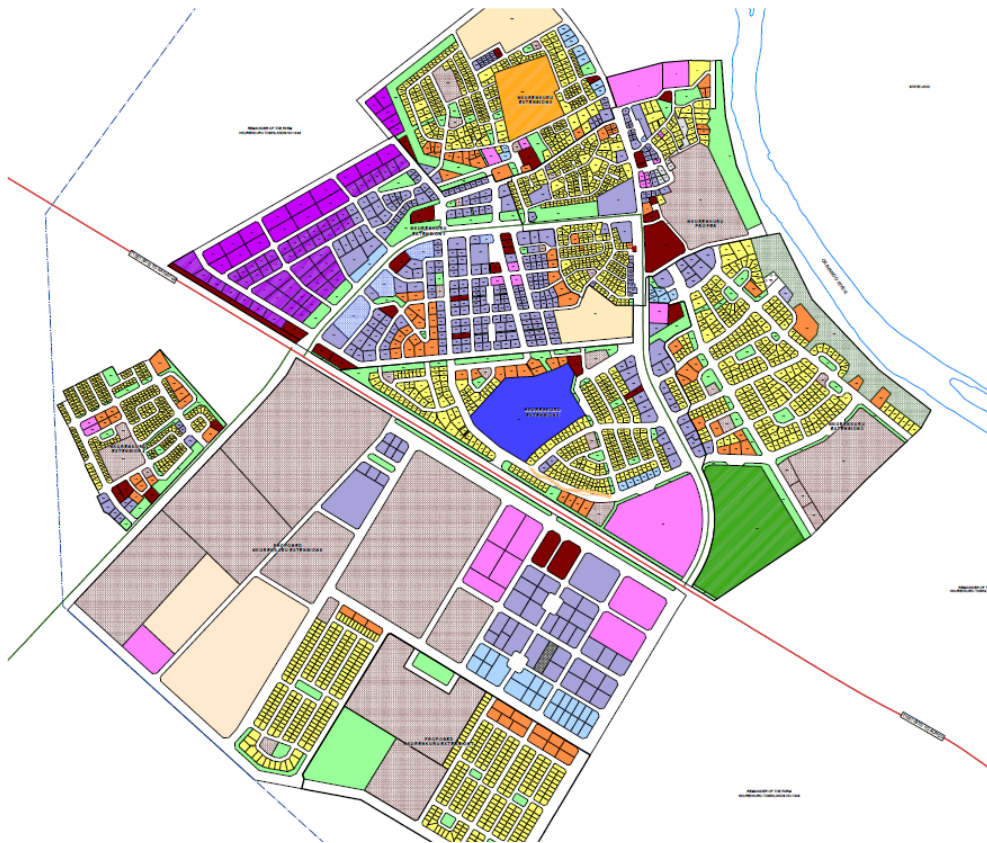


Figure 1: Locality of envisaged Area_ (Sourced from Nkurenkuru Town Council)

The access to site is well defined with no obstruction observed. Generally, the envisaged municipal services are limited to the services servitude, all borrow areas, water points, stockpile areas and campsites required for the due execution of the project shall also form part of the project.

PS 7. TOPOGRAPHY AND CLIMATE

PS 7.1 TOPOGRAPHY

The town's topography is characterized by low-lying areas with minimal elevation changes, making it suitable for urban development. The surrounding region is predominantly covered by savanna and shrubland, with the river serving as a significant geographical feature that influences both the local climate and the development of infrastructure within the town. The contractor should take note and familiarize him/herself with the climate of the Town.

PS 7.2 RELATIVE HUMIDITY

The mean relative humidity in Nkurenkuru for an average year is between 50% to 60%.

Note: *The inclusion of this data is merely for guidance purpose. The onus is on the prospective contractor to get the correct and latest data from the relevant office. i.e. meteorological office*

PS 7.3 RAINFALL

Rainfall is highly seasonal, with the wettest months being January and February, which receive substantial rainfall. The average annual precipitation is approximately 701 ml.

Note: *The above-mentioned annual rainfall ranges may vary from time to time. The inclusion of this data is merely for indication purposes. In the event of claims arising as a result of adverse climatic conditions, the Contractor's attention is drawn to the provisions of Sub-Clause B2.4.3 Extension of Time for Completion of the Conditions of Contract for Construction and Clause 8.4 of Fidic General Conditions of Contract.*

PS 8. NATURE OF GROUND AND SUBSOIL CONDITIONS

PS 8.1 VEGETATION COVER

The diversity of the vegetation includes a mix of semi-arid and savannah vegetation. Key vegetation types include woodlands, grasslands and thorny shrubs.

PS 8.2 IN-SITU MATERIAL

The in-situ soil conditions comprise of diversely gravel, stones and clay rich soils.

PS 8.3 GROUNDWATER

The region relies heavily on shallow and deep groundwater reserves, particularly from aquifers, to meet the water needs of local communities.

Note: *The inclusion of this data is merely for guidance purpose. The onus is on the prospective contractor to get the correct data from the site at his own expense.*

PS 8.4 DRAINAGE AND STORMWATER

Given the terrain and the soil infiltration capacity, surface runoff occurs in the form of defined watercourses that channelize stormwater from high to lower lying areas in the form of minor and stream courses. No major surface run off is anticipated. The general movement of storm water has been accommodated through the provision of the following:

- ❑ Using a road as conduit to drain/transport storm water towards designated points
- ❑ Shaping of Earthworks to accommodate and make provision for runoff (where ordered by the Engineer).

PS 9. GENERAL DESCRIPTION OF WORKS**PS 9.1 GENERAL**

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. Therefore, reference must be made to the Project Specifications, the Schedule of Quantities, and the Construction Drawings for a more detailed description of the works. In general, the works covered under the contract shall comprise of the following:

- Removal of existing water lines
- Removal of existing sewer lines
- Removal of existing manholes
- Construction of gravity new sewer lines, including new manholes
- Construction of new house connections for sewer services
- Construction of new water lines, including the installation of fire hydrants, fittings, and erf connections
- Finishing, demobilisation and cleaning of site

Note: Alterations to the following services (telephone, water and sewer) shall be carried out by the relevant service departments (Refer to Clause PS10.2)

PS 12. SITE FACILITIES AVAILABLE**PS 12.1 CONTRACTOR'S CAMP**

The Contractor will establish his site camp and material storage area at a location on Site that shall require the prior approval of the Engineer.

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

PS 12.2 ACCOMMODATION OF EMPLOYEES

With the exception of a night watchman, employees may not be housed or accommodated on the site of the Works.

PS 12.3 WATER, ELECTRICITY AND SEWAGE

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

Water, telecommunications, and electricity required for the Works may be taken from suitably situated supply points, upon making arrangements with the Nkurenkuru Town Council or other applicable authorities. The costs incurred for usage and in installing water, telecommunications or electrical supply lines from the supply

points to the construction camp and/or Works shall be for the Contractor's account. The Contractor will be held responsible for any damages to the supply lines and fittings for the duration of the contract.

Note: No separate payment will be made for the distribution and consumption of water and electricity. The cost for the above shall be deemed to be included in the tendered rates.

PS 12.4 RAIL FACILITIES

N/A.

PS 13. SITE FACILITIES REQUIRED

PS 13.1 ENGINEER'S SITE OFFICE AND ASSOCIATED FACILITIES

A site office will not be required by the Engineer. However, the Contractor must provide adequate office facilities to ensure the smooth running of the works. The Contractor will also provide a conference room of at least 18 square meters with a boardroom table and seating for at least ten (10) people at no additional cost to the Client. All contract related documentation and drawings shall be kept available in this office.

PS 13.2 WATER, ELECTRICITY AND SEWAGE

The Contractor shall make his own arrangements for the supply of water, sewer, and telecommunications for domestic use. The distribution of water and sewage shall be carried out in accordance with the applicable laws of the republic of Namibia.

Note:*No separate payment will be made for the distribution and consumption of water and electricity. The cost for the above shall be deemed to be included in the tendered rates.*

PS 13.3 CONTRACTOR'S SITE SANITARY FACILITIES

The Contractor shall provide and maintain adequate and proper ablution facilities for his site personnel. The Contractor shall therefore provide adequate toilet facilities within 200 m of the work area must be provided at all times.

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

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

PS 13.4 LABORATORY FACILITIES

The Contractor will not be required to have a testing laboratory on site. A recognized and approved testing laboratory shall be appointed by the Contractor to carry out all acceptance control as required by the Project Specifications. The Contractor shall carry out sufficient checks and tests to satisfy himself that the materials used and workmanship (i.e. the quality of construction and adherence to the specified tolerances) complies with the provisions of the SABS 1200.

All testing methods and frequency shall be strictly in accordance with the methods specified in the applicable SABS 1200 standard specifications. No additional payments will be made towards the testing of work and the Contractor should allow for the required testing in his Tender.

The Engineer shall (from time to time and as deemed necessary), within the provisions of the Contract, carry out acceptance control testing to verify the testing certificates produced by the approved independent laboratory as well as the materials produced by the Contractor for the incorporation into the works.

Note: *A prime cost sum has been provided in the Schedule of Quantities for any tests directed by the Engineer.*

PS 13.5 CONTRACT SIGNBOARD

The Contractor shall erect Contract signboard on site at an agreed place by the employer.

Note: *The Contractor must (with prior approval from the Employer) erect his own signboard. The signboard cost has been provided in the Schedule of Quantities. A typical detail of a construction signboard is included in the tender drawings.*

PS 13.6 SITE INSTRUCTION BOOK

A triplicate site instructions book for site instruction purposes shall be availed by the Engineer and only instructions received from the Engineer shall be considered formal and binding. Engineer site instructions via email are bound valid.

PS 13.7 SITE DIARY BOOK

A site diary book shall be availed by the Engineer to record the day-to-day events on the site. It is in the Contractor's best interest to keep the Site Diary Book up to date.

PS 13.8 REQUEST FOR APPROVAL OF WORKS BOOK

A request for approval of works book shall be availed by the Engineer to record and request formal inspections of the completed works. No formal inspections of the completed works shall be conducted prior to the completion of the form.

PS 13.9 REQUEST FOR INFORMATION (WORKS)

A request for information pertaining to the works shall be availed by the Engineer to the Contractor to request critical information pertaining to the works. Formal replies shall be recorded in this book and followed with a written site instruction (if required).

PS 14. FEATURES REQUIRING SPECIAL ATTENTION**PS 14.1 SITE MAINTENANCE**

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

PS 14.2 RESTORING SURFACES

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

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

PS 14.3 SUPERVISORY STAFF

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

All construction activities shall be executed and supervised by suitably qualified and experienced personnel.

PS 14.4 QUALITY ASSURANCE

The quality of work and workmanship will be strictly monitored and in no way will work quality be compromised. All work shall meet the requirements of the specifications. The quality of work is not negotiable.

The Quality Assurance System shall consist of procedures and checks and balances to ensure compliance with all requirements of the Contract. Such procedures and checks and balances shall be documented in a manual for the implementation by all key staff members of the Contractor. The Contractor shall ensure that all key staff members are trained and equipped to implement the Quality Assurance System. The Quality Assurance System shall address all requirements of the Contract, but particularly:

- Minimum requirements;
- Quality control system;
- Measurement system;
- Approval system;
- Site administration.

The quality assurance system shall be divided into "general" and "project specific" parts. The "general" part shall contain the Contractor's standard best practice. The "project specific" part shall contain project specific requirements, especially with regards to the Quality Control System, which shall reflect the requirements of the Standard and Project Specifications."

PS 14.5 TESTING METHODS AND FREQUENCY

All testing methods and their respective testing frequencies shall be strictly in accordance with the methods specified in the applicable SABS 1200 (or equivalent SANS 1200) standard specifications. No additional payments will be made towards the testing of work and the Contractor should allow for the required testing in his Tender.

PS 14.6 FACILITIES FOR OTHER CONTRACTORS

In addition to the requirements of Sub-Clause 4.6 of the General Conditions Of Contract, the Contractor must make allowance for other Contractors on site. The former may involve adapting the official construction programme to accommodate work of other Contractors and ensuring access to the site along prescribed routes.

The Electrical contractor shall install all electrical ducting and cabling. The civil Contractor shall however be responsible for the installation of electrical ducting at road crossings.

PS 14.7 SUB-CONTRACTORS

In addition to the requirements of Clause 4.4 of the General Conditions Of Contract, the Contractor shall be responsible for work carried out by Sub-Contractors on his behalf. The Engineer shall not liaise directly with such Sub-Contractors.

Problems related to payments, programming, workmanship etc. shall be of the concern of the Contractor only.

PS 14.8 OPENING UP AND RESTORING BORROW PITS

The measurement and payment for the opening and closing of borrow pits shall be paid under pay item 8.3.4 SABS 1200D. The former item is applicable to all borrow materials required under this Contract.

Note: *The requirements of Sub-Clause 5.2.2.2 of SABS 1200D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.*

PS 14.9 QUANTITIES

The quantities as set out in the schedule of quantities (Part D) are mere estimates only. The quantities of work finally accepted and certified for payment and not the quantities given in the schedule of quantities shall be used for the determining payments to the Contractor.

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

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

The validity of the Contract shall in no way be affected by difference between quantities in the schedule of quantities and the quantities certified for payment. Work shall be valued at the rates or lump sums tendered and accepted by the Municipal Council, subject to the provisions of the General and Particular Conditions of Contract.

PS 14.10 TRAFFIC CONTROL AND ACCESS TO PROPERTY

The successful Contractor must allow for provision and erection of all necessary barricading, road traffic sign-boarding, lighting and for the posting of flagmen. When sections of a road have to be closed, the correct warning signs have to be displayed in positions which will allow traffic to change course without vehicles having to reverse or turn around. The road signs to be displayed during the contract shall be in accordance with "The South African Road Traffic Signs Manual" or accepted equivalent (Namibian Roads Traffic Signs Policy, May 1997 edition).

The Contractor shall be responsible for the supply, erection and maintenance and removal of the road signage. The costs shall be deemed to be included in the Contractor's tendered rates.

All work shall be done with the least interference with traffic and the Engineer shall have the power to demand rearrangements if, in his opinion, traffic is unnecessarily hampered. Continuous access to property must be afforded to residents by the Contractor at all times.

PS 14.11 EXISTING RESIDENTIAL AREAS

Electricity and water supply interruptions in existing residential areas shall be kept to an absolute minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours in advance but not more than 48 hours in advance. All supplies shall be normalized by 16h00 on the same day.

PS 14.12 AD-HOC MEETINGS

The liaising between all parties involved in this Contract is of prime importance. The Contractor therefore needs to arrange ad-hoc meetings with all relevant stakeholders on a regular basis to keep them well informed of the progress of the works.

PS 14.13 SECURITY

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

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

PS 14.14 SAFETY AND SAFEGUARDING OF EXCAVATIONS

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

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

PS 14.15 SURVEY BEACONS, BENCHMARKS AND REFERENCE PEGS

The Contractor shall note that all erf pegs have been placed. Therefore prior to the commencement of the works, the Contractor shall check and mark all such boundary pegs.

In addition, at the start of the project, the Contractor will receive a list of benchmarks and reference pegs applicable to the works. It will be the Contractor's responsibility to confirm that all of the pegs, as indicated on the drawing, have been placed and inform the Engineer of any missing reference pegs, prior to commencing with the works.

The Contractor shall have a period of two (2) weeks in which to verify the information. Should the Contractor not inform the Engineer of any missing reference pegs during the two (2) week period, the Engineer shall accept that the supplied information is correct. The Contractor shall also ensure that no survey beacons, erf pegs, and bench marks are covered up or disturbed.

The works shall be set out by a suitably qualified surveyor. The Contractor is responsible for the setting out of the Works and no separate payment will be made therefore as the cost involved for the setting out of the Works is deemed to be included in the tendered sum for the item "Contractor's General Obligations" in Section 1200A: General the Schedule of Quantities.

The contractor shall ensure that all pegs are in place and visible after the platform has been constructed.

Note: *Only pegs that need to be removed during construction shall be paid for by the Client. At the end of construction all erf pegs are to be visible and clearly marked.*

PS 15. CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of the General Conditions Of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall comprise at least three sets of A4 sized copies. The estimated contract value of the Works executed during the month shall be agreed with the Engineer on the site prior to the preparation of the Statement. The quantities claimed for the various items shall be accurate and shall not simply be guessed or based on a percentage of the scheduled quantity.

Note: *In the submission of the payment certificate, the Contractor must supply documentary proof of quantities and calculations, sketches etc. of work to be claimed in the certificate.*

SABS 1200 payment clauses not shown in the Schedule of Quantities will not be applicable to the Contract. Only the payment clauses shown in the schedule Of Quantities shall prevail.

In addition, the Contractor should make provision in his rates to cover all incidentals required as per drawings to perform the task to the satisfaction of the Engineer. All costs for the preparation and submission of the aforesaid statements shall be borne by the Contractor. The Engineer shall check and certify the payment and issued the checked payment certificate to the Employer for approval.

PS 15.1 VALUE ADDED TAX (VAT)

The prices and rates to be inserted in the Schedule of Quantities and daywork shall be full inclusive values of the work described under the several items. It will include all costs and expenses which may be required in and for the construction of the work described together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.

All items in the Bill must be priced exclusive of VAT. VAT shall be added, at a rate of 15%, to the Total Tender Amount.

PS 15.3 ADVANCE PAYMENTS FOR PLANT AND MATERIALS

No advance on materials on site will be paid to the Contractor unless proof of ownership by means of payment receipts only is provided with the Contractor's statement. In addition, prior to the processing of any "Materials on Site" payments can be made, the ordered materials shall need to be visually inspected and approved by the Engineer.

PS 15.4 INTERIM PAYMENT CERTIFICATES

The minimum value of interim payment certificates shall be as stated in the Appendix to Tender of the Tender Documents.

PS 16. CONSTRUCTION IN RESTRICTED AREAS

Working space during construction is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's plant. However the Contractor must note that the measurement and payment shall be made in accordance with the specified cross sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to be included full compensation for the difficulties encountered while working in restricted areas. Neither extra payment nor any claim for the due to these difficulties will be considered.

PS 17. WORKING HOURS

The Contractor shall limit his operations to normal working hours, which shall be defined as sunrise to sunset, Monday to Friday. The Contractor shall make allowance for all working restrictions, public holidays, and the normal construction industry holidays, in his tender. The normal industry holiday runs from early December to early January but is not statutory.

Should sub-Contractors be employed by the Contractor, such sub-Contractors will follow the same working hours as the main Contractor. Therefore, the Sub-Contractor shall ensure that his labour pay weekends and any other non-working days, coincides with that of the Main Contractor. A Sub-Contractor will not be allowed to work on site without the Contractor's Representative on Site.

PS 18. NON-WORKING DAYS

The Contractor shall not work on the statutory public holidays as gazetted as listed below:

- New Year's Day (1 January);
- Good Friday (6 April);
- Easter Monday (9 April);
- Independence Day (21 March);
- Workers Day (1 May);
- Cassinga Day (4 May);
- Ascension Day;
- Africa Day (25 May);
- Heroes Day (26 August);
- International Human Rights Day (10 December); and
- Christmas Day and Family Day (25/26 December).

Note: *Where any of these days fall on a Sunday the following Monday will be a special non-working day.*

PS 19. DISPOSAL OF SPOIL OR SURPLUS MATERIAL

No indiscriminate disposing of material shall be permitted. Surplus or unsuitable materials shall be spoiled at an approved site provided by the Contractor. Good quality surplus material obtained from on-site excavations and not used as selected fill upon instruction to do so, can be spread on site upon approval of the Engineer.

Building rubble and domestic waste shall be removed from site and be dumped at approved municipal waste disposal sites and no additional payment will be made, as all costs (excavating, loading and hauling irrespective of distance) will be deemed to be included in the tendered rates. Burning of any kind of waste on site will not be allowed.

PS 20. DRAWINGS

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

Only figured dimensions shall be used and drawings shall not be scaled unless required by the Engineer. The Engineer will provide the dimensions that may have been omitted from the drawings.

PS 21. SAMPLES

The Contractor shall supply the required samples at his own cost in terms of the General Conditions Of Contract. Materials or work that does not conform to the approved samples shall be rejected. The Engineer reserves the right to submit samples for test to ensure that the material represented by the sample, meeting specification requirements.

PS 22. NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract to safeguard the works and public. Notices, signs and barricades as well as advertisements may be used only if approved by the Engineer. The Contractor shall be responsible for the supply, erection and maintenance and removal of the road signage. The former shall be deemed to be included in the Contractor's tendered rates.

The Engineer has the right to have any sign, notice or advertisement moved to another position, should they in any way prove to be unsatisfactory, inconvenient or dangerous to the general public. Such barricades shall be provided at the Contractor's own expense.

PS 23. WORKMANSHIP AND QUALITY CONTROL**PS 23.1 WORKMANSHIP**

The onus shall rest on the Contractor to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings. The Contractor shall at his own expense institute quality control system to provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff (with all transport, instruments and equipment) to ensure adequate supervision and positive control of the works at all times. The cost of supervision and process control and including testing carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractors' attention is drawn to the provision of the various standardised specifications regarding the minimum frequency of testing required for his process control. The Contractor shall at all times at his own discretion increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests, measurement and levels to indicate compliance with the specifications.

PS 23.2 ENGAGEMENT OF AN APPROVED QUALITY CONTROL LABORATORY

In addition, to the above quality control, the Contractor shall engage the services of an approved independent laboratory for the testing of materials and quality testing to ensure that his work complies with the specifications.

PS 23.3 PROVISION OF SURVEY INSTRUMENTS

The Contractor shall avail the Engineer's representative with a good quality Engineer's level and leveling staff and other survey equipment as may be necessary to carry out

routine spot checks of the works. The survey equipment shall be maintained in good order at all times.

The Contractor shall provide at his expense two (2) persons to assist the Engineer's representative when checking any section of the Works.

PS 24. TRANSPORT OF MATERIAL (HAUL)

Notwithstanding any reference to the contrary specifications, all costs related to the transportation of materials (to or from the site), shall for this Contract allow for a "free haul" distance of five kilometres (10 km) for in the procurement of the required material.

The above-stated haul distance shall supersede any reference in the contrary specifications.

PS 25. TRENCHES

The responsibility of safeguarding of excavations lies entirely with the Contractor. No trenches may be left open during the Builder's Holidays.

The onus shall rest with the Contractor to protect the public against dangerous on-site conditions such as open trench excavations, manholes etc. Special attention is drawn to the fact that the Contractor needs to ensure safe pedestrian and vehicular movement and access at all times especially at night. The Contractor should therefore identify and safeguard potential hazards before the end of each working day especially on weekends.

PS 26. CLASSIFICATION OF EXCAVATION

Excavation in this Contract shall be classified into two (2) excavation classes which are soft and hard.

PS 27. INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these documents or provided separately, is being offered in good faith. However pertaining to the information supplied, no guarantee can be given that all the information necessary is correct or representative. More specification the above is applicable to all materials surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling and the natural variation of the material of the formations being investigated and the measure of confidence with which the respective conclusions can be drawn for the investigations carried out.

The above, can be extended to the information supplied pertaining to the existing services as indicated in the tender drawings. The Employer accepts no liability for the correctness or otherwise information supplied or for any resulting damages, whether direct or consequential, should it prove that during the course of the Contract that information supplied is incorrect or not representative. Any reliance placed by the tenderer on this information shall be at the Contractor's own risk.

PS 28. NOMENCLATURE**PS 28.1 REFERENCES TO THE SOUTH AFRICAN LAW**

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

PS 29. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

The Contractor shall be held accountable for any costs arising from his negligence with regards to the adverse effects to the environment. The Employer reserves the right to recover any such costs by deducting the relevant amount from interim payment certificates. To minimise the potential negative environmental impacts the Contractor shall be required to implement the following actions:

PS 29.1 PUBLIC NUISANCE

The Contractor's staff (including sub-contractors, drivers and operators visiting the site) shall not cause any unnecessary nuisance to residents or other people in the project area, any complaints received by the Engineer shall be address immediately and the associated guilty party shall face possible suspension from the project.

PS 29.2 ACCESS TO PRIVATE PROPERTY

The Contractor, subcontractors, drivers and plant operators and their staff shall inform the landowner or his representative before entering on to the private property.

PS 29.3 FENCING AND GATES

All gates shall be kept closed unless otherwise instructed by the landowners (or authorised occupant of the property). Fences shall not be removed without the permission of the landowner or authorised occupant.

PS 29.4 SITE CAMP AND STORAGE AREA

The proposed site for the Construction Camp shall be inspected by the Engineer. The camp shall be located at agreed site with the engineer. The site camp shall be fenced at all time and maintained in a clean and representative manner. No burning of waste shall be permitted.

PS 29.5 SANITATION

Adequate toilets shall be provided for all staff members within the site camp and at convenient places to all workstation. The Contractor's construction staff shall use these facilities as provided.

PS 29.6 REFUSE/WASTE

The Contractor shall be responsible for the disposal of domestic refuse and Contractor's waste at an authorised Municipal waste disposal site.

Containers for hazardous waste or chemical waste shall be clearly labelled and shall be disposed of by authorised hazardous waste site.

The Contractor shall ensure that no domestic rubbish is left in any of the construction areas. No burning or burying of the waste shall be permitted on the site.

PS 29.7 BORROW PITS AND SPOIL SITES

Borrow pits shall be rehabilitated to the satisfaction of the Engineer. This will entail the trimming of slopes, ensuring that the borrow site do not present any significant hazard to the people and animals. In addition, the borrow areas should not pose any risk of erosion and their side slopes are finished off to provide an aesthetically please finish.

Rehabilitated borrow pits shall be inspected by the Nkurenkuru Town Council prior to the completion of the works.

In addition, the environmental conservation of the topsoil shall be adhered to when opening up and finishing off borrow areas.

PS 29.8 TEMPORARY VEHICLE TRACKS AND HAUL ROADS

As far as possible, only existing tracks and haul roads shall be used. If new tracks and/or haul roads are require, they shall require the prior approval of the Engineer.

Upon the completion of the works, all new tracks and/or haul roads are to be ripped in order to reinstate the natural environment.

PS 29.9 CONSERVATION OF TOPSOIL ("OR SEED LAYER")

The topsoil or overburden containing seed and organic matter is very important in rehabilitating the site and establishing vegetation cover so that soil erosion is prevented.

In many cases an organic layer (or a horizon) ranging between 100 to 250 mm is present.

Therefore a nominal 120 mm to 200 mm of the top material shall be stripped and stock-piled prior to construction:

Note: *The stockpiled top soiled may be removed from the site upon approval from the engineer.*

PS 29.10 MANAGEMENT OF SURFACE RUNOFF

The Contractor shall be mindful of activities that may lead to soil erosion. As a result he shall seek to:

- Avoid concentrated flow of water such that it may result in soil erosion;
- Minimise the area that is cleared of vegetation;
- Minimise the time over which any cleared area is exposed to the weather; and
- Trim of the slopes and of borrow pits and spoil sites to the Engineer's requirements and spread the stockpiled topsoil over these slopes.

PS 29.11 DUST

The following measures shall be taken in all areas where dust may give rise to visibility of nuisance factors, including public roads and construction sites close to residences and other buildings:

- Exposed surfaced shall be sprayed with water to control the escape of dust;
- Avoid clearing vegetation beyond the minimum area that is necessary;
- Avoid clearing vegetation earlier than is necessary;
- Replace topsoil and rehabilitation as soon as possible after each section of the works is completed.

PS 29.11 NOISE

Noise levels shall be kept to an absolute minimum near residences or other buildings. In addition, vehicles with high noise level emissions shall be fitted with silencers, which shall be at all times properly maintained.

Near residences or any other area where noise may be a nuisance, the working hours shall be restricted to daylight hours, unless otherwise authorised by the Engineer.

PS 29.12 PUBLIC SAFETY

The Contractor shall take all reasonable precautionary measures to ensure the safety of the public, which includes roads users, residents and other people in the project area.

The construction works shall be well sign-posted, good visibility shall be maintained; potential hazards shall be barricaded and well lit.

All vehicles connected with the project or serving the project shall comply with speed limits load restrictions and all other relevant road ordinances.

PS 29.13 HEALTH AND SAFETY MEASURES FOR SITE PERSONNEL

The Contractor shall ensure that all relevant health and safety standards are applied on the site as required in terms of the Namibian Labour Act.

PS 29.14 REHABILITATION

All areas disturbed by the Works shall be rehabilitated to prevent soil erosion and encourage the growth of natural vegetation, heal any unsightly scars in the landscape and restore the environment to a near –natural conditions as far as possible.

After the construction has been finalised, all bund walls, concrete slabs and temporary offices shall be removed for the sites.

The edges of borrow pits shall be trimmed and stockpiled topsoil or “seed layer” shall be spread over these surfaces to encourage re-vegetation and prevent erosion.

Soils that have been compacted by construction related activities (e.g. site camps and temporary tracks) shall be ripped to a depth of 150 mm to loosen the soil.

PS 30. COPYRIGHT

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

Any reference to the General Conditions of Contract will be interpreted to be the Fidic General Conditions of Contract for Construction, First Edition (1999).

PS 31. APPLICABLE SPECIFICATIONS

The applicable specifications for this contract will be "SABS 1200, standardized specification for Civil Engineering Construction", latest version. Any reference to the General Conditions of Contract of the SABS 1200 will be interpreted to be the General Conditions of Contract, Portion I, of this contract document.

Note 1: *Any reference/s to or parts of the SABS 1200 shall be deemed to include the equivalent SANS 1200 standardised specifications.*

Note 2: *None of the above-mentioned standard specifications are included into this document.*

The following sections of the SABS 1200 will be applicable (and if necessary any other section of SABS 1200 not listed here that may be applicable on the project):

SABS 1200 A GENERAL

SABS 1200 AB ENGINEER'S OFFICE

SABS 1200 C SITE CLEARANCE

SABS 1200 D EARTHWORKS

SABS 1200 DB EARTHWORKS (PIPE TRENCHES)

SABS 1200 DK GABIONS AND PITCHING

SABS 1200 DM EARTHWORKS (ROADS, SUBGRADE)

SABS 1200 G STRUCTURAL

SABS 1200 GA CONCRETE SMALL WORKS

SABS 1200 L MEDIUM PRESSURE PIPELINES

SABS 1200 LA FITTINGS AND ANCILLARY ITEMS

SABS 1200 LB BEDDING (PIPES)

SABS 1200 LC CABLE DUCTS

SABS 1200 LD SEWERS

SABS 1200 LE STORMWATER DRAINAGE

SABS 1200 M ROADS (GENERAL)

- SABS 1200 ME SUBBASE
- SABS 1200 MF BASE
- SABS 1200 MJ SEGMENTED PAVING
- SABS 1200 MK KERBING & CHANNELLING
- SABS 1200 MM ANCILLARY ROAD WORKS

Variations and additions to the SABS 1200 standardised specifications are given in portion 2 of the project specifications.

- SABS 1200 A GENERAL
- SABS 1200 C SITE CLEARANCE
- SABS 1200 DB EARTHWORKS (PIPE TRENCHES)
- SABS 1200 DK GABIONS AND PITCHING
- SABS 1200 DM EARTHWORKS (ROADS, SUBGRADE)
- SABS 1200 LB BEDDING (PIPES)
- SABS 1200 LC CABLE DUCTS
- SABS 1200 LD SEWERS
- SABS 1200 M ROADS (GENERAL)
- SABS 1200 ME SUBBASE
- SABS 1200 MJ SEGMENTED PAVING
- SABS 1200 MK KERBING & CHANNELLING
- SABS 1200 MM ANCILLARY ROAD WORKS

PORTION 2**Amendments and additions to the specifications listed in Portion 1 of the project specifications****Status:**

Should any requirements of the project specifications conflict with any requirements of a standardized and/or particular specification in this document, the requirements of the project specification described herein shall prevail.

Note: *The prefix "P" refers to the particular specifications, which are additional to the SABS 1200.*

PSA GENERAL**PSA 1 SCOPE**

Replace sub clause 1.1 with the following:

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

PSA 2 INTERPRETATIONS**PSA 2.1: DEFINITIONS****(a) General**

Add the following definitions:

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

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

(c) Measurement and payment

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

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

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

Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the contract."

PSA 2.4: ABBREVIATIONS**(a) Abbreviations relating to standard documents**

“CKS: SABS Co-ordinating Specification

PSA 3 MATERIALS**PSA 3.1: QUALITY**

Add the following:

“All materials proposed by the Contractor shall be tested. The tests, as well as the materials, shall be approved by the Engineer prior to any such materials being built into the Works and all costs involved shall be deemed to be included in the rates tendered. Any materials built in without the prior approval by the Engineer may be required to be removed at the Contractor's own cost.

Approved samples of material such as paving, kerbing etc. will be placed at the site offices of the Contractor to be used as reference against material delivered to site. Should material be delivered to site that is not of the same or higher quality as the approved samples, such material will be removed from site on the Contractor's own cost.

If required by the Engineer, the Contractor shall deliver samples of materials to be tested to a laboratory indicated by the Engineer.

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

PSA 3.3: ORDERING OF MATERIALS

Add the following subclauses:

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

PSA 4PLANT**PSA 4.1: CONTRACTOR'S OFFICES, STORES AND SERVICES**

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

The Employer will place an area of ground of approximately 1 ha at the disposal of the Contractor. The Contractor will be required to provide his own facilities, for example, a fenced in yard, offices, workshops, stores, and any other temporary structures required by the Contractor for the storage of all material and plant. The extent of the Contractor's camp shall be restricted to the area allocated by the Engineer.

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

The Contractor shall provide one (1) toilet per 10 workmen and must be screened from public view and its use shall be enforced. The Contractor shall, where applicable, make the necessary arrangements for the removal of night soil.

The cost of providing and removal of the Contractor's facilities shall be paid for under provision of facilities on site and removal of the site establishment respectively.

Add the following:

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

PSA 5 CONSTRUCTION**PSA 5.4: PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

Replace the heading and the contents of this subclause with the following:

"PSA 5.4.1: LOCATION AND PROTECTION OF EXISTING SERVICES"

Prior to the commencement of the works, the Contractor shall be required, to expose all existing services situated in the road servitude that may directly or indirectly affect the construction.

In addition, the Contractor shall be required to compile a program of works incorporating the time frame (to be stipulated by the Contractor) required for the searching for and exposing of the existing services on the project.

Once the services have been located, their respective positions shall be recorded and their respective positions confirmed by the Engineer and the relevant Nkurenkure Town Council. The location of all existing services obtained from the relevant municipal and other departments are shown at their approximate positions on the Drawings.

SMME Subcontractors shall carry out this work, under the control and supervision of the Contractor.

It is the responsibility of the Contractor to find the exact position of existing services. If it is required to relocate or change existing services, the Contractor must inform the Engineer immediately after having determined the location of the service, to enable him to make timeous arrangements with the relevant authorities for the relocation or changes to the service in question. The Contractor shall excavate the necessary trenches to enable the relocation of services by other departments.

Having located a service, it shall be considered a known service, and the Contractor must keep records of coordinated positions of each service. A copy of these records shall be submitted to the Engineer. The Contractor shall take extreme care to avoid damage to such a service, as the cost for the repair of such a service will be for the account of the Contractor. The Contractor must furthermore co-operate with the relevant Municipal departments and allow them reasonable access and sufficient space and time to carry out the required work. Sewerage lines shall where and if required, be relocated by the Contractor.

A method has to be developed by the Contractor to search for all existing services with hand excavation. It is suggested that trenches are formed at intervals across the sidewalk(s) of the street, or the street itself if necessary, to determine the positions of all the services.

The Water Division is also prepared to point out the positions of the existing water pipelines that are shown on the drawings. No guarantees are however given by the Water Department with respect to the accuracy of this, and those pointed out are not necessarily the only existing water pipelines. These services by the Water Department are offered only if and when their time permits. There may be other pipelines that are still in use, not shown on the drawings, and not known by the Water Department.

The Contractor has to accept liability for the cost to repair known services damaged as a result of his operations, either by his authorized signature, or by admittance to the Engineer, who will confirm such admittance in writing to the Contractor. The Engineer reserves the right to deduct the cost to have such damaged services repaired by the relevant service departments, from payments due to the Contractor. The Contractor is

also responsible for the cost of temporary arrangements for water supply, if the time needed for repair, exceeds 12 hours.

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

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

PSA 5.4.2: PROTECTION AND CONSTRUCTION

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

Services left exposed shall be suitably protected from damage.

PSA 5.4.3: ALTERATIONS AND REPAIRS TO EXISTING SERVICES

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

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

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

Electricity	(0)66 258 089
Water/Sewage	(0)66 258 089

The Employer will accept no liability for damages due to a delay in having such alterations or repairs affected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services.

Add the following subclause:

"PSA 5.9: SITE MEETINGS

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

PSA 6 TOLERANCES**PSA 6.1: DEGREES OF ACCURACY**

A Degree of Accuracy II will be applicable to this contract.

PSA 6.4: GENERAL

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

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

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

When the work is not constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorized' dimensions, and where the actual dimensions are less than the 'authorized' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed.

PSA 7 TESTINGPSA 7.1: PRINCIPLES

PSA 7.1.1: Checking

Replace the last sentence with the following:

"The Contractor shall obtain the services of an independent laboratory at his own expense (clause PS 7.2 of Portion 1 of the Project Specifications) to carry out the checks prescribed in the various standardized specifications."

PSA 7.1.2: Standard of finished work not to specification Replace the words:

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

PSA 7.2: APPROVED LABORATORIES ADD THE FOLLOWING:

"The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed as an approved laboratory. The Contractor shall appoint an approved laboratory to carry out all required quality control (acceptance) tests as described in PS 13.4. All these tests results shall be submitted to the engineer for approval. Only after the engineer has approved the work may the Contractor commence with subsequent work.

The employer shall appoint an approved laboratory to carry out check testing to confirm the results of the Contractor's laboratory. "

Add the following subclause:

PSA 7.5: SAMPLES

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

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

PSA 8 MEASUREMENT AND PAYMENTPSA 8.1: MEASUREMENTPSA 8.1.2: Preliminary and general items or sectionPSA 8.1.2.2: Tendered sums

Replace the contents of this subclause with the following:

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

- risks, costs and obligations in terms of the general conditions of contract and of this standardized specification, except where provision is made in these project specifications to cover compensation for any of these items;
- head-office and site overheads and supervision profit and financing costs;
- expenses of a general nature not specifically related to any item or items of permanent or temporary work;
- providing facilities on site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and the cleaning-up of the camp site on completion of the works; and
- providing facilities for the Engineer and staff (refer to PS 13.1)

PSA 8.2: PAYMENTPSA 8.2.1: Fixed-charge and value-related items

Replace the contents of this subclause with the following:

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

1. The first installment, 50% of all items listed under Section 1 in the Schedule of Quantities, will be paid in the first payment certificate after the Contractor has met all his obligations under these items and has made a substantial start with construction in accordance with the approved programme.
2. The second installment, 35% of the items stated above, will be paid when the value of the work done reaches one half of the tendered amount, excluding contingencies and price adjustments in terms of clause B 2.4.1 of the Conditions of Contract Part B.
3. The third and final installment, 15% of the items stated above, will be paid when the works have been completed and the Contractor has fulfilled all the requirements of the contract."

Payment for the value related sum tendered under item 8.3.2 will be made as follows:

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

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

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

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

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

The Contract will not require any Bypass lanes or roads and the site will be closed for traffic during the construction period.

Payment for this item shall include for all work necessary to comply with this Project Specification. Subject to the provisions of Clause 8.2. of SABS 1200 A, payment of incremental amounts (calculated by the division of the tendered sum by the number of months required to complete the site activities for which the relevant sum was tendered) will be authorized in each of the subsequent progress certificates until the sum tendered has been paid. An approved extension of time will qualify the Contractor to receive payment at the monthly rate determined by the above method."

Replace item 8.8.4 with the following:

"PSA 8.8.4: LOCATION AND PROTECTION OF EXISTING SERVICES:

PSA 8.8.4.1: Provision of detecting devices for:

PSA 8.8.4.1 (a)	Water and sewer pipes	Unit: Sum
PSA 8.8.4.1 (b)	Electrical and other cables	Unit: Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as is required to locate the existing services likely to be effected by the construction activities.

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

PSA 8.8.4.2(c)(ii) In roadways Unit: m²

PSA 8.8.4.2(c)(iii) In all other areas Unit: m³

The rates shall cover the cost of excavating by means of hand tools within authorized dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compacting of material in all areas except in roadways shall be to 90% of the modified AASHTO density,

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

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations.

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

Add the following clauses:

"PSA 8.9: EMPLOYER'S SHARE OF DAB FEES"

"PSA 8.9: Employer's share of dab fees Unit: Prov. Sum

This sum is reserved for the employer's share (50%) of the fees to be paid to the DAB member(s) in terms of the contract. No payment for overhead charges or profit shall be made for the Contractor for such sums.

The Contractor shall make provision in his rates for his share of the fees to be paid to the DAB member(s) in terms of the contract. No separate payment will be made under any other item in the schedule of quantities.

PSA 8.10: PROVISIONAL SUM FOR AUXILIARY WORK REQUIRED TO PRIVATE PROPERTIES AS INSTRUCTED BY THE ENGINEER

PSA 8.10: Provisional sum for Auxiliary work required to private properties as instructed by the Engineer Unit: Prov. Sum

The sum is reserved for works such as upgrading ramps to private properties, improving fences and gates etc.

PSC: SITE CLEARANCE**PSC 3: MATERIALS**PSC 3.1: DISPOSAL OF MATERIAL

Add the following:

"There are limited approved dumping sites in Nkurenkuru. The Contractor shall make his own arrangements with the relevant Nkurenkuru Town Council service department for the disposal of material emanating from the construction works. All costs for the disposal thereof shall be deemed to be included in the rates tendered for site clearance."

PSC 5: CONSTRUCTIONPSC 5.1: AREAS TO BE CLEARED AND GRUBBED

Add the following:

"Pipeline routes shall be cleared to a distance of 1,0 m on both sides of the pipeline center line. Route pegs or markers shall not be destroyed or damaged during clearing operations. Only areas where actual clearing was required along the route shall be payable."

PSC 5.2: CUTTING OF TREESPSC 5.2.3: Preservation of treesPSC 5.2.3: Individual trees

Replace the last sentence with the following:

"The Contractor shall obtain written permission from the Engineer to remove trees (if any) and an amount of N\$ 1,500.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.5: RE-CLEARING OF VEGETATION

Add the following:

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

PSC 8: MEASUREMENT AND PAYMENTPSC 8.2.1: Clear and grub

Replace the first line with the following:

"The area designated by the Engineer to be cleared and grubbed will be measured in square meter to the nearest square meter or meter to the nearest meter,"

Add the following:

"PSC 8.2.11: Removal of rubble (as instructed by Engineer) Unit: m³

The unit of measurement shall be the cubic metre of material removed and disposed of as instructed by the engineer. The rate shall include full compensation for excavating, breaking, loading, transporting, disposal and associated charges at an approved disposal site."

PSD: EARTH WORKS

PSDB: EARTHWORKS (PIPE TRENCHES)

PSDB 3: MATERIALS

PSDB 3.5: BACKFILL MATERIALS

PSDB 3.5: Backfill materials

Add the following paragraphs:

"(c) Cement-stabilized backfilling

Backfilling shall be stabilized with 5% cement where directed by the Engineer. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density."

"(d) Soilcrete backfilling

The aggregate for soilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to acquire a consistency that allows the mixture to be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

PSDB 3.7: SELECTION

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

PSDB 5: CONSTRUCTIONPSDB 5.1: PRECAUTIONS

Add the following subclause:

PSDB 5.1.5: Existing pipelines

If any, the existing pipes that have to be removed shall be carefully opened up by machine excavation to 300 mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation. The excavation width shall comply with subclause 8.2.3.`

The pipes shall be removed from the trench in a manner approved by the engineer, and brought to the surface for inspection by the engineer.

Pipes that are declared suitable for re-use shall be cleaned and carefully stacked on a prepared site, pointed out by the engineer.

Pipes declared unfit for re-use shall be disposed of as determined by the engineer."

PSDB 5.2: MINIMUM BASE WIDTHS

Replace paragraph (a) with the following:

"Where two pipes or more are placed in the same trench, they shall be placed as shown on the drawings and all calculations for measurement purposes will be based solely on these dimensions."

PSDB 5.4: EXCAVATION

Add the following:

"Where the routes of telephone ducts coincide with the routes of water and/or sewer pipes, the services will be accommodated in a single trench.

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

PSDB 5.6: BACKFILLING

PSDB 5.6.3: Disposal of soft excavation material

Replace the contents of this subclause with the following:

"Surplus excavated material from the trench shall be used as fill if suitable or shall be disposed of at an approved Site provided by the Contractor."

PSDB 5.7: COMPACTION

Add the following:

"Where pipelines cross existing gravel roads, backfilling shall be carried out as specified in subclause 5.7.2 and payment therefore will be made under subitem 8.3.3.3."

PSDB 8: MEASUREMENT AND PAYMENT

PSDB 8.3.2(b) Extra over item (a) above for:

Add the following subitems:

PSDB 8.3.2(b)(i)	Hard rock excavation	Unit: m ³
PSDB 8.3.2(b)(ii)	Hand excavation and backfill where ordered by the engineer	Unit: m ³
PSB 8.3.2(b)(iii)	Backfill stabilized with 5% cement where directed by the engineer	Unit: m ³

The tendered rate for subitem (iii) shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilized material to, 90% of modified AASHTO density.

Add the following sub items after sub item 8.3.2(c):

PSDB 8.3.2	Excavate for stormwater inlet and outlet structures and for manholes, catchpits and the like in all materials, irrespective of depth and backfill around structures	Unit: m ³
PSDB 8.3.2.	Excavate open drains in all materials	Unit: m ³

The tendered rates shall include full compensation for the excavation of material within the dimensions specified or authorized by the engineer, for all trimming, surface preparation and compacting, for the disposal of surplus and unsuitable excavated material where applicable, and in the case of item (d), for backfilling with suitable approved material compacted to 90% of modified AASHTO density around the structures. No extra over payment shall apply for excavating in intermediate, hard or boulder material."

PSDB 8.3.3: Excavation ancillaries**PSDB 8.3.3.1: Make-up deficiency in backfill material**

Delete the words "all within free haul distance" from this paragraph.

PSDB 8.3.3.3: Compaction in road reserves

Replace the heading of this subitem with the following:

"PSDB 8.3.3.3: Compaction in road crossings"

Replace the sentence, "The volume will be measured as specified in 8.2.2, 8.2.3 and 8.3.3.1", with the following:

"In the case of gravel roads, the volume will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket.

The rest of the trench shall be backfilled as specified in clauses 5.9.3, 5.9.4 and 5.9.5, as applicable, and payment will be made under item 8.3.6.1."

PSDB 8.3.4: Overhaul

Replace this clause with the following:

PSDB 8.3.4: Overhaul (haul exceeding 10 km):

Volumes will be computed from the designated dimensions. No allowance will be made for bulking. Distances will be measured to the nearest 0.1 km from the end of the 10 km freehaul, in one direction only, by the shortest practicable route.

The rate shall cover the cost of transporting the material for the overhaul distance.

PSDM: EARTHWORKS (ROADS, SUBGRADE)**PSDM 5: CONSTRUCTION**PSDM 5.2.2.3: Use of material

Add the following paragraph:

"(a) General

The Contractor shall program his sequence of operations in such a way that:

cuts are done progressively in advance on the next street(s) on the work programme in order to haul material as far as possible directly to its final position onto the street under construction (on the relevant completed roadbed, subgrade or selected subgrade layer), to avoid double handling as called for in Clause 3.3.2 DM,

Heavy equipment (in excess of 3 ton tare) are not allowed to drive over the completed pavement layers, before or after surfacing, surfacing operations excluded."

PSDM 5.2.3.3: Treatment of roadbed

Roadbed preparation in cut areas (where the in-situ material is suitable as a selected layer), shall be done by ripping the in-situ material to a depth of 150mm, watering, mixing and re-compacting to minimum of 93% Modified AASHTO maximum density.

Roadbed preparation in fill areas shall ripped to a depth of 300mm, then watered, mixed and compacted to 90% Modified AASHTO maximum density.

Add the following paragraph:

"(e) Commercial sources

The provisions of subclause:

PSD 5.2.2.5 of SABS 1200D as amended shall apply." PSDM 5.2.3.2: Removal of unsuitable ground

Replace the second sentence of paragraph (a) with the following:

"The excavated spaces shall then be backfilled with approved imported material compacted to the required density."

Add the following sentence to paragraph (b):

"Unsuitable excavated material will be paid for as cut to spoil." PSDM 5.2.3.3: Treatment of roadbed"

Add the following paragraph:

"(c) Three-pass roller compaction

Any portion of the roadbed that is shown on the drawings or is specified or is directed by the engineer to be given three-pass roller compaction because of its inadequate natural density, shall be prepared by shaping where necessary and compacting with a roller, complying with the requirements specified below.

Compaction shall comprise three complete coverages by the wheels of the specified roller over every portion of the area that is being compacted. While it is not the intention that the Contractor should apply water to the roadbed for this type of compaction, and while no rigid moisture control will be exercised during compaction, the Contractor shall nevertheless satisfy the engineer that everything is being done to take full advantage of favorable soil moisture conditions during the rainy season, and that such compaction is as far as possible carried out when the roadbed is neither excessively dry nor excessively wet.

The engineer has the authority to decide when conditions are favorable for compaction and where such compaction is to be carried out at any particular time and he has the right to instruct the Contractor to water the roadbed at the Contractor's expense when, in the opinion of the engineer, the Contractor failed, neglected or refused to Comply with these requirements.

The rollers to be used for roller-pass compaction shall conform to the following requirements:

Grid roller: The grid roller shall have a mass of not less than 13,5 t when ballasted, shall be loaded to this mass if required, and shall be moved at a speed of not less than 12 km/h.

Vibratory roller: The vibratory roller shall be capable of exerting a combined static and dynamic force of not less than 120 kN/m widths for every metre of loose-layer thickness at an operating frequency not exceeding 25 Hz and shall move at a speed not exceeding 4 km/h."

PSDM 5.2.4.3: Finishing

(e) Topsoiling

Replace the second sentence with the following:

"The thickness of the topsoil shall be as directed by the engineer."

PSDM 5.2.8.2: Overhaul

Replace the contents of this subclause with the following:

PSDM 5.2.8.2: Overhaul

Disposal of surplus material outside the road reserve or defined site boundaries and beyond a distance of 5 km from source will be regarded as overhaul.

PSDM 7: TESTING

PSDM 7.3: ROUTINE INSPECTION AND TESTING

Replace table 2 and the contents of subclause 7.3.2 with the following:

"PSDM 7.3.2

The dry density requirements for a particular lot of selected layer or wearing course shall be deemed to be satisfied if the average density and the results of individual tests meet the requirements specified in Table 2 overleaf. Refer to subclause PSD 7.2 for the requirements for fill.

TABLE 2 - DENSITIES

1	2	3	4	5
Layer	Specified Density (% of modified AASHTO density)	Number of Tests per lot	Average Density	Minimum Density for any single test
Selected Layer	93	3 and 4	93.1	89.4
		5	93.4	89.2
		6	93.6	89.0

PSDM 8: MEASUREMENT AND PAYMENT

PSDM 8.2: COMPUTATION OF QUANTITIES

Replace subclauses 8.2.1 to 8.2.3 (inclusive) with the following:

"PSDM 8.2.1: The provisions of subclause 8.2.1 of SABS 1200 D shall apply.

PSDM 8.2.2: The provisions of subclause 8.2.2 of SABS 1200 D shall apply.

PSDM 8.2.3: The provisions of subclause 8.2.2 of SABS 1200 D shall apply.

PSDM 8.3.3: Treatment of roadbed"

PSDM 8.3.3(i) Roadbed preparation and compaction of material to:

Add the following:

"The unit of measurement shall be the cubic meter of material re-compacted as specified and the volume shall be determined from leveled cross-sections on which are superimposed the levels to which the roadbed is to be constructed. When material is imported to make up the required volume, such material will be paid for as cut or borrow to fill as relevant."

Add the following:

"(iii) Three-pass roller compaction:

PSDM 8.3.3 (a)(iii)(i) Grid roller Unit: m²

PSDM 8.3.3.(a)(iii)(ii) Vibratory roller Unit: m²

The units of measurement shall be the square meter of roadbed compacted as specified in subclause PSDM 5.2.3.3(c) for the areas designated by the engineer.

The tendered rates shall include full compensation for shaping the areas, providing the rollers and for compacting the roadbed by means of three roller passes over the entire area."

PSDM 8.3.4: Cut to fill, borrow to fill

Replace the last sentence of this item with the following:

"The unit of measurement shall be the cubic metre of fill and the volume will be calculated in accordance with the authorized dimensions of the embankment and leveled cross-sections.

The tendered rates shall include full compensation for excavating the material as if in soft material, for selecting, loading, transporting for the free-haul distance, for off-loading, watering, mixing and compacting the material as specified. Borrow to fill in this item relates to material from designated borrow areas (provided by the employer).

Where it is required that material be obtained from commercial sources, payment for procuring the material will be made under item PSDM 8.3.17."

PSDM 8.3.6: Extra over items 8.3.4 and 3.3.5 for excavating and breaking down material in:

Add the following:

"The rate shall include for the costs of unavoidable overbreak that may occur during the excavation and the cost of drainage in terms of Clause.3.2.1 and backfilling with suitable material and compacting to the lines and levels as specified."

PSDM 8.3.7: Cut to spoil or stockpile from:

Replace the heading with the following:

"PSDM 8.3.7: Cut to spoil from"

PSDM 8.3.12: Overhaul:

Replace this item with the following:

"PSDM 8.3.12: Overhaul (haul exceeding 10 km):

The rate shall cover the cost of transporting materials beyond the freehaul distance of 10 km.

PSDM 8.3.14: Borrow pits:

Replace the contents of this item as follows:

"PSDM 8.3.14 (i)	Opening up and closing down of borrow pits	Unit: Sum
PSDM 8.3.14 (ii)	Dealing with overburden	Unit: m ³

The provisions of subclauses 8.3.4(b) and 8.3.4(c) of SABS 1200D shall apply respectively to items (i) and (ii) above."

Add the following items:

PSDM 8.3.18: Final finishing and cleaning up of the site of the works Unit: Sum

The tendered sum shall include full compensation for the clearing, disposal of material, finishing, tidying and all other work required to finish and clean up the site of the works and affected areas by removing excess earth, stones, boulders, debris and other waste material, by clearing stormwater inlets and outlets and pipe barrels, by clearing the surfacing of all dirt, mud and foreign material, and by neatly finishing off all junctions, intersections and kerbing.

All material resulting from the finishing operations shall be disposed of to a spoil site furnished by the Contractor.

The tendered rate shall make provision for the reinstatement of existing driveways to their original condition where these have been affected by the works, as these items will not be measured and paid for separately.

PSLB: BEDDING (PIPES)

PSLB 1: SCOPE

In Clause 1.1 add "and ducts and cables" after the word "gravity"

PSLB 3: MATERIALS

PSLB 3.1: SELECTED GRANULAR MATERIAL

Replace the contents of this subclause with the following:

"Selected granular material shall have a PI not exceeding 6 and shall be free from sharp-edged particles exceeding 19 mm."

PSLB 3.3: Bedding

Add the following:

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

PSLB 3.4.1: Suitable material available from trench excavation

Replace the words:

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

PSLB 8: MEASUREMENT AND PAYMENT

PSLB 8.1.5: Disposal of displaced material

Replace the contents of this subclause with the following:

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

PSLB 8.1.6: Free-haul

Replace the contents of this subclause with:

"PSLB 8.1.6: Free-haul

A freehaul of 10 km shall be applicable to selected granular material and to selected fill material.

PSLB 8.2: SCHEDULE ITEMS

PSLB 8.2.2: Supply only of bedding by importation

PSLB 8.2.2.2: From borrow pits

Delete the words in brackets in the first four lines.

Add the following:

"The opening up of borrow pits and the removal of overburden are paid for under item 8.3.4 of SABS 1200 D."

PSLC: CABLE DUCTS

PSLC 3: MATERIALS

PSLC 3.1: DUCTS

Add the following:

"PSLC 3.1.1 Telecom Namibia (Telecom) materials

All material such as pitch-fibre pipes, screening wire and draw wire will be supplied, free of charge, by Telecom against a receipt signed by the Contractor when the material is collected.

The Contractor shall notify the contact person (to be supplied by the Engineer) at least 2 weeks prior to the date on which the pipes are required.

The Contractor shall use the materials supplied by Telecom in the most economical manner. Materials lost or damaged through neglect on the part of the Contractor or his workmen shall be replaced by the Contractor at his own expense.

It is a condition of this Contract that the Works and all material and equipment handed to the Contractor shall be insured against damage or loss as stipulated in Clause 18 of the General Conditions of Contract.

On completion of the work, the Contractor shall deliver all surplus material to the nearest Telecom engineering yard.

PSLC 3.4: CABLE DUCT MARKERS

Add the following:

"A cable duct marker shall consist of a Class 20 MPa/19 mm concrete block (as indicated on the tender drawings), connected by means of a non-ferrous metal strip to a temporary plug to seal the end of the duct. The plug shall prevent moisture or soil from entering the duct. The metal strip shall be firmly connected to both the plug and the concrete block. The concrete block shall be positioned not further than 0,5 m horizontally from the end of the cable duct. The face of the concrete block shall be clearly marked "E" to indicate electricity cables. Ball markers for telecom ducts will be provided by Telecom."

PSLC 5: CONSTRUCTION

PSLC 5.1: EXCAVATION OF TRENCHES

PSLC 5.1.1: Trench widths and depths

PSLC 5.1.1.2

Add the following:

"For telephone services the pipe trench shall have a minimum depth to provide a cover of not less than 750 mm between the top pipe and the finished road surface level. Where this depth cannot be maintained due to the nature of the ground, the depth may be altered at the discretion of the Telecom Engineer. When the pipe has less cover than 600 mm it shall be covered by concrete slabs with a minimum thickness of 50 mm and a width equal to 400 mm plus the diameter of the pipe they protect, unless otherwise

directed by the Telecom Engineer. The concrete slabs shall be provided by the Contractor."

PSLC 5.3: DUCT LAYING

PSLC 5.3.1: Straight laying

Add the following:

"If the trench is to contain more than one pipe exceeding 75 mm internal diameter, the base of the trench shall slope so that water may drain away from the pipes. The level of the bottom of the trench shall fall at least 75 mm per 30 m."

PSLC 5.3.3: Draw wire

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

"A length of 3,05 mm diameter galvanized iron wire (shall be attached to the cleaning-brush and drawn into the pipe and left for use as a draw wire. A surplus of wire of at least 2 m in length shall be left neatly coiled at each end of each duct. All open pipe ends must be plugged to prevent the ingress of dirt."

Add the following sub-clauses:

For electrical ducts, the above-mentioned conditions shall apply, but the 3,05 mm galvanized wire shall be replaced by 2 x 2,4 mm diameter steel wires.

PSLC 5.6: LAYING OF CABLES WITH OTHER SERVICES

Add the following:

"Trenches for telephone ducts shall be excavated so that pipes can be laid at least 300 mm from power cables. Where this is not possible, pipes shall be separated from power cables by vertically placed concrete or paving slabs."

PSLC 5.7: CROSSING OF TELEPHONE AND ELECTRICITY CABLE DUCTS

Replace this sub-clause with the following:

"PSLC 5.7: CROSSING OF TELEPHONE DUCTS WITH OTHER SERVICES

When a duct crosses an existing service such as an electricity supply cable, a water supply pipe or a sewerage pipe, the telecommunication duct shall, if possible, be laid not

less than 25 mm above the existing service. Where the depth of the existing service is insufficient for this to be done, the telecommunication duct shall be laid to pass not less than 25 mm below the other service."

PSLC 5.10: POSITION TO BE MARKED

Replace the contents with:

"Duct markers shall be placed at both ends of the duct against the kerb. The marker shall horizontally not be further than 0,5 m from the duct. The Contractor shall provide the Engineer with a list of co-ordinates of all the duct positions."

PSLC 5.12: DUCT MARKERS AND BALL MARKERS

Duct markers shall be placed above both ends of the road crossing ducts and will be clearly marked. A co-ordinate list of all duct markers must be provided to the Engineer.

PSLC 7: TESTING

PSLC 7.1: ACCESS FOR ENGINEER

Add the following:

"The Telecom or electrical Engineer shall have free access to the site at all times. He has the right to inspect work on telecommunication ducts at any stage and may reject any work not executed in an approved, substantial and workmanlike manner and in accordance with the specifications.

No pipes shall be covered before inspection by a Telecom or Electrical Engineer. Arrangements for inspections may be made by telephoning 064 412 015 (Telecom) or 413 600 (electricity). At least 24 hours' notice is required prior to the inspection."

Add the following sub-clause:

"PSLC 7.4: FINAL INSPECTION

A final inspection will take place on completion of the work. The Contractor shall, at his own cost, expose all pipe ends prior to the final inspection, after which they may be finally plugged and closed."

PSM: ROADS (GENERAL)**PSM 7: TESTING**PSM 7.2: PROCESS CONTROL

Add the following:

"Acceptance testing to be carried out by the Contractor shall be done by an independent testing laboratory approved by the Engineer".

PSME: SUBBASE**PSME 3: MATERIALS**PSME 3.2: PHYSICAL PROPERTIESPSME 3.2.1: Subbase material

Replace the contents of paragraph (a) with the following:

"(a) The maximum particle dimension of the gravel shall not exceed 63 mm."

Replace the contents of paragraph (d) with the following:

"(d) The CBR shall be specified on the drawings." Delete paragraph (e).

PSME 3.2.2: Gravel shoulder (sidewalks) course material

Replace the contents of this subclause with the following:

"The material used for gravel shoulders shall comply with the following:

- (a) the PI shall not be less than 6 and not more than $(3 \times GM) + 10$ / not more than 10
- (b) the maximum particle dimension of the gravel shall not exceed 63 mm and
- (c) the CBR shall be greater than 25 at 95% of modified AASHTO density."

"The material used for gravel wearing course shall comply with the following:

- (a) PI shall not be less than 6 and not more than $(3 \times GM) + 10$ / not more than 10
- (b) Maximum particle dimension of the gravel shall not exceed 63 mm;
- (c) CBR shall be greater than 45 at 95% of modified AASHTO density."

Add the following subclause:

"PSME 3.2.3: Material from municipal sources

The Contractor shall obtain material for the construction of the subbase / shoulder from approved borrow pits. Should in the opinion of the engineer insufficient material be available at the site of the works, it may be obtained from borrow pits or commercial sources. Borrow pits allocated by the Nkurenkuru Town Council shall be opened and

closed to the approval of the Municipality and a royalty is payable for road building material measured at the borrow pit (no royalty is applicable to municipal contacts). The use of borrow pits is to be confirmed with the Nkurenkuru Town Council."

PSME 3.5: SELECTION

Given the high variability of the material quality within the identified borrow sources, the Contractor shall employ adequate control measures at the approved borrow pits to ensure that the material hauled to site conforms to the requirements of the project specifications.

PSME 5: CONSTRUCTION

PSME 5.2: EXCAVATION

PSME 5.2.2: Borrow pits

Insert the words "designated by the Engineer and" between the words "pits" and "established" in the first line.

Add the following subclauses:

"PSME 5.8: Weed killer

Where specified the subbase layer shall be treated before compaction by the application and mixing in granular HYVAR X or TENOC X weed killer in accordance with the manufacturer's instructions. An approved equivalent may be used.

PSME 5.9: INSECTICIDE

An approved insecticide such as Termidan or an approved equivalent shall be applied strictly in accordance with the manufacturer's instructions over the total area of the subbase under the block paved areas. The instructions indicate whether the poison is to be applied before or after compaction of the layer."

PSME 8: MEASUREMENT AND PAYMENT

PSME 8.1: BASIC PRINCIPLES

Insert a semi-colon in the first line of paragraph (b) after the words 'will be paid for once only' and delete the rest of the paragraph.

Amend paragraph (c) as follows:

"(c) that except as provided for in (d) below, the freehaul will be 10.0 km; and"

Amend paragraph (d) as follows:

"(d) that in the case of material from a commercial source or from borrow pits selected by the Contractor, no additional payment will be made for the class of excavation, method of processing (except stabilising), or overhaul."

PSME 8.3: SCHEDULED ITEMS

PSME 8.3.1: Construct the subbase / shoulder gravel wearing course with material excavated from borrow pits.

The rate shall cover the costs of complying of precautions required in terms of clause 5.1 and PSME 3.2.3 selecting, excavating, stockpiling, loading, transportation in a free haul distance of 5 km, spreading and processing the material in accordance with the specifications, lines and levels as indicated. Opening and closing of the borrow pit and dealing with overburden is paid in accordance with SABS 1200 DM.

PSME 8.3.2 Construct the subbase course/shoulders/gravel wearing course with material from designated excavations

Replace the contents of subitem (a) with the following:

"The rate for (a) shall include full compensation for excavating and selecting subbase material, for loading and transporting the material within the free-haul distance, 'arid for either placing the material on the road or stockpiling the material for later use. When material is stockpiled, the rate shall include compensation for shaping and grading the stockpile so that it is free-draining."

PSME 8.3.3 Construct the subbase course/shoulders/gravel wearing course with material from commercial sources or designated borrow areas

Replace the heading of this item with the following:

"PSME 8.3.3 Construct the subbase course/shoulders/g ravel wearing course with material from commercial sources"

Add the following paragraph:

"This item shall also apply to the construction of subbase course/ shoulders/gravel wearing course with material from borrow pits selected by the Contractor."

PSME 8.3.9: Overhaul (haul exceeding 2 km):

Replace item with the following:

PSME 8.3.9: Overhaul (haul exceeding 10 km):

Volumes will be computed from the designated dimensions. No allowance will be made for bulking. Distances will be measured to the nearest 0.1 km from the end of the 10 km freehaul, in one direction only, by the shortest practicable route.

The rate shall cover the cost of transporting the material for the overhaul distance.

PSMF: BASE**PSMF 3: MATERIALS**PSMF 3.3: PHYSICAL AND CHEMICAL PROPERTIES

PSMF 3.3.1 Natural gravel (stabilised or unstabilised)

Replace the contents of paragraph (a) with the following:

"(a) The maximum particle dimension of the gravel shall not exceed 63 mm."

PSMF 5.9: TRANSPORT

Replace the contents of this subclause with the following:

"All movement of material will be considered as free-haul. No haulage cost will be paid."

PSMK: KERBING AND CHANNELING**PSMK 1: SCOPE**PSMK 1.1: TYPES OF KERB AND CHANNELS

Barrier type kerbs are to be used as follows:

- On all intersections on both sides of the road up to a point 5 kerb lengths along the straight section preceding or beyond the curves of the intersection.

Mountable type kerbs are to be used as follows:

- On sections of the road where access is required. These kerbs shall be laid along the edges of the streets where no barrier kerbs without and concrete backing as described or as directed by the Engineer.

As transition type cast-in-situ kerb, one kerb length shall be constructed at the following (on either side of):

- catchpits;
- transitions from barrier to mountable.

Precast barrier kerbs with dimension 900 mm long x 250 mm high x 90 mm wide on the top face and 125 mm wide on the bottom face are to be used and as detailed on the drawing.

Cast in-situ channels, 300 mm wide are to be placed adjacent to all barrier kerbs and adjacent to the mountable kerbs on both edges of streets. Soft board shall be used in expansion joints placed every ten metres.

PSMK 3: MATERIALSPSMK 3.1: CONCRETE

Add the following:

"The Contractor shall timeously submit the concrete mix design for cast-in-situ kerbing to the Engineer for approval and no kerbing shall be placed before the mix design has been approved."

PSMK 3.9: BEDDING AND BACKING MATERIAL

Barrier kerbs laid on edge and used as mountable kerbs, shall be not be bedded in 15 MPa concrete, hence no payment for concrete backing shall be included in the rates quoted for the kerbs.

Normal barrier kerbs shall be bedded in 15 MPa concrete and shall be given a 15 MPa concrete backing in at least two positions spaced equidistant behind each kerb, payment for which shall be included in the rates quoted for the kerbs.

Bedding requirements for kerbs are indicated on the drawings.

PSMK 5: CONSTRUCTION

PSMK 5.11: TRANSITION SECTIONS AND INLET AND OUTLET STRUCTURES

Delete the words "and with the requirements of the project specification" in the second paragraph.

Add the following item:

"PSMK 5.13: PAINTING OF KERBS

The top and face of barrier kerbs around bellmouths, where specified, shall be painted with approved road marking paint conforming to SABS 1586 Concrete surfacing. Kerbs shall be painted alternatively black and white. A masonry undercoat shall be applied to the kerbing before application of the road marking paint. The relevant provisions of SABS 1200MM will apply."

PSMK 7: TESTING

PSMK 7.2.1: General tests

Delete this subclause.

PSMK 7.2.2: Alternative tests

Replace the heading and contents of this subclause with the following:

"PSMK 7.2.2: Tests

PSMK 7.2.2.1: Beam Test:

The beam tests shall be performed by the independent approved laboratory for the Engineer. A minimum of 5 kerbs per 1000 m batch shall be tested. The test shall be done in accordance with SABS 927. The failure load is 11.8 kN per kerb.

All costs related to liaising with the independent approved must be included in the tendered rates and no additional payment related to tests carried out by the independent approved Laboratory will be considered. No claims for delays or standing time by the Contractor will be considered in order to facilitate testing by the laboratories.

PSMK 7.2.2.2: Cube Crushing Test

The Contractor shall carry out a minimum of three cube crushing tests per 1 000 m of kerbing placed. The cost, of such tests shall be deemed included in the rates tendered for kerbing.

One cube crushing test shall consist of a set of six cubes made with concrete taken from the mixer, the kerbing machine or from any part of the work as ordered.

If, after three cubes of any set of six cubes have been tested after 28 days in an approved laboratory, the average crushing strength is found to be more than 3 MPa below the specified strength, the kerbing represented by the cubes will be rejected.

The Contractor may apply for re-submission of the rejected section on the basis of cores drilled from this section and tested for the estimated actual crushing strength in accordance with SABS method 865 (excluding appendix A). The cost of drilling and testing the cores is for the Contractor's account, regardless of the outcome of the tests on the cores. The number of cores required will be determined by the Engineer and the criterion for rejection or acceptance of the section represented by the cores shall be as specified above for cubes."

PSMK 7.3: RESPONSIBILITY FOR THE COST OF TESTING

Delete this subclause.

PSMM: ANCILLARY ROADWORKS

PSMM 1: SCOPE

PSMM 1.1: ITEMS COVERED

The construction of the following items is covered:

- Roads traffic signs;
- Traffic Road markings;
- Painting of kerbs;
- Construction of speed humps and speed bumps.

PSMM 3: MATERIALSPSMM 3.1: GUARDRAILS, POSTS AND REFLECTOR PLATES

All guardrails complete with their respective quantities (bolts...etc.) shall comply with the provisions of SABS 1350.

PSMM 3.2: ROAD SIGNS

All road signs to be used shall in accordance with the South African Roads Traffic Signs Manual. All required road signage is as indicated in the Schedule of Quantities.

PSMM 3.3. ROAD MARKING

Road marking paint shall be in accordance with Clause 3.3.1.1.

PSMM 5: CONSTRUCTIONPSMM 5.1: GUARDRAILS

All guardrails are to be erected in accordance with clause 5.1.1.1.

PSMM 5.3: ROAD MARKINGS

All road markings shall done in accordance with clause 5.3.2.

Add the following:

PSMM 5.5: PAINTING OF KERBS AT INTERSECTIONS

The top and face of all barrier kerbs around bell-mouths shall be painted with approved road marking paint conforming to SABS 731 specifications. Kerbs lengths shall be painted consecutively in black and white colour. A masonry undercoat shall be applied to the kerbing before application of the road marking paint. Application rates of all paints to be in accordance with the manufacturer's specifications.

PSMM 8: MEASUREMENT AND PAYMENTPSMM 8.1: GENERAL

The unit of measurement for Road marking Payment Items 8.4.1(a) and (b) shall be amended to metre (m). The tendered rate shall in addition include full compensation for setting out and pre-marking, which would normally be paid separately under Payment Item 8.4.4.

PSMM 8.3.6: TRAFFIC SIGNS

Replace item with the following:

The rate tendered shall include for all costs to supply and install road signs complete with sign faces, supports, excavation, backfilling etc. as indicated on the drawings.

Add the following:

PSMM 8.6: PAINTING OF KERBS AT INTERSECTIONS

“PSMM 8.6 Alternate black and white paint

Unit: m

The unit of measurement shall be the metre (m) of actual length painted with Road marking paint. The tendered rate shall cover the cost of all material, equipment and labour necessary to do the painting.

LIST OF DRAWINGS

Construction drawing in A1 size shall be issued prior to commencement of Works.

No.	Drawing Number	Description
1.	CE-S-100	Sewer Layout
2.	CE-S-101	Sewer Details - 1
3.	CE-S-102	Sewer Details - 2
4.	CE-S-103	Sewer Details - 3
5.	CE-W-100	Water Layout
6.	CE-W-101	Water Details - 1
7.	CE-W-102	Water Details - 2
8.	CE-W-103	Water Details - 3

Initials _____

PART 3 – Conditions of Contract and Contract Forms

Section VI - Conditions of Contract

1 GENERAL CONDITIONS

1.1. The conditions of Contract comprise the “GENERAL CONDITIONS” which form part of the “CONDITIONS OF CONTRACT FOR CONSTRUCTION”, First Edition 1999 published by the Fédération Internationale des Ingénieurs – Conseils (FIDIC) and the following “PARTICULAR CONDITIONS”, which include amendments and additions to such General Conditions.

1.2. These General Conditions are not attached but are available for inspection during office hours at the offices of the Engineer at the address appearing on the cover of this document or can be purchased by the tenderer from:

INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS

P O BOX 86

CH - 1000 LAUSANNE 12

SWITZERLAND

PHONE: + 41 21 654 44 11

FAX: + 41 21 653 54 32

E-mail: fidic@pobox.com

Website: <http://www.fidic.org>

1.3. Where the wording in the General Conditions necessitates further data, then (*unless it is so descriptive that it is detailed in the Specification*) the sub-clause makes reference to this data being contained in the Appendix to Tender, the data either being prescribed by the Employer or being inserted by the Tenderer.

Section VII. Particular Conditions of Contract

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

1. DEFINITIONS, INTERPRETATIONS & GENERAL PROVISIONS		
FIDIC 1999 Ref.	ITEM	DATA
1.1.2.2 1.3	Employer's (Authorized person) & Address	National Housing Enterprise Chief Executive Officer P. O. Box 20192 WINDHOEK, Namibia Tel: (061) 292 7298 Fax: (061) 410 7271
1.1.2.4 1.3	Engineer's Name & Address	Tweya Consulting Engineers CC P. O. Box 2210 WINDHOEK, Namibia Tel: (061) 236 889 Fax: (061) 236 889
1.1.2.5 1.3	Contractor's Representative Name & Address
1.1.2.6	Employer's Personnel - Engineering Services or delegate	National Housing Enterprise Manager: Infrastructure Development
1.1.3.3	Time for Completion of the Works	_____ Calendar Days Contractor may submit proposed alternative time as part of Programme
1.1.3.7	The Defects Notification Period	365 days from issue of Completion Certificate
1.1.6.2	The Site Location	Namibia Nkurenkuru, Ext. 3
1.3	Electronic Transmission Systems	E-mail shall be allowed, with proof of delivery of mail to be confirmed by read receipt, else Transmittal.

1.4	Governing Law	The law the Republic of Namibia
	Ruling Language	English
	Language of communication	English
2. EMPLOYER		
2.1	Time for access to the Site	On Commencement Date
2.3	Employer's Personnel	Amenities shall be made available as identified.
3. ENGINEER		
3.1 (b)	Engineer's Duties and Authority:	Variations resulting in an increase of the Accepted Contract Amount in excess of 15% shall require approval of the Employer.
4. CONTRACTOR		
4.2	Amount of Performance Security	10% of the Contract Amount.
	Form of Performance Security	Format shall be as identified in Part 19 "Format of Performance Guarantee"
4.10	Site Data:	Location: Nkurenkuru, Ext 3 Topography: Flat terrain Climate: Average 54% yearly humidity Geology: Fine, to loose sand Contractor are recommended to investigate the site prior pricing of items
6.5	Normal working hours	No Sunday and Public Holiday shall be utilized for work. Contractor shall state specific working hours which shall not begin earlier than 07:00 and end not later than 20:00.
8. COMMENCEMENT, DELAYS & SUSPENSION		
8.1	The Commencement of Work	On Commencement Date
8.3	Program for the Works	7 days from the date of the Notification of award.
8.7 14.15 (b)	Delay Damages for the whole of the Works:	0.007% of the Contract Amount, to maximum of N\$ 10 000 per day.

12. MEASUREMENT AND EVALUATION		
12.3	Profit margin	The reasonable profit on items not priced in the Bill of Quantities shall be _____% of the total cost determined for the items
13. VARIATIONS AND ADJUSTMENT		
13.1 13.8	Variations and Adjustments	This shall be a remeasurable contract with escalation identified as per sub-clause 13.8. [Adjustments for Changes in Cost]
13.5 (b)	Percentage for adjustment of Provisional Sums	Not applicable
14. CONTRACT PRICE AND PAYMENT		
14.2	Total Advance Payment	Not applicable
14.3	Percentage of Retention	10% of Payment Certificate value
14.3 (c)	Limit of Retention Money	10% of Contract Amount inclusive of Escalation and Variation, reduced to 5% on issue of Completion Certificate for Works
14.5	Plant and Materials intended for the Works	80% of value of material delivered on Site as determined by the Engineer
14.6	Minimum amount of Interim Payment Certificates	Only one payment per month allowed – minimum amount not applicable
14.7	Currencies of Payment	Namibian Dollar
14.15	Discount allowed for payment within 7 days after receipt of invoice %
18. INSURANCE		

18.1	Period for submission of (proof) of insurance and	21 days , to carry full all risk and third-party insurance to protect all of the works, personnel, Materials and equipment
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Amendments and additions form part of the conditions of contract.

CLAUSE 1: GENERAL PROVISIONS

SUB-CLAUSE 1.1.4 MONEY AND PAYMENTS

Add the following to the sub-clause 1.1.4.13:

“Reasonable Profit”ⁱ means the profit, calculated as a percentage of total cost of individual items expressed as a percentage rate and stated in the Appendix to Tender.

This definition shall not imply any liability of the Employer toward the Contractor in relation to actual profit made by the Contractor or make the Employer responsible for the Contractor’s profit in any way.”

SUB-CLAUSE 1.3 COMMUNICATIONS

Add the following sub-clause 1.3.2:

All written communications shall be accompanied by a Transmittal, which shall promptly by the receiving party and returned to the sender:

SUB-CLAUSE 1.5 PRIORITY OF DOCUMENTS

Replace the sequence in this sub-clause with:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the References from Clauses in the General Conditions of Contract,
- (d) these Additional Clauses,
- (e) the General Conditions of Contract,
- (f) the Specifications,
- (g) the Drawings, and
- (h) the Schedules and any other documents forming part of the Contract.

SUB-CLAUSE 1.7 ASSIGNMENT

Replace this sub-clause in its entirety with:

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract.

SUB-CLAUSE 1.8 CARE AND SUPPLY OF DOCUMENTS

Add the following to this Sub-Clause:

One of the sets of copies of the drawings and specifications shall be maintained current with all relevant information concerning changes in levels, dimensions, specification details, etc made to the design clearly marked in red on the drawings. These “redlined” information shall include the positions and levels of all existing services encountered during construction of the works.

The “redlined” drawings and documents shall be handed in to the Engineer on completion. No extra payment will be made for the "redlining" of drawings and keeping them up to date.

The issue of the Completion Certificate shall be subject to submission of the complete set of “redlined” drawings and documents and accepted of such by the Engineer.

SUB-CLAUSE 1.14 JOINT AND SEVERAL

Add the following to this sub-clause:

No Joint Ventures will be considered for this project

CLAUSE 2: THE EMPLOYER**SUB-CLAUSE 2.4 EMPLOYER’S FINANCIAL ARRANGEMENTS**

Replace this sub-clause in its entirety with:

As the Municipal Budget is public record the Employer shall not be obliged to submit evidence of any financial arrangements pertaining to the capability to pay the contract price.

CLAUSE 3: THE ENGINEER**SUB-CLAUSE 3.2 DELEGATION BY THE ENGINEER**

Replace the third Sentence of the sub-clause with the following:

The assignment, delegation or revocation shall be in writing and shall take effect when the contractor receives his copy. A further copy shall be forwarded to the Employer simultaneously.

SUB-CLAUSE 3.3 INSTRUCTION OF THE ENGINEER

Replace the entire sub-clause from the second paragraph onward, with the following:

The Contractor shall comply with the Instructions given by the Engineer or delegated assistant, on any matter related to the contract. Their instructions shall be given in writing.

SUB-CLAUSE 3.4 REPLACEMENT OF THE ENGINEER

Add the following at the end of the sub-clause:

Such notice by the Contractor shall be submitted to the Employer within 14 days of the Employer's notice, failing which the Employer shall be entitled to proceed in accordance with his notice.

CLAUSE 4: THE CONTRACTOR

SUB-CLAUSE 4.2 PERFORMANCE SECURITY

In the second paragraph replace the words "within 28 days" with "within 21 days".

Add the following to this sub-clause:

"The only form of Performance Security that will be acceptable under this contract will be a Demand Guarantee. An example of the undertaking to be made by the financial institution is attached to this document.

SUB-CLAUSE 4.4 SUB-CONTRACTORS

Add the following sub-sub-clause

(e)Subcontractors / Suppliers remuneration shall be undertaken and complete prior to, and prerequisite to Application for Final Payment Certificated in terms of Sub-Clause 14.11.

SUB-CLAUSE 4.9 QUALITY ASSURANCE

Add the following to this sub-clause:

The Quality Assurance manual, which shall include all requirements herein as well as any requirements contained in the Project Specifications shall be submitted to the Engineer for approval within 14 days of the date of the Letter of Acceptance. Should the Engineer notify the Contractor that the Quality Assurance Manual does not comply with the requirements of the Contract, the Contractor shall re-submit his Quality Assurance Manual to the Engineer for approval, within 7 days of the Engineers notice.

Should the Contractor fail to comply with this sub-clause, Preliminary and General payments will be withheld until such time that the Contractor does comply.

SUB-CLAUSE 4.11 SUFFICIENCY OF THE ACCEPTED CONTRACT AMOUNT

Add the following sub-sub clause

- (c) have noted the requirements of the Value-Added Tax Act, 2000 (Act No 10 of 2000) and all amendments thereto, and that the Accepted Contract Amount shall be taken as being inclusive of any tax due in terms of the said Act, and no claims whatsoever will be considered in this respect.

SUB-CLAUSE 4.12 UNFORESEEABLE PHYSICAL CONDITIONS

Replace the second paragraph of this clause with:

If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer within 48 hours after detection.

SUB-CLAUSE 4.18 PROTECTION OF THE ENVIRONMENT

Add the Following to this sub - Clause:

Contractor may not have sole access to the Site and shall work in proximity to areas where survey beacons have been set out. No beacon shall be disturbed intentionally. Where beacon have been unintentionally disturbed by Contractor, the beacon shall be restored by a registered surveyor at Contractor's cost within 3 working days.

Contractor shall be held accountable for any cost arising from negligence with regard to the environment and Existing Services.

SUB-CLAUSE 4.18 PROTECTION OF THE ENVIRONMENT

Replace this Sub-clause in its entirety with:

Monthly Progress reports shall be submitted to the Engineer in both Electronic format and hard copy format (One copy each, with the former allowed to be transmitted as confirmed e-mail transmission less than 5 MByte in size). Contractor's report shall be submitted by not later than the 15th of each month, reporting on the previous 30 days.

Each report shall include:

- (a) Chats and detailed descriptions of progress, Contractor's documents, procurement, manufacture, delivery to site, construction, erection and testing; and including these stages for work by each subcontractor,
- (b) Comparison of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the contract
- (c) Photographs showing the status of manufacture and of progress on the site (maximum 4 photographs)
- (d) The details described in sub-clause 6.10 [Records of Contractors personnel and Equipment]. Contractor shall make the following data pertaining to all personnel employed, both by contractor and sub-contractors and identified for each employer:
 - number personnel
 - gender split
 - breakdown by age group (16 – 35/ older than 35
 - Function skills – description
 - number of unskilled people employed
 - residence
 - Citizenship
- (e) Copies of quality assurance documents, test results and certificates of Materials shall be retained on site, available for inspection by the Engineer, and shall be submitted to the Engineer on completion of the Works as Quality Data pack;
- (f) List of notices given under Sub – Clause 2.5 (Employer's claims) and notices given under sub-clause 20.1 (Contractor's Claims):
- (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- (h) an accurate cash flow forecast, taking into account the work done to date and any programme revisions

CLAUSE 6 STAFF AND LABOUR**SUB-CLAUSE 6.7 HEALTH AND SAFETY**

Add the following to sub-clause 6.7

Contractor shall supply all site Employees with appropriate safety gear in terms of the requirements of existing Labour Regulations. Contractor shall train these Employees in the correct and applicable use of the personal protective gear and enforce the use of such.

All Employees failing to adhere to this requirement shall be addressed disciplinary, with suitable refusal from Site when not complying.

Should Contractor fail to comply with these regulations, the Employer reserves the right to suspend all construction activities until such time the Contractor complies with the requirements as set out above. Contractor shall not be entitled to any extension of time claim due to such suspension of work by the Employer for such suspension of Works.

ADDITIONAL SUB-CLAUSE 6:12 EMPLOYEMENT OF NAMIBIAN PERSONNEL

It is a Particular Condition of this contract that no unskilled labour may be employed on the works unless he or she is a Namibian citizen and resident of Nkurenkuru.

No skilled or semi-skilled Non-Namibian person may be employed unless the Contractor can prove that there is no suitable trained Namibian citizen available.

CLAUSE 7: PLANT, MATERIALS & WORKMANSHIP**SUB-CLAUSE 7.3 INSPECTION**

Replace the last paragraph of this sub-clause with:

The Contractor shall give notice to the Engineer whenever any work is ready and prior to it being covered up, put out of sight, or packaged for storage or transport. The notice period for inspections shall be minimum 24 hours, taking suitable account of Sundays and Public Holidays as no inspection will be performed on these days by Engineer, unless altered by prior arrangement with the Engineer.

The Engineer shall then either carry out of the examination. Inspection, measurement or testing without unreasonable delay, or promptly give notice to the contractor that the Engineer does not require to do so. If the contractor fails to give

notice, the contractor shall, if and when required by the Engineer, uncover the work thereafter reinstate and make good, all at Contractor

CLAUSE 8: COMMENCEMENT, DELAYS AND SUSPENSION

SUB-CLAUSE 8.3 PROGRAMME

Replace the first sentence with the following:

Contractor shall submit a detailed programme to the Engineer within 14 days after receiving a Letter of Acceptance.

Add the following at the end of this sub-clause:

No payment will be made under the contract until an acceptable programme has been submitted by the contractor and approved by the Engineer.

CLAUSE 10: EMPLOYER'S TAKING OVER

SUB-CLAUSE - 10.2 TAKING OVER OF PARTS OF THE WORKS

Before the first paragraph of this sub-clause, insert the following:

The opening of roads, or sections of roads that form part of the works, in order to maintain access to the public, shall not constitute "use by Employer" as defined herein under. In such cases, unless specified in sub-clause 10.1 – Taking over the Works and Sections, the Contractor remains responsible for the works and the works shall not be deemed to have been taken over. In such cases in the event of damage having been proved to be caused by public negligence, the Contractor is entitled to follow procedures in accordance with sub-clause 20.1 [*Contractor's Claims*]. For all other cases, the rest of this sub-clause below shall apply.

CLAUSE 12: MEASUREMENT AND EVALUATION

SUB-CLAUSE - 12.3 EVALUATION

Change the percentages in sub-clauses:

- | | | |
|-----|-------|--------------------|
| (a) | (i) | from 10% to 25% |
| | (ii) | from 0.01% to 1.0% |
| | (iii) | from 1.0% to 5.0% |

Replace the second sentence of the second last paragraph with:

If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from reasonable cost of executing the work, together with a reasonable profit not exceeding the percentage stated in the Particular Conditions to the Tender, taking account of any other relevant matters.

CLAUSE 13: VARIATIONS AND ADJUSTMENTS

SUB-CLAUSE 13.1 RIGHT TO VARY

At the start of this sub-clause, insert the following:

All variations are subject to the approval of the Employer. Such approval shall be indicated by signature of the Employer’s Representative, upon which the Engineer will proceed with the procedure under this clause.”

SUB-CLAUSE 13.6 DAYWORKS

After the second paragraph, insert the following:

Dayworks shall be valued as follows:

Labour cost: as per Daywork Schedule in Part F of this document: this rate shall include nett disbursements to labour in the form of wages (in accordance with the current labour act), plus

Plant cost: as per Daywork Schedule in Part F of this document: this rate shall include all cost of plant (or plant hire) including fuel, lubricants but excluding operator cost, plus

Materials cost: actual cost of material, delivered to site, and

Overhead charge: as per Appendix to Tender: this adjustment factor (percentage) shall be applied to the total cost of Labour, Plant and Material, and shall cover overhead charges, site supervision and administration, insurances, and similar overhead costs, and

Reasonable Profit: as per Appendix to Tender: this percentage shall be applied to the sum of the above, including the overhead charge

SUB-CLAUSE 13.8 ADJUSTMENTS FOR CHANGES IN COST

Add the following at the end of this sub-clause:

The price submitted should be fixed for the next 12 months and shall only be subjected to an adjustment after 12 Months accordingly as per prescribed formulae under clause 13.8.

CLAUSE 14: CONTRACT PRICE AND PAYMENT

SUB-CLAUSE 14.2 ADVANCE PAYMENTS

Replace this sub-clause in its entirety with:

No advance payments will be made.

SUB-CLAUSE 14.3 APPLICATION FOR INTERIM PAYMENTS

Alter the first line of the sub-clause which reads, replace:

The Contractor shall submit a Statement in six copies to the Engineer after the end of each month, in a form approved by the Engineer,

with:

The Contractor shall by the 15th of each month, submit a Statement in electronic and printed format (one copy of each) to the Engineer in such format / layout as approved by the Engineer,

Add the following to the sub-clause:

The submitted Statement (“Claim”) shall be checked by the Engineer before the 20th of each month.

Should the Engineer concur with the measurements of the Contractor, the Engineer shall inform the Contractor to submit an Invoice for the claimed amount.

Should the Engineer not concur with the measurements of the Contractor, or identify arithmetical error, or determine that insufficient supportive documentation was submitted, he shall alert the Contractor to the situation and instruct the Contractor to review and resubmit his Claim.

SUB-CLAUSE 14.5 PLANT AND MATERIAL FOR PAYMENT AS MATERIAL ON SITE

Add the following to this sub-clause:

(c) (iii) have been demonstrated to be paid for in full by Contractor

SUB-CLAUSE 14.7 PAYMENT

In sub-sub-clause (b) replace “56 days” with “30 days”

Add the following to the end of the sub clause

Contractor shall state in the Particular Conditions to the Tender the percentage discount allowed for early payment as specified by the Contractor, i.e. within 7 days from receipt of invoice.

SUB-CLAUSE 14.8 DELAYED PAYEMENT

Before the first paragraph of this sub-clause, insert the following:

Non-waiver - Early payment by the Employer shall not entitle the Contractor to assume or demand such early payment.

Replace the second paragraph of this sub-clause with:

The financing charges shall be calculated at the annual rate of the First National Bank of Namibia (Pty) Ltd effective at the time of the invoice.

SUB-CLAUSE 14.10 STATEMENT AT COMPLETION

Replace “six copies of a statement” in the first paragraph with:

one electronic copy and one printed copy of the Claim statement in a format a format and layout approved by the Engineer

SUB-CLAUSE 14.13 ISSUE OF FINAL CERTIFICATE

Add the following to the sub-clause:

Issue of the Final Certificate shall be subject to Contractor submitting acceptable proof to the Engineer that all Subcontractors and Suppliers have been compensated in full for services / materials delivered.

ADDITIONAL SUB-CLAUSE 14.16 PAYMENTS OF SUBCONTRACTORS**14.16.1 Payments to Subcontractors**

The Contractor shall pay to the Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract.

14.16.2 Evidence of Payments

Before issuing a Payment, Certificate which includes an amount payable to a Subcontractor, Contractor shall supply to the Engineer reasonable evidence that the Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise.

Unless the Contractor:

- (a) submits this reasonable evidence to the Engineer, or
- (b) (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - (ii) submits to the Engineer reasonable evidence that the Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay, direct to the Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the Subcontractor was directly paid by the Employer.

CLAUSE 20: CLAIMS, DISPUTES & ARBITRATION

SUB-CLAUSE 20.3 FAILURE TO AGREE DISPUTE ADJUDICATION BOARD

Replace this sub-clause in its entirety with:

The appointing entity or official who shall appoint the sole member of the DAB shall be the President of the Engineering Council of Namibia.

SUB-CLAUSE 20.6 ARBITRATION

Replace this sub-clause in its entirety with:

The President of the Engineering Council of Namibia shall appoint an arbitrator or arbitrators in the event of the DAB's decision not becoming final and binding.

The rules of arbitration shall be the Rules of Conduct of Arbitration by the South African Association of Arbitrators applicable at the time of arbitration.

The place of arbitration shall be Windhoek, Republic of Namibia.

Section VIII - Contract Forms

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Contract Agreement

THIS AGREEMENT made on theday of,

between *[name of the Employer]*.

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

..... *[name of the Contractor]*.(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as

.....

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

The Employer and the Contractor agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (d) the Notification of award
 - (e) the Bid

Initials_____

- (f) the Addenda Nos
- (g) the Appendix to the General Conditions of Contract
- (h) the General Conditions of Contract;
- (i) the Specification
- (j) the Drawings; and
- (k) 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: _____ Signed by: _____
 for and on behalf of the Employer for and on behalf the Contractor

in the pres- in the pres-
 ence of: _____ ence of: _____
 Witness, Name Witness, Name

Date: _____

Initials _____

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)⁷ 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],⁸ 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)

⁷ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

⁸ 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.”

Initials _____