



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

05 JUNE 2025

**FOR PROCUREMENT OF
CONSTRUCTION OF ELECTRICAL RETICULATION FOR NHE HOUSING DEVELOPMENT IN
NKURENKURU EXTENSION 3**

PROCUREMENT REFERENCE NO:

W/ONB/NHE-05/24/25

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, D&P JOINT VENTURE 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

Table of Contents

PART 1 – BIDDING PROCEDURES.....	1
SECTION I – INSTRUCTIONS TO BIDDERS.....	4
SECTION II – BIDDING DATA SHEET (BDS)	18
SECTION IV – BIDDING FORMS.....	36
SECTION 14 – BILL OF QUANTITIES	57
PART 2 – EMPLOYER’S REQUIREMENTS	69
SECTION 7 – SCOPE OF WORK.....	70
SECTION 8 – PROJECT SPECIFICATIONS	71
SECTION 9 – DRAWINGS	87
SECTION 10 – SPECIFICATIONS AND COMPLIANCE SHEET	88
PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS	89
SECTION 11 – GENERAL CONDITIONS OF CONTRACT (GCC)	90
SECTION 12 – SPECIAL CONDITIONS OF CONTRACT (SCC)	126
SECTION 13 – CONTRACT AGREEMENT	132

PART 1 – BIDDING PROCEDURES

Table of Contents

A. GENERAL 4

 1. SCOPE OF BID 4

 2. SOURCE OF FUND 4

 3. PUBLIC ENTITIES RELATED TO BIDDING DOCUMENTS & TO APPLICATION FOR REVIEW 4

 4. FRAUD AND CORRUPTION..... 5

 5. ELIGIBLE BIDDERS..... 6

 6. QUALIFICATIONS OF BIDDERS 7

B. CONTENTS OF BIDDING DOCUMENT..... 8

 7. SECTIONS OF BIDDING DOCUMENT 8

 8. CLARIFICATION OF BIDDING DOCUMENT 8

 9. SITE VISIT / PRE-BID MEETING 9

 10. AMENDMENT OF BIDDING DOCUMENT 9

C. PREPARATION OF BIDS 9

 11. COST OF BIDDING 9

 12. LANGUAGE OF BID..... 9

 13. DOCUMENTS COMPRISING THE BID..... 9

 14. BID SUBMISSION FORM AND SCHEDULES..... 10

 15. ALTERNATIVE PROPOSAL 10

 16. BID PRICES AND DISCOUNTS 10

 17. CURRENCIES OF BID AND PAYMENT..... 11

 18. DOCUMENTS COMPRISING THE TECHNICAL PROPOSAL..... 11

 19. PERIOD OF VALIDITY OF BIDS 11

 20. BID SECURITY/BID SECURING DECLARATION 11

 21. FORMAT AND SIGNING OF BID..... 12

D. SUBMISSION AND OPENING OF BIDS 12

 22. SEALING AND MARKING OF BIDS 12

 23. DEADLINE FOR SUBMISSION OF BIDS..... 12

 24. LATE BIDS 13

 25. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS 13

 26. BID OPENING..... 13

E. EVALUATION AND COMPARISON OF BIDS 13

 27. CONFIDENTIALITY..... 13

 28. CLARIFICATION OF BIDS 13

 29. DETERMINATION OF RESPONSIVENESS 13

 30. NON-CONFORMITIES, ERRORS, AND OMISSIONS 14

31.	CORRECTION OF ARITHMETICAL ERRORS	14
32.	MARGIN OF PREFERENCE	15
33.	EVALUATION OF BIDS	15
34.	COMPARISON OF BIDS	15
35.	QUALIFICATION OF THE BIDDER.....	15
36.	EMPLOYER’S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS	16
F.	AWARD OF CONTRACT	16
37.	AWARD CRITERIA	16
38.	NOTIFICATION OF AWARD	16
39.	SIGNING OF CONTRACT	16
40.	PERFORMANCE SECURITY	17
41.	ADVANCE PAYMENT AND SECURITY	17
42.	PLANT AND MATERIALS ON SITE	17
43.	DEBRIEFING	17

Section I – Instructions to Bidders

A. GENERAL

1. SCOPE OF BID

1.1 The Public Entity as defined in Section II “Bidding Data Sheet” (**BDS**) also referred to herein as Employer invites bids for the construction of Works, as **described in the BDS** and Section VII, “Special Conditions of Contract” (SCC).

The name and identification number of the Contract are **provided in the BDS and the SCC**.

1.2 The successful Bidder shall be compelled to complete the Works within stipulated contract period **specified in the BDS**.

1.3 Throughout these bidding documents, the terms:

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt.
- (b) if the context so requires, “singular” means “plural” and vice versa.
- (c) “day” means calendar day unless otherwise stated.

2. SOURCE OF FUND

2.1 The Works shall be financed by the Public Entity’s own budgetary allocation, **unless otherwise stated in the BDS**.

3. PUBLIC ENTITIES RELATED TO BIDDING DOCUMENTS & TO APPLICATION FOR REVIEW

3.1 The public entities related to these bidding documents are the Public Entity, acting as procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)

**The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**

4. FRAUD AND CORRUPTION

- 4.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.
- 4.2 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

For the purposes of this Sub-Clause:

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

5. ELIGIBLE BIDDERS

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

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) Experience and Evidence of performance of works in electrical reticulation 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 for the preceding 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 may be made under the Contract, of no less than the amount **specified in the BDS**.

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

B. CONTENTS OF BIDDING DOCUMENT

7. SECTIONS OF BIDDING DOCUMENT

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

Section I - Instructions to Bidders (ITB)

Section II- Bidding Data Sheet

Section III - Evaluation Criteria

Section IV - Bidding Forms

Section V - Employer's Requirements

Section VI – General Conditions of Contract

Section VII- Special Conditions of Contract

Section VIII - Contract Forms

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

8. CLARIFICATION OF BIDDING DOCUMENT

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

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

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

9. SITE VISIT / PRE-BID MEETING

9.1 Bidders, at the Bidders' own responsibility and risk, must visit and examine the Site of Works and its surroundings and obtain all information that is necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.

9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

10. AMENDMENT OF BIDDING DOCUMENT

10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, where applicable.

C. PREPARATION OF BIDS

11. COST OF BIDDING

11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.

12. LANGUAGE OF BID

12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.

13. DOCUMENTS COMPRISING THE BID

13.1 The Bid shall comprise the following:

- (a) Bid submission Form (in the format indicated in Section IV).
- (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract.
- (c) Completed Bill of Quantity.
- (d) the following documentary evidence is required

For the bid to meet the mandatory requirements, the bidder must submit the following documents as outlined in section 50 of the Act:

- (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) -

- 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.
- (d) a written undertaking as contemplated in section 138(2) of the Labour Act, 2007(Act No. 11 of 2007), and
- (e) a certified copy of a valid –
- (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,
- but a bidder or supplier who is a sole proprietor only needs to comply with the provisions of paragraph (a) to (d).
- (f) Bid Securing Declaration form must be fully completed and signed (in accordance with the format indicated in Section III).
- (e) Additional material as **specified in the BDS**.

14. BID SUBMISSION FORM AND SCHEDULES

14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, where applicable.

15. ALTERNATIVE PROPOSAL

15.1 Alternative Technical Proposals and completion dates where permissible shall be indicated in Section V - Specifications. The evaluation methodologies for their consideration shall be provided in Section III.

16. BID PRICES AND DISCOUNTS

16.1 The Contract shall be for the complete scope of Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantity submitted by the Bidder.

16.2 Bidders shall provide rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is provided by Bidders, shall not be paid for by the Public Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

16.3 All duties, taxes, and other levies payable by the Bidder under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by Bidders.

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

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

17. CURRENCIES OF BID AND PAYMENT

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

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

18. DOCUMENTS COMPRISING THE TECHNICAL PROPOSAL

18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section IV), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion timeline.

19. PERIOD OF VALIDITY OF BIDS

19.1 Bids shall remain valid for a period **specified in the BDS**. The Bid Validity period should not exceed 180 days.

19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

20. BID SECURITY/BID SECURING DECLARATION

20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so, **required in the BDS**.

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

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

20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security

format contained in Section III or the Bid Surety Declaration contained as Appendix to the Bid Submission Form.

21. FORMAT AND SIGNING OF BID

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

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

D. SUBMISSION AND OPENING OF BIDS

22. SEALING AND MARKING OF BIDS

22.1 Bidders may always submit their bids by registered post or by hand. The onus shall lie entirely with the bidder to ensure timely and successful delivery. The Procuring Entity shall bear no responsibility for delays, or non-receipt arising from postal or courier services.

22.2 Procedures for submission, sealing and marking are as follows:

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

22.3 The inner and outer envelopes shall:

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

23. DEADLINE FOR SUBMISSION OF BIDS

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

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

24. LATE BIDS

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

25. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

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

26. BID OPENING

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

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

E. EVALUATION AND COMPARISON OF BIDS

27. CONFIDENTIALITY

27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.

27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions shall result in the disqualification of its bid.

28. CLARIFICATION OF BIDS

28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, request any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

29. DETERMINATION OF RESPONSIVENESS

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.

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

29.4 If a bid is not compliant to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. NON-CONFORMITIES, ERRORS, AND OMISSIONS

30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid or request that the Bidder submit the necessary information or documentation, to rectify non-material non-conformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable non-material non-conformities related to the Bid Price.

31. CORRECTION OF ARITHMETICAL ERRORS

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

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32. MARGIN OF PREFERENCE

32.1 Unless otherwise specified in the BDS, Margin of preference shall apply.

33. EVALUATION OF BIDS

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

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

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

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

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

34. COMPARISON OF BIDS

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

35. QUALIFICATION OF THE BIDDER

35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.

36. EMPLOYER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. AWARD OF CONTRACT

37. AWARD CRITERIA

37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

38. NOTIFICATION OF AWARD

38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by issuance of a Notice of intention to award a procurement contract. The Notification of intention to 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 the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Employer's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
- (ii) an executive summary of the Bid Evaluation Report.

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

39. SIGNING OF CONTRACT

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

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

40. PERFORMANCE SECURITY

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

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

41. ADVANCE PAYMENT AND SECURITY

41.1 The Public Entity shall not provide an Advance Payment on the Contract Price

42. PLANT AND MATERIALS ON SITE

42.1 Unless otherwise **specified in BDS** no interim payment for Plant and Material on site is applicable as per GCC 39.7.

43. DEBRIEFING

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

Section II – Bidding Data Sheet (BDS)

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

A. General	
ITB 1.1	<p>The Public Entity is: National Housing Enterprise (NHE)</p> <p>The Works are - the Scope of Works includes the following:</p> <ul style="list-style-type: none"> a) Electrical Reticulation network installations (MV cabling, feeder cabling, service cabling, and distribution kiosks). b) One minisub station building construction, wiring and equipment installation. c) Streetlights installation and earthing. d) Service cables installation. <p>The name and identification of the Contract are:</p> <p>THE CONSTRUCTION OF ELECTRICAL RETICULATION FOR NHE HOUSING DEVELOPMENT IN NKURENKURU EXTENSION 3</p> <p>Reference number: W/ONB/NHE-05/24/25</p>
ITB 1.2	The Intended Completion period is days from start date: Eight (8) months
ITB 2.1	The Funding Agency is: National Housing Enterprise
ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit .</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr .</p>
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows:
ITB 6.2 (c)	<p>Experience of at least five (5) years in electrical reticulation works and size and clients who may be contacted for further information on those contracts.</p> <p>This should be works relating to construction of electrical reticulation 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"> 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"> i. Bidder must provide proof of a qualified electrician in possession of a wireman license in their organogram (staff structure). If a bidder does not have any documentary evidence of an electrician with a wireman licence, the bid will be disqualified from the evaluation process. ii. Submission of relevant documentation and certified qualifications of the electrician and other essential staff is compulsory.
ITB 6.2 (g)	Availability of funds equivalent to 30% of the bid price. Proof of funds to be submitted from Financial Institutions.
ITB 6.3	To qualify for the award of the contract, bidders shall meet the following minimum qualifying criteria:
ITB 6.3 (b)	<p>Experience as <u>prime contractor in one or more projects</u> for the construction of electrical works 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"> iii) Practical Completion and/or Final Completion Certificate(s), for from the Project Consultant, Principal Agent and/or Project Employer. iv) 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>Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment required for the performance of the contract. The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <ol style="list-style-type: none"> i. TLB ii. Any other equipment relevant for the construction of electrical reticulation.

ITB 6.3 (d)	<p>Contract Manager/Supervisor with five 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 and mandatory.</p> <p>CV must indicate that the person is employed by the bidder, or a letter of intent should be attached.</p> <p>Diploma in Electrical Engineering, Quantity Surveying or Construction Management.</p>
ITB 6.3	<p>NORED registration certificate as a contractor.</p> <p>If a bidder does not have this registration, the bid will be disqualified from the evaluation process.</p>
B. Bidding Documents	
ITB 8.1	<p>The Public Entity's address for enquiries/clarification in writing only is:</p> <p>National Housing Enterprise,</p> <p>Email: procurement@nhe.com.na</p> <p>Postal: Procurement Management Unit 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 for submission).</p>
ITB 9	<p>A compulsory pre-bid meeting has been scheduled for:</p> <p>Date: 25 June 2025</p> <p>Time: 10h00 am</p> <p>Place: Onsite in Nkurenkuru</p> <p>NB*</p> <p><i>Bidder(s) are responsible for their own transport for the site and Pre-bid meeting.</i></p> <p><i>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

The Bid shall comprise the following bidding forms:

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 and ability to perform the contract.
4. Duly completed Bill of Quantity; and
5. **Mandatory Legal Requirements: (Failure to submit will result in disqualification)**

For the bid to meet the mandatory requirements, the bidder must submit the following documents as outlined in section 50 of the Act:

- (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) –
 - (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.
- (d) a written undertaking as contemplated in section 138(2) of the Labour Act, 2007(Act No. 11 of 2007), and
- (e) a certified copy of a valid –
 - (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

	<p>the trust deed for a trust registered under the laws regulating trusts in Namibia, or</p> <p>(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, 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> <ol 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
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	The Bidder shall subscribe to a Bid Securing Declaration (on the form provided or in the format indicated in Section III) (Any Bid not accompanied by a subscription shall be rejected and regarded as non-responsive)
D. Submission and Opening of Bids	
ITB 21.1	The number of copies of the Bid to be completed and returned shall be:

	<p>One (1) original and one (1) copy. They should be clearly marked “ORIGINAL” & “COPY”</p> <p>Relevant pages shall be signed, and all other pages shall be initialled. Failure to sign in accordance with this requirement will result in bid being rejected as non-responsive</p>
ITB 21.2	<p>a) This authorization shall consist of written confirmation and shall be attached to the bid. It shall include –</p> <ul style="list-style-type: none"> (i) a delegation of power by resolution of the Board of a company; or (ii) from the CEO, himself holding power from the Board; or (iii) from a Director being a shareholder of a company; or (iv) 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> <ul 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</p> <p>Attention: Noreen Siyanga (Head: Procurement Management Unit)</p> <p><u>The deadline for submission of bids shall be:</u></p> <p><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 ELECTRICAL RETICULATION FOR NHE HOUSING DEVELOPMENT IN NKURENKURU EXTENSION 3” • “Bid Reference Number: W/ONB/NHE-05/24/25 <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>

	Date and time: <u>Wednesday, 16 July 2025 at 10:15 am</u>
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, by either submitting any documentary proof or by completing the source of funds declaration form in this document.</p>
ITB 40.1	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 of the contract price inclusive of provisional and contingencies sum and VAT.

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 is responsive to the bid requirements. The Criteria hereunder are derived from the ITB and BDS. No additional criteria not specified herein shall be utilized 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.** (this may be problematic)

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 funds to be utilized in the execution of its contract and further 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.

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	<p>means a person or company that is involved in the physical or chemical transformation of materials or components into new products whether or not –</p> <p>a) the transformation is through work-</p> <p style="padding-left: 20px;">i) performed by a power-driven machine or by hand,</p> <p style="padding-left: 20px;">ii) done in a home or factory, or</p> <p>b) the new products are sold on wholesale or retail basis</p>	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	<p>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</p>	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	<p>a bidder who is a woman or whose minimum equity is 51% owned by Namibian women</p>	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	<p>“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)</p> <p>a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths</p>	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	<p>means persons contemplated in Article 23(2) of the Namibian Constitution and includes –</p> <p>a) women; and</p> <p>b) persons with any disability as defined in the National Disability Act, 2004 (Act No. 26 of 2004)</p>	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 ▪ certified copies of Namibian citizens employed by the bidder
TOTAL		10%	

Evaluation of Administrative and Legal Compliance
TABLE 1: Mandatory Legal Compliance

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)	

(Failure to Submit Prescribed Documents shall lead to Disqualification of the Bid)

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	

(Failure to Submit Prescribed Documents shall lead to Disqualification of the Bid)

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))	This should be works relating to construction of electrical reticulation and documentary evidence to be provided and should correspond accordingly. The evidentiary proof shall be in the form of either of the following: - 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> 	Works of similar nature and size for 5 (five) years or more	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 electrical works of a similar nature and complexity equivalent to the bid amount within the last five (5) years. (ITB 6.3 (b))	This should be works relating to construction of electrical reticulation and documentary evidence to be provided and should correspond accordingly. The evidentiary proof shall be in the form of either of the following: - Practical Completion and/or Final Completion	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	15%	

		<p>Certificate(s), from the Project Consultant, Principal Agent and/or Project Employer.</p> <p>- The said certificate(s) should be accompanied with a supporting, award letters, reference letter or any other documentary evidence indicating the following:</p> <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>value below the bid price but not less than 50% of bid price.</p>		
			<p>Experience as prime contractor in works below 50% of bid price</p>	5%	
			<p>No experience as Prime Contractor</p>	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"> • TLB • Any other equipment relevant for the construction of electrical reticulation 	<p>List of plant attached + proof of ownership/lease of at least 3 or more of the plant mentioned.</p>	5%	5%
			<p>List of plant attached + proof of ownership/lease of at least 2 of the plant mentioned.</p>	2.5%	
			<p>List of plant attached + proof of ownership/lease of at least 1 of the plant mentioned.</p>	1%	
			<p>No proof provided</p>	0%	

4	<p>Contract Manager/Project Manager/Site Agent/Foremen with five years’ experience in works of an equivalent nature and volume, including no less than three years as Manager.</p> <p>Detailed CV of qualifications, job history and experience is required.</p> <p>Certified copies of qualifications in construction related disciplines or equivalent must be provided.</p> <p>Proposed personnel must work for the Bidder or provide letter of intent once Bidder is awarded the contract (proof must be attached).</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 accompanied by relevant documentation as required above should be submitted to NHE Project Manager. The proposed replacement is subject to Approval by 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"> • Position of Project/Contract Manager/Site Agent /Foreman must be indicated either in the bidding document or on the CV. • CV of Project/Contract Manager/Site Agent /Foreman must be provided. • Experience of Project/Contract Manager/Site Agent /Foreman must be of relevance to the current nature of bid. • Project/Contract Manager/Site Agent/Foreman must indicate 3 or more years’ experience in Managerial/Supervisory position. • Must work for bidder or there must be proof on intend to do so. • Diploma in Electrical Engineering, 	CV, 5 years and more relevant experience (works + management) & qualifications (must be attached) + must work for bidder or letter of intent	20%	20%
			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>i. Bidder must provide proof of a qualified electrician in possession of a wireman licence in their organogram (staff structure).</p> <p>ii. Submission of relevant documentation and certified qualifications of the electrician and other essential staff is compulsory.</p>	<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 three other CVs other than that of the one mentioned in criteria no.4 must be provided. 	Three different key personnel including an electrician with a wireman licence Detailed CV and relevant qualifications	15%	15%
			Two key personnel including an electrician with a wireman licence with detailed CV	10%	

	<p>If a bidder does not have any documentary evidence of an electrician with a wireman licence, the bid will be disqualified from the evaluation process</p> <p>At least two (2) more personnel must be listed with detailed CVs attached.</p> <p>Proposed personnel must work for the Bidder or provide letter of intent once Bidder is awarded the contract (proof must be attached).</p> <p>Detailed Organogram/ similar layout must be provided by bidders.</p>	<ul style="list-style-type: none"> • Must work for bidder or there must be proof on intend to do so. • Examples of such key personnel are – Foreman, Plumber, and must include an electrician with a wireman licence, • Engineer, QS, Bricklayer, Safety Officer, Carpenter etc. • All qualifications and IDs must be certified by a commissioner of oath. 	and relevant qualifications		
			Only an electrician with a wireman licence	5%	
			None of the above or No electrician with a wireman licence	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	NORED registration certificate as a contractor	If a bidder does not have this registration, the bid will be disqualified from the evaluation process.	Registered	2.5%	2.5%
			Not registered	0%	
9	Bidder attended Pre-bid meeting and Site visit	Pre-Bid Meeting Attendance Register completed	Attended	2.5%	2.5%
			Not attended	0%	
TOTAL					100%

Section IV – Bidding Forms

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

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
					Total=100%

6. Organizational Strength

Category	Total	Number of Namibians	Number of Formerly Disadvantage 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				

**Previously 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..**

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 agree fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document.
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2.
- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15.

- (j) Our firm, its affiliates, or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia.
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4.
- (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: _____

Seal of Company _____

Form – Self Declaration
SELF-DECLARATION FORM

Procurement Reference No: _____

Title: _____

I/We the undersigned declare that:

1. I / we are not dbarred 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***



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.*

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	<input type="checkbox"/>
			No	<input type="checkbox"/>

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.

Manufacture'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	<input type="checkbox"/>
			No	<input type="checkbox"/>

If yes, percentage indicating Namibian MSME ownership	<input type="text"/>
---	----------------------

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

If yes, percentage equity owned by Namibian women

4. Youth Owned Enterprise

TEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE	TICK	
		(to be submitted with the bid / all the documents required must be submitted)		
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	TICK	
		(to be submitted with the bid / all the documents required must be submitted)		
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	TICK	
		(to be submitted with the bid / all the documents required must be submitted)		
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.

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		
% LOCAL VALUE ADDED		

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

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 _____

Qualification Information

The information to be filled in by **bidders** in the following pages and Forms thereafter shall be used for purposes of post-qualification or for verification of prequalification as provided for in ITB Clause 6. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English.

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder:

Place of registration:

Principal place of business:

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

1.2 Annual amounts of construction work performed during the last **five (5) years**.

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

1.3 Number **two (2) projects/contract of works of a nature and amount similar** to the Works performed as prime Contractor over the last **five (5) years**. Also list details of work under way or committed, including expected completion date(s).

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

(a)			
(b)			
(c)			

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

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

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

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

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

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

(c)				
-----	--	--	--	--

1.7 Financial reports for the last **three (3) years**: Financial Statements for CCs and Audited Financials for Companies. *[List below and attach copies.]*

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

1.8 Evidence of access to financial resources to meet the qualification requirements: Either Cash, Overdrafts. List below and attach copies of supporting documents.

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

1.9 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)			

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

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

- 1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents. *[attach proposed program]*
- 2. **Additional Requirements**
 - 2.1 Bidders should provide any additional information requested in the Bidding Document.

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

REPORT: PERFORMANCE EVALUATION OF CONTRACTOR

A	GENERAL INFORMATION				
	CLIENT/CONSULTANT:		Tel: Fax:		
	PROJECT NAME AND CLIENT:				
	NAME OF CONTRACTOR:				
	SIZE OF CONTRACTOR'S FIRM		SMALL	MEDIUM	LARGE
	TYPE OF PROJECT:	NEW WORK	ALTERATIONS & ADDITIONS	RENOVATIONS	
	APPROXIMATE VALUE OF PROJECT:	N\$			
	CONTRACT PERIOD:	months	REVISED CONTRACT PERIOD (incl. granted extensions of time)		months
	WAS THE CONTRACT COMPLETED WITHIN THE REVISED PERIOD?	YES	NO	IF NO, SEE C	

A	PERFORMANCE EVALUATION OF CONTRACTOR					
	THE CONTRACTOR IS TO BE GRADED ON A SCALE OF 1 TO 5:	POOR	BELOW AVERAGE	AVERAGE	ABOVE AVERAGE	EXCELLENT
1	Management Skills:	1	2	3	4	5
2	Site Organization:	1	2	3	4	5
3	Site Cleanliness:	1	2	3	4	5
4	Safety of Worker:	1	2	3	4	5
5	Co-Ordination & Timeous Payment of Subcontractors/Suppliers:	1	2	3	4	5
6	Co-ordination of Domestic Subcontractors:	1	2	3	4	5
7	Quality of Wet Trades & External Works:	1	2	3	4	5
8	Quality of Workmanship of Domestic Subcontractors:	1	2	3	4	5
9	Attention to Detail & Finishing Off:	1	2	3	4	5
10	Attention & Response to Defects:	1	2	3	4	5
	TOTAL PERFORMANCE = TOTAL X2		%			
C	ADDITIONAL COMMENTS, IF ANY (POOR AND/OR EXCELLENT RATINGS SHOULD BE MOTIVATED)					

--	--

SIGNED:

Client / Consultant: _____ Date _____

Bidding forms authorised by:

Name:		Signature:	
Position:		Date:	
Authorized for and on behalf of (company):			

Initials _____

BILL OF QUANTITIES**Bill of quantities authorised by:**

Name:		Signature:	
Position:		Date:	
Authorized for and on behalf of (company):			

Initials_____

Bill of Quantities

1. Preamble of Bill of Quantities
 - 1.1 The quantities in these Bills of Quantities are not to be used for ordering materials.
 - 1.2 The Bills of Quantities form part of and must be read in conjunction with the specification, which contains the full description of the work described in the Bills of Quantities, reference should be made to the specification for the full meaning of description of work to be done and materials and equipment to be used in this service.
 - 1.3 The total tender price in the tender form shall constitute the contract price of the successful tenderer. Tenderers are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered.
 - 1.4 No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any alteration, or erasure be made, it will not be accepted but the original wording of the Bills of Quantities will be adhered to.
 - 1.5 The priced Bill of Quantities of the successful tendered will be checked and the Engineer reserves the right to call for adjustments in consultation with NHE to any individual price and to rectify any discrepancy.
 - 1.6 Variations in the scope and extent of the work included in the bills shall be allowed to meet the Employer's requirements and shall be measured and priced at rates entered in the bills, where appropriate, and shall form an addition to or deduction from the total of the Bills.
 - 1.7 Any items or variation for which rates have not been included in the Bills shall be agreed and prices as non-scheduled items in accordance with the provisions of the contract. The rules covering the extent and costing of the variation shall be those provided for in the form of conditions of contract.
 - 1.8 The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of contract.
 - 1.9 All fittings and accessories always include the connections thereto.
 - 1.10 All measurements are nett, unless otherwise stated, and tenderers must allow in the rate of wastage.

The quantities and rates included for day work shall form part of the tender price, but tenderers shall note that this item must be regarded as provisional and will only be payable to the contractor if and when a written order to this effect has been issued.

- 1.11 All provisional sums shall be expended as directed by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.

ELECTRICAL WORKS: SUMMARY OF SCHEDULE OF BILL OF QUANTITIES

		COST SUMMARY
PRELIMINARY AND GENERAL	N\$	-
EXCAVATION, BUILDERS & SITE WORKS	N\$	-
MEDIUM VOLTAGE	N\$	-
DISTRIBUTION KIOSKS	N\$	-
WIRES AND CABLING	N\$	-
KIOSK COMPONENTS & BREAKERS	N\$	-
EARTHING AND LIGHTNING PROTECTION	N\$	-
STREETLIGHTING	N\$	-
SUB - TOTAL EXCLUDING CONTINGENCIES	N\$	0.00
ADD 5% CONTINGENCIES	N\$	
SUB - TOTAL INCLUDING CONTINGENCIES	N\$	0.00
ADD 15% VAT	N\$	0.00
TOTAL COST ESTIMATE AMOUNT (VAT INCL.)		N\$ 0.00

ITEM NO	DESCRIPTION	UNIT	BILLED QNTY	RATE (N\$)	AMOUNT (N\$)
					-
1	<u>PART 1: PRELIMINARY AND GENERAL</u>				-
					-
	Bidders shall allow for all preliminary and general expenses not covered in the Bill of Quantities. The Bidder acknowledges by submission that the Employer reserves the right to adjust the scope of work to any degree, without recourse for renegotiation of rates. The Employer, however, also reserves the right negotiate the rates in case of a variation.				-
1.1	Compliance to General and Special Conditions of Contract	Sum	1		-
1.2	Performance guarantee/surety	Sum	1		-
1.3	Programme of works	Sum	1		-
1.4	Transport	Sum	1		-
1.5	Site establishment	Sum	1		-
1.6	Progress meetings	Sum	1		-
1.7	Survey and setting out (line routes, pole positions, kiosks, manholes etc. to verify position on planning and avoid conflicts with other services)	Sum	1		-
1.8	Attendance for measurement	Sum	1		-
1.9	Site supervision	Sum	1		-
1.10	Test and inspection prior to completion with NORED inspectors	Sum	1		-
1.11	Marking-up of record drawings	Sum	1		-
1.12	Insurance (theft, damage, liability, etc.)	Sum	1		-
1.13	NORED Network Contribution fee (Bidders should Allow for administration fee in in this item)	Sum	1		-
TOTAL PART 1: PRELIMINARY AND GENERAL CARRIED TO SUMMARY					-

ITEM NO	DESCRIPTION	UNIT	BILLED QNTY	RATE (N\$)	AMOUNT (N\$)
					-
2	<u>PART 2 : EXCAVATION, BUILDERS & SITE WORKS</u>				-
					-
2.1	Excavation				-
2.1.1	Excavate in soft/pickable soil for MV & LV cable/sleeve trenches, select materials, backfill, compact to 95% of Mod AASHTO), and dispose of surplus and unsuitable material. Trenches 1000 mm wide and 900 mm deep.	m	3000		-
2.2	Plastic Warning Tape				-
2.2.1	150 mm wide to SANS standard installed in all electrical cable trenches on blinding layer 200 mm above cables	m	170		-
2.3	uPVC sleeves				-
2.3.1	Class 9 uPVC sleeves, buried at 600-1000 mm below NGL., including galvanized draw wire installed as well as end caps where required, excluding trenching and backfill.	m	800		-
2.4	Precast concrete cable/sleeve marker				-
2.4.1	300x300x200 mm (LxWxD) of 25 MPa concrete (min) with indent in top for 101x76 mm lead plaque insert, labelled as per details.	No	12		-
TOTAL PART 2: EXCAVATION, BUILDERS & SITE WORKS CARRIED TO SUMMARY					-

ITEM NO	DESCRIPTION	UNIT	BILLED QNTY	RATE (N\$)	AMOUNT (N\$)
3	<u>PART 3: MEDIUM VOLTAGE</u>				-
					-
3.1	Mini Substation				-
3.1.1	4 Elster MD meters, 2 main breakers, CTs, VTs, feeder breakers (for kiosks & streetlights) and any other accessories)	No	1		-
3.1.2	Transformer 315 kVA	No	1		-
3.1.3	Transformer cable terminations both MV and LV sides per transformer (allow for supply of glands, shrouds, termination kits, lugs and other accessories)	No	1		-
3.1.4	Substation earthing terminations to earth bars/ earth mat complete (allow for supply of lugs and other accessories) per substation	No	1		-
3.1.5	Warning signs (complete set for each substation building) per mini substation	No	1		-
3.1.6	Supply and install a reinforced concrete slab plinth designed to support a 315 kVA transformer. The plinth shall have a minimum thickness of 250 mm. The concrete mix must achieve a compressive strength of 25 Mpa	No	1		-
3.2	Medium Voltage Cabling				-
3.2.1	<u>11 kV/6kV Cable, armored, individually screened</u>				-
3.2.1.1	70 mm ² , 3 core, XLPE copper cable	m	170		-
3.2.1.2	70mm ² , 3 core, PILC / XLPE copper cable termination, allow for termination kit, lugs, shroud etc.	No	1		-
3.2.2	<u>11kV Cable Joint</u>				-
3.2.2.1	70 mm ² , 3 core, PILC / XLPE copper cable	No	2		-
TOTAL PART 3: MEDIUM VOLATGE CARRIED TO SUMMARY					-

ITEM NO	DESCRIPTION	UNIT	BILLED QNTY	RATE (N\$)	AMOUNT (N\$)
4	<u>PART 4 : DISTRIBUTION KIOSK</u>				-
					-
	Supply, delivery and installation of distribution pillars, to NORED requirements & specifications and approval of Project Manager, complete with panel, bus bars, doors, legend card holder, labels etc., but excluding switch gear; with concrete strip footing / plinth (measured elsewhere)				-
4.1	Polyethylene kiosk				-
4.1.1	12-meter way double door enclosure	No	2		-
4.1.2	18-meter way double door enclosure	No	15		-
4.2	Labelling				-
	Aluminium Engraved Labels 10 mm letters (e.g.) "KIOSK K1.1.1". Labels with 5 mm high red letters on ENGRAVED ALUMINIUM as "LOCAL MAIN-SWITCH OFF IN CASE OF EMERGENCY".Labels with 5 mm high black letters on a white background as "SUPPLY FROM XXX WITH YYY + ZZZ" where XXX is the cable origin, YYY is the size and type of supply cable and ZZZ is the size and type of earth conductor. The actual letters will be supplied by the Project Manager when they are ready.				-
4.2.1	Labelling as number strip below switchgear with neat legend card in door holder	No	17		-
TOTAL PART 4 : DISTRIBUTION KIOSK CARRIED TO SUMMARY					-

ITEM NO	DESCRIPTION	UNIT	BILLED QNTY	RATE (N\$)	AMOUNT (N\$)
5	PART 5 : WIRES AND CABLING				
	(a) Rates shall allow for supply, delivery, handling, transporting, inserting, and laying the cables in prepared trenches, threading through sleeves, draw-in, saddling, cutting, laying on cable trays, but shall exclude trench excavations, preparation of trenches and backfilling, wire ways, terminations etc. which are measured elsewhere. (b) Allow also for all LV joints required in the cable rates, no LV joints will be invoiced separately. Note -all joints to be approved and inspected by the Project Manager. (c) Cables shall be measured linearly over all lengths as laid or built from gland to gland.				
5.1	Armoured Cables				
5.1.1	70mm ² x 4C PVC SWA PVC	m	1820		-
5.1.2	50mm ² x 4C PVC SWA PVC	m	570		-
5.1.3	35mm ² x 4C PVC SWA PVC	m	80		-
5.1.4	16mm ² x 4C PVC SWA PVC(Streetlights)	m	1993		-
5.1.5	10mm ² x 2 PVC SWA PVC(Service connection)	m	18000		-
5.2	Earth Continuity Conductor				-
	Insulated stranded copper earth continuity conductor laid and buried in trenches and wireways to run with all feeder cables. Allow for cable joint for bare copper conductor (including earth conductors) including non-insulating ferrule and any other accessories and labour needed to produce a complete installation.				-
5.2.1	70 mm ²	m	1820		-
5.2.2	35 mm ²	m	570		-
5.2.3	25 mm ²	m	80		-
5.2.4	10 mm ² (for streetlights and service cables)	m	19993		-
5.3	Cable termination				-
	Cable termination (weather and waterproof) for copper conductors armoured cables including termination lugs, CCG or equal gland kit with shrouds, locknut earth tag etc., making off, bonding and connections; gland size:				-
5.3.1	Size 4 (50-70 mm ² 4C)	No	36		-
5.3.2	Size 3 (16-35 mm ² 4C)	No	6		-
5.3.3	Size 2 (10-16 mm ² 2C)	No	172		-
TOTAL PART 5: WIRES AND CABLING CARRIED TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	BILLED QNTY	RATE (N\$)	AMOUNT (N\$)
6	<u>PART 6: KIOSK COMPONENTS & BREAKERS</u>				
					-
6.1	Three Pole JSO, 25kA Isolator				-
6.1.1	150A	No	9		-
6.1.2	100A	No	8		-
6.2	A Single-Phase CB				-
6.2.1	80A	No	172		-
6.3	Three pole, JSN, 25kA Circuit Breaker				-
6.3.1	150 A	No	9		-
6.3.2	100 A	No	8		-
					-
6.4	Distribution board and metering				-
	All distribution boards shall be as specified and shall be of sufficient size to accommodate all equipment specified and provide at least 40% spare ways.				-
6.4.1	24 Mod Flush Samite front + Tray steel distribution board	No	172		-
6.4.2	Prepaid Split meter from City of Windhoek	No	172		-
					-
TOTAL PART 6: KIOSK COMPONENTS & BREAKERS CARRIED TO SUMMARY					-

ITEM NO	DESCRIPTION	UNIT	BILLED QNTY	RATE (N\$)	AMOUNT (N\$)
7	<u>PART 7: EARTHING AND LIGHTNING PROTECTION</u>				-
					-
7.1	Mini-substation Earthing				-
7.1.1	Excavations not accounted for elsewhere. Bidder to include cost and allow for over-excavation necessary for specified depth(s); this will not be treated as an extra.	No	1		-
7.1.2	Earth mat (MV or LV) for distribution substation and kiosks as detailed in the project specifications. The rate must include all the excavations, necessary connections from the earth mat to the mini-sub or kiosk and labour.	No	18		-
TOTAL PART 7 : EARTHING AND LIGHTNING PROTECTION CARRIED TO SUMMARY					-

ITEM NO	DESCRIPTION	UNIT	BILLED QNTY	RATE (N\$)	AMOUNT (N\$)
8	PART 8: STREETLIGHTING				
8.1	Allow for PVC covered 2.5mm ² Cu conductors from luminaire to the Circuit Breaker. Also allow for any other accessories and labour that may be required to produce a complete installation.	No	54		-
8.2	8m mounting height, fiberglass reinforced polyester lighting poles c/w stainless steel spigot	No	54		-
8.3	Termination of all incoming/outgoing cables on the streetlight pole, complete including mechanical clamps, glands, lugs and corrosion proof bolts, washers, spring washers and nuts etc.	No	54		-
8.4	Excavation, backfilling and compaction for streetlight poles	No	54		-
8.5	Luminaires				-
8.5.1	BekaLane complete with switchgear, housing, UV resistant polycarbonate diffuser and 100 W LED HPS lamp etc., side entry or bottom and include installing a streetlight fitting to streetlight pole	No	54		-
8.6	Streetlight Panel (In the Mini Substation)				-
8.6.1	Streetlight panel	No			-
8.6.2	Elster A1140 Class 1 meter	No	2		-
8.6.3	3 Phase Contactor	No	4		-
8.6.4	Daylight Switch	No	4		-
8.6.5	Streetlight Feeder Breaker in LV Panel 3X60A TP	No	4		-
8.6.6	Ripple Controller supplied by NORED	No	2		-
8.6.7	Streetlight Controller MCB 3X60A TP	No	2		-
8.6.8	Feeder Breakers 60A SP	No	2		-
8.6.9	Control/ Bypass Breaker 5A SP	No	2		-
TOTAL PART 8: STREETLIGHTING CARRIED TO SUMMARY					-

PART 2 – Employer’s Requirements

Engineer in this section has the same meaning as Project Manager elsewhere in the Bidding Documents

SCOPE OF WORK

The Scope of Works includes the following:

- a) Electrical Reticulation network installations (MV cabling, feeder cabling, service cabling, and distribution kiosks).
- b) One 315 KVA minisub installation, wiring and equipment installation.
- c) Streetlights installation and earthing.
- d) Service cables installation.

PROJECT SPECIFICATIONS

1. INTRODUCTION

These Standard Specifications cover the general technical requirements for the equipment, materials, installation, testing, commissioning and maintenance of electrical installations. These requirements shall be read in conjunction with the bill of quantities and drawings.

2. THE WORKS

Scope of the work:

- a. Electrical reticulation network (MV cabling, feeder cabling, service cabling and distribution kiosks).
- b. Substation Building wiring and electrical equipment installation
- c. Street lighting

NB: All excavations for MV cable, feeder cables and streetlight cabling will be done by the electrical contractor including bedding, back filling, compaction and removal of residual material. The road crossing sleeves will be supplied and installed by the roads/ civil contractor. Where existing tarred roads are to be crossed, the electrical contractor will do all the excavations and fix it back to the original state at the rate supplied in this document.

3. INSTALLATION WORK

The complete installation shall comply with the requirements of this Specification. Should any discrepancies or contradictions exist between this specification and the Detail Technical Specification for the specific installation, then the latter shall take precedence.

In the event of discrepancies between the drawings, specifications and bill of quantities the Consultant shall decide whether the work as executed shall be re-measured on site or whether re-measurement shall be affected from the working drawings only.

The authorised representative will inspect the installation from time to time during the progress of the work. Discrepancies will be pointed out to the Contractor, and these shall be remedied at the Contractor's expense. Under no circumstances shall these inspections relieve the Contractor of his obligations in terms of the Documents.

The Contractor shall notify the Consultant timeously when the installation reaches important completion milestones (e.g. before closing cable trenches, before casting concrete, etc.) so that the authorised representative may schedule his inspections in the best interest of all parties concerned.

4. SITE CONDITIONS

Bidders are advised to visit the site and acquaint themselves with all local conditions pertaining to the execution of the installation before tender closing date. No claims from the Contractor which may arise from insufficient knowledge of site access, type of site, labour conditions, establishment space, transport and loading/unloading facilities, power and water supply, etc. will be considered after submission of tenders.

For services where prior permission is required before contractors can visit the site, a visit will be arranged for all interested parties.

5. ARRANGEMENTS WITH THE SUPPLY AUTHORITY

The contractor shall give all notices required by and pay all necessary fees, including any inspection fees, which may be due to the local Supply Authority Northern Regional Electricity Distributor (NORED).

It shall be the responsibility of the Contractor to make the necessary arrangements with the local Supply Authority at his own cost and to supply the labour, equipment and means to inspect, test and commission the installation to the satisfaction of the Local and Supply Authorities.

The Contractor shall supply and install all notices and warning signs that are required by the relevant laws, regulations and/or the Documents.

6. MATERIAL AND EQUIPMENT

All material and equipment shall conform in respect of quality, manufacture, tests and performance, with the requirements of the NORED Guidelines for New Developments, South African Bureau of Standards or where no such standards exist, with the relevant current Specification of the British Standards Institution.

All material and equipment shall be of high quality and suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed, stored and used. Should the materials not be suitable for use under temporary site conditions then the Contractor shall at his own cost provide suitable protection until these unfavourable site conditions cease to exist.

The Contractor shall submit samples of equipment, material and drawings (for kiosks, transformers, switchgear, LV panels etc) to the Consultant for approval prior to ordering. Samples may be retained in the possession until the contract is completed after which they will be returned.

7. INSTALLATION OF CABLES

This section covers the installation of cables for the distribution of power in buildings, other structures and in ground for system voltages up to 11 kV, 50 Hz.

CABLE TYPES

- (a) All cables and jointing and termination accessories used for power distribution shall comply with the Quality Specifications,
- (b) Cables with copper conductors shall be used throughout unless otherwise specified or approved by the Engineer.
- (c) All unarmoured cables shall be installed in metal trunking, sleeves or conduit unless clearly specified to the contrary.
- (d) XLPE Cables shall only be used in exceptional circumstances with the written permission of the Consultant.

IDENTIFICATION OF CABLES

Cables shall be identified at all terminations by means of punched metallic bands or marked with labels or tags.

The use of PVC tape with punched characters is not acceptable.

The identification numbers of cables shall be shown on "as built" drawings of the Installation.

8. TRENCHING

The Contractor shall be responsible for all trenching excavations. The Contractor shall, before trenching commences, familiarise himself with the routes and site conditions and the procedure and order of doing the work shall be planned in conjunction with the general construction programme for other services.

The Contractor shall acquaint himself with the position of all the existing services such as storm water pipes, water mains, sewer mains, gas pipes, telephone cables, etc. before any excavations are commenced. For this purpose, he shall approach the local municipal authority and any other authority which may be involved, in writing.

The Contractor will be held responsible for damage to any existing services brought to his attention by the relevant authorities and shall be responsible for the cost of repairs.

The Contractor shall take all the necessary precautions and provide the necessary warning signs and/or lights to ensure that the public and/or employees on site are not endangered.

Trenches shall be as straight as possible and shall be excavated to the dimensions indicated in this specification.

The bottom of the trench shall be of smooth contour and shall have no sharp dips or rises which may cause tensile forces in the cable during backfilling.

The excavated material shall be placed adjacent to each trench in such a manner as to prevent nuisance, interference or damage to adjacent drains, gateways, trenches, water furrows, other works, properties or traffic. Where this is not possible the excavated materials shall be removed from site and returned for backfilling on completion of cable laying.

Surplus material shall be removed from site and disposed of at the cost of the Contractor.

Trenches across roads, access ways or footpaths shall not be left open. If cables cannot be laid immediately the Contractor shall install temporary "bridges" or cover plates of sufficient strength to accommodate the traffic concerned.

In the event of damage to other services or structures during trenching operations the Contractor shall immediately notify the Consultant and institute repairs.

Prior to cable laying the trench shall be inspected thoroughly and all objects likely to cause damage to the cables either during or after laying shall be removed.

Where ground conditions are likely to reduce maximum current carrying capacities of cables or where the cables are likely to be subjected to chemical or other damage or electrolytic action, the Consultant shall be notified before installing the cables. The Consultant will advise on the course of action to be taken.

Extreme care shall be taken not to disturb surveyor's pegs. These pegs shall not be covered with excavated material. If the surveyor's pegs are disturbed, they shall be replaced by a person qualified to do so.

9. MECHANICAL EXCAVATORS

Power driven mechanical excavators may be used for trenching operations provided that they are not used in close proximity to other plant, services or other installations likely to be damaged by the use of such machinery.

The use of power-driven mechanical excavators shall be subject to the approval of the Consultant. Should the excavator produce trenches that exceed the required dimensions, payment based on volumetric excavation rates will be calculated on the required dimensions only.

10. ROUTES

Trenches shall connect the points shown on the drawings in a straight line. Any deviations due to obstructions or existing services shall be approved by the Consultant beforehand.

The Consultant reserves the right to alter any cable route or portion thereof in advance of cable laying. Payment in respect of any additional or wasted work involved shall be at the documented rates.

The removal of obstructions along the cable routes shall be subject to the approval of the Consultant.

11. DIMENSIONS OF TRENCHES

The width shall be increased where more cables are installed to allow for the spacings stipulated.

Where trenches change direction or where cable slack is to be accommodated, the Contractor shall ensure that the requirements of the relevant SANS Specification regarding the bending radii of cables are met when determining trench widths.

Payment will be made on a volumetric excavation rate calculated on the basis of the given maximum dimensions or the actual dimensions, whichever is the lesser.

12. BEDDING

The bottom of the trench shall be filled across the full width with a 75 mm layer of suitable soil sifted through a 6mm mesh and levelled off.

Only sandy clay or loam soil with a satisfactory thermal resistivity (not exceeding 1, 5°C m/W) may be used for this purpose. Sea or river sand, ash, chalk, peat, clinker or clayey soil shall not be used. The use of crusher sand is acceptable.

Where no suitable soil is available on site, the Contractor shall import fill from elsewhere and make all the necessary arrangements to do so. The cost of importing soil for bedding purposes shall be included in the unit rates for bedding.

After cable laying a further layer of bedding shall be provided to extend to 75 mm above the cables.

The bedding under joints shall be fully consolidated to prevent subsequent settling.

13. CABLE SLEEVES

Where cables cross under roads, railway tracks other service areas, etc. and where cables enter buildings, the cables shall be installed in cable sleeves of uPVC class 6 minimum. Pitch fibre and PVC pipes are not acceptable because of the adhesion that occurs after a period of time between the pipe and the sheathing or outer serving of the cables.

Pipes shall be joined in accordance with the manufacturer's instructions.

Sleeves shall crossroads and railway track at right angles.

Sleeves shall have a diameter of 110mm. They shall extend at least 2m beyond the tracks of a railway line or of the outermost tracks where there is more than one line. In the case of roads, the sleeves shall extend at least 1m beyond the road edge or kerb on both sides of the road.

The ends of all sleeves shall be sealed with a non-hardening watertight compound after the installation of cables. All sleeves intended for future use shall likewise be sealed.

14. BACKFILLING

The Contractor shall not commence with the backfilling of trenches without prior notification to the Consultant so that the cable installation may be inspected. Should the Contractor fail to give a timeous notification, the trenches shall be re-opened at the Contractor's cost. Such an inspection will not be unreasonably delayed.

For high voltage cables (1 kV to 11 kV) a coloured plastic marking tape shall be installed 400 mm above the cable. The tape shall be yellow, marked with the words "ELECTRIC CABLE/ELEKTRIESE KABEL" in red. These markings shall not be more than 1m apart from centre to centre.

Backfilling shall be undertaken with soil suitable to ensure settling without voids. The maximum allowable diameter of stones present in the backfill material is 75mm.

The Contractor shall have allowed in his bid for the importation of suitable backfill material if required.

The backfill shall be compacted in layers of 150mm and sufficient allowance shall be made for final settlement. The Contractor shall maintain the refilled trench at his expense for the duration of the contract. Surplus material shall be removed from site and suitably disposed of.

On completion, the surface shall be restored to match the surrounding area.

In the case of roadways or paved areas the excavations shall be consolidated to the original density of the surrounding material and the surface finish reinstated.

CABLE MARKERS (for HV cables only, except where otherwise specified)

Cable markers shall be provided along all HV cable routes but need only be provided along LV cable routes specified below.

Cable markers shall consist of concrete blocks in the shape of truncated pyramids, approx. 300mm high, 150 x 150mm at the top and 300 x 300mm at the bottom.

Brass plates shall be cast into the tops of the blocks in such a manner that they cannot be prised loose. The wording "ELECTRIC CABLE/ELEKTRIESE KABEL" shall be stamped on the brass plates as well as direction arrows and the cable voltage rating.

Cable markers shall be installed on the surface along all the underground routes and shall project 35 mm above normal ground level unless the projected markers could be a hazard to pedestrian or other traffic in which case they shall be installed flush with the surface.

Cable markers shall be installed at the beginning and end of a cable run (e.g. where a cable enters a substation or building), at all changes of direction, above all joints, above cable pipe entries and exits and at intervals not exceeding 50 m along the cable route.

The position of cable markers shall be indicated on the "as built" drawings.

15. INSTALLATION OF UNDERGROUND CABLES

All cable depth measurements shall be made to the top of the cable when laid directly in ground or to the top of the duct or sleeve where these are provided.

The above depths shall apply to the top layer where cables are installed in layers.

The Contractor may only deviate from the above depths provided prior authority in writing has been obtained from the Consultant. In this event the cables shall be protected with a suitable concrete covering.

16. CABLE SPACINGS

Cables installed in the same trench shall be laid parallel to each other with the following spacings between cables (LV: up to 1 kV; HV: 1 kV to 11 kV):

LV/LV	:	2 cable diameters
LV/HV	:	150mm minimum
HV/HV	:	150mm minimum
LV/HV/PILOT	:	1 cable diameter

Where HV and LV cables have to be installed in the same trench, both shall be laid at a depth of 800 mm and then covered with 200mm of soil. The soil shall then be compacted, and then backfilled layer by layer and compacted until the trench is completely backfilled.

Cables for telephones, communication systems and other low voltage systems (less than 50 V) shall be separated from power cables by at least 1m. All control or pilot cables without a lead sheath and steel armouring shall be laid at least 300mm from power cables.

Cables shall not be buried on top of each other unless layers are specified. The minimum spacing between layers shall be 200mm.

17. CABLE LAYING

Except where ducts, tunnels or pipes are provided, cables shall be laid directly in the ground.

The cable shall be removed from the drum in such a manner that the cable is not subjected to twisting or tension exceeding that stipulated by the cable manufacturer.

Cable rollers shall be used as far as possible to run out cables. Rollers shall be spaced so that the length of cable in the trench will be totally suspended during the laying operation and sufficiently close to prevent undue sagging and the cable from touching the ground. Rollers shall also be placed in the trench in such a manner that they will not readily capsize.

Cable rollers shall have no sharp projecting parts liable to damage the cables.

Where cables have to be drawn around corners, well-lubricated skid plates shall be used. The skid plates shall be securely fixed between rollers and shall constantly be examined during cable laying operations.

Where cables have to be drawn through pipes or ducts, a suitable cable sock shall be used and particular care shall be exercised to avoid abrasion, elongation or distortion of any kind. In the case of oil filled cables, a cable sock may never be used. Special eyes giving access to the interior of the cable must be utilised.

The maximum allowable tension when pulling a cable is 70 N/mm² of conductor area.

It will be assumed that the price or rates contained in the tender includes for the installation of cables in pipes and ducts or below existing or newly installed services.

The Consultant shall be informed timeously of the intention to carry out all cable laying operations to allow an inspection of the works by the Consultant.

18. INSTALLATION OF CABLES IN CONCRETE TRENCHES

GENERAL

This paragraph covers the installation of cables in building trenches, service ducts, etc. The trenches, ducts, etc. inside buildings will be constructed and installed by others.

INSTALLATION

Cables shall be installed in one of the following ways:

- (a) On horizontal cable trays.
- (b) On horizontal metal supports with suitable clamps.
- (c) On vertical cable trays or metal. Supports fixed to the side of the trench. The cables shall be clamped in position.

Cables shall not be bunched and laid on the floor of the building trenches.

COVERS

The covering of concrete trenches shall as a rule fall outside the scope of the electrical installation. The Contractor shall however be responsible for the cutting or drilling and smoothing of holes for cables through chequer plates, concrete or other coverings as required.

Cables shall enter and exit the trench through sleeves protruding 300mm beyond the covering. The sleeves shall be permanently secured in position and the open space between the cable and sleeves shall be sealed with a non-hardening, watertight compound.

19. FILLED TRENCHES

Where specified, floor trenches shall be filled with fine crusher sand (no river or sea sand).

If a sand filling is specified, the cables shall be fixed to non-corroding supports.

Sand-filled trenches other than in substations shall be covered in one of the following ways:

- (a) Reinforced concrete covers.

- (b) Sand and cement screed.
- (c) Removable chequered plates.

Method (a) above shall be used where vehicular traffic may be encountered over trenches. Unless otherwise specified allowance for a mass of 2 tons shall be made.

20. TERMINATION OF CABLES

Cable ends shall be terminated with glands or in cable boxes with the associated accessories such as clamps, shrouds, etc. complying in all respects with the quality specifications set out in this document.

Connection of cables to switchgear shall always be affected in such a way that the various phases, seen from the front of the switchgear will be in the following positions:

No. 1 conductor: left (red) (A)

No. 2 conductor: centre (white) (B)

No. 3 conductor: right (blue) (C)

Exposed armouring shall be covered with bitumen-based paint.

All cable ends shall be supplied with the necessary earth connection.

A channel or other approved means of support shall be provided to remove mechanical stress from the glands.

Cable cores shall be marked with heat-shrunk sleeves where necessary to identify the phases. Refer to SANS 10142.

The current-carrying capacity and breakdown voltage of the cable end shall be the same as for the complete cable.

Cables shall be terminated in accordance with the recommendations laid down by the manufacturers of the cables and glands employed.

CONNECTION OF CABLE CONDUCTORS

Suitable lugs shall be used, preferably solidly sweated to the cable conductor ends. Lugs may be crimped, using mechanical or pneumatic tools designed for this purpose, on condition that evidence is submitted that the method used complies with the performance requirements of BS 4579, Part 1: "COMPRESSION JOINTS IN COPPER".

Contact surfaces shall be thoroughly cleaned and smoothed and fixing bolts shall match the hole size of the lug.

Cables that are connected to clamp type terminals where the clamping screws are not in direct contact with the conductor need not be lugged but the correct terminal size shall be used.

Ferrules shall be used as far as possible where cable conductors are connected directly to equipment with screws against the conductor strands.

When cutting away insulation from cable conductors to fit into lugs, care shall be taken that no strands are left exposed. Under no circumstances may any of the conductor strands be cut away to fit into lugs.

21. JOINTS

Joints in cable runs will not be allowed unless authorized by the Consultant.

Jointing shall be carried out strictly in accordance with the manufacturer's instructions and by personnel competent in jointing the types of cables used.

During outdoor jointing operations, the joint bays shall be adequately covered by tents of waterproof material suitably supported. Where necessary a trench shall be excavated around the bay to prevent the ingress of moisture. The sides of the hole shall be draped with small tarpaulin or plastic sheeting to prevent loose earth from falling in during jointing operations.

The joint shall not impair the anti-electrolysis characteristics of the cable.

22. SERVICE DETAILS

Streetlights and kiosks shall be installed at the point where they will not obstruct access to nearby erven.

TABLE 1

ITEM	DEPTH (mm)	DISTANCE FROM ERF. BOUNDARY (mm)
Street lighting Pole	1500	300
Kiosk	450	300
Service Connection Cable	600	1400
Streetlights Cable	800	1400
LV Feeder Cable	800	1400
11kV Cable (MV)	800	1800

23. MEASUREMENTS FOR PAYMENTS

All measurements for payments shall be made jointly by the representatives of the Consultant and the Contractor and the Contractor shall obtain the signature of the Consultant Engineer including approval of such measurements.

No allowance shall be made for the breaking away of the trench sides, other earth movements or for trenches excavated in excess of the stipulated dimensions.

The classification shall be as follows:

Very hard rock shall mean rock that can only be excavated by means of explosives.

Hard rock shall mean granite, quartzitic sandstone, slate and rock of similar or greater hardness, solid shale and boulders in general requiring the use of jack hammers and other mechanical means of excavations.

Soft rock and earth shall mean rock and earth that can be loosened and removed by hand-pick and shovel.

Where very hard rock and hard rock are encountered, the prior approval of the Consultant shall be obtained before proceeding with the excavation. This requirement is stipulated in order to afford the Consultant the opportunity to determine whether an alternative cable route is justified.

All cable lengths indicated in the bill of quantities and/or shown in the cable route drawings shall be regarded as estimates and are given for tendering purposes only. The successful tenderer shall measure actual cable lengths on site before ordering.

The final price for the supply and installation of all cables will be adjusted, on the basis of the actual lengths of installed cables, in accordance with the unit rates quoted at the time of bidding. Cable lengths shall be measured on site to the nearest 500mm for this purpose and surplus cable will not be paid for.

24. EARTHING OF A GENERAL ELECTRICAL INSTALLATION

All earth conductors shall be stranded PVC insulated copper conductors unless specified otherwise. All earth conductor sizes shall be determined in accordance with SANS 10142. Where the earth does not form an integral part of the cable.

SWITCHBOARDS

A separate earth connection shall be supplied between the earth busbar of the main switchboard and the earth busbar of every sub-switchboard. These connections shall consist of bare or insulated stranded copper conductors installed along the same routes as the supply cables or in the same conduit as the supply conductors. Alternatively armoured cables with earth continuity conductors included in the armouring may be utilised.

SUB-CIRCUITS

The earth conductors of all sub-circuits shall be connected to the earth busbar in the supply switchboard in accordance with SANS 10142.

RING MAINS

Common earth conductors may be used where various circuits are installed in the same wiring channel in accordance with SANS 10142. In such instances the sizes of earth conductors shall be specifically approved by the Consultant. Earth conductors for individual circuits branching from the ring main shall be connected to the common earth conductor with T-ferrules or soldered. The common earth shall not be broken.

25. CONNECTIONS

Under no circumstances shall connection points, bolts, screws, etc. used for earthing be utilised for any other purpose. It will be the responsibility of the Contractor to supply and fit earth terminals or clamps on equipment and materials that must be earthed where these are not provided. Unless earth conductors are connected to proper terminals, the ends shall be tinned and lugged. Lugs may be crimped, using mechanical or pneumatic tools designed for this purpose, on condition that evidence is submitted that the method used complies with the performance requirements of BS 4579, Part 1: "COMPRESSION JOINTS IN COPPER."

26. MEDIUM VOLTAGE SUPPLY

STANDARD SIZES FOR MAIN MV FEEDER CABLES

NORED prefers the 185/150mm PILC cable for its main medium voltage network rings and 150mm² PILC/XLPE /70mm² XLPE for the sub-network rings

27. METERING KIOSKS

The kiosks that will be installed shall be of Polyethylene kiosk, for sizes up to 18 way, all other sizes shall be fiberglass or similar approved to SABS, with stainless steel hinges and equipped with the required number metering equipment.

The kiosk must also house an isolator (to isolate the kiosk) and a correctly rated circuit breaker to protect the downstream cable.

Each kiosk to be earthed separately (kiosk earth mat sketch attached (Section 32)). Separate earth and neutral bars are to be provided in the kiosk.

All circuit breakers are to be minimally rated for 20kA fault level.

28. LOW VOLTAGE CABLES

STANDARD SIZES FOR MAIN FEEDER CABLES

The size of feeder cables shall be 95mm² x 4 core, 70mm² x 4, 50mm² x 4 and 35mm² x 4 cores with copper conductors, as indicated on the drawings.

Earth cable (PVC insulated stranded copper cable) of the size equal or one size less than the feeder cable shall be provided for each feeder.

29. SERVICE CABLES

The service cable shall comprise of a 10mm² x 2 core PVC/ SWA/PVC cable with copper conductors.

Three phase supply to the erf. shall be by means of 25mm² x 4 Core PVC/SWA/PVC.

30. AREA/STREET LIGHTING

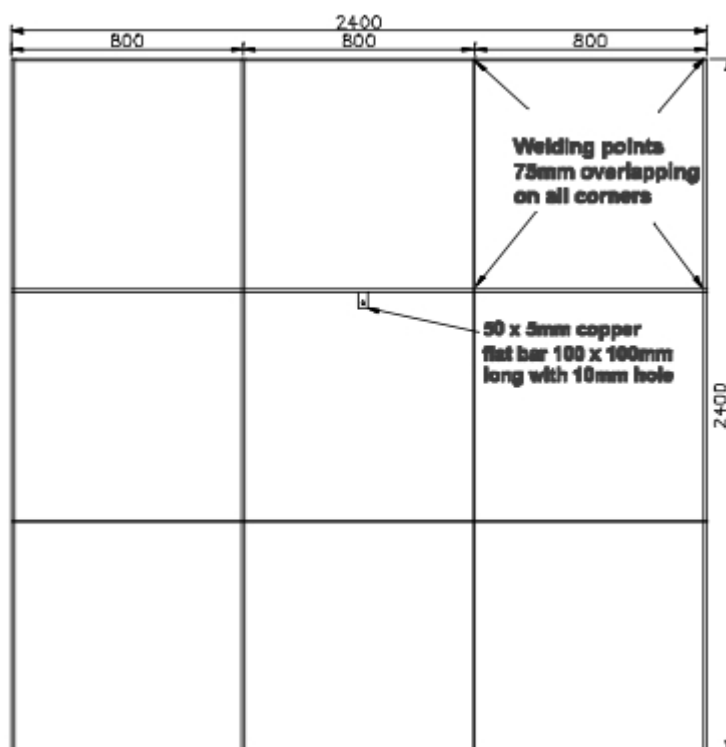
The standard lighting supply cable shall comprise of a 16mm² x 4 core PVC/ SWA/PVC cable with copper conductors.

Streetlight Pole, made of fibreglass, complete with 5A SP circuit breaker, removable neutral link and an earth stud.

Luminaries shall be BekaLane complete with switchgear, housing, UV resistant polycarbonate diffuser and 100W HPS LED etc., side entry or bottom.

31. EARTHING MATS

Standard Substation/Mini Sub Earth mat



- Copper to be solid 10mm diameter or equivalent to 78.5mm copper busbar.
- All joints to be oxyacetylene brazed using 3mm silbralloy brazing rods, with welding seams at least 75mm long.
- Where an earth clamp is used to clamp tails to equipment, a bolt torque of 75 Nm is to be used.

d) Interconnections between a Substation and Kiosk earth to be with 70mm insulated copper conductor.

32. COMPLETION

The Consultant reserves the right to inspect the installation at any stage during the course of construction. Such inspections will however not deem the portions inspected as being complete or accepted and the Contractor shall remain responsible for completing the installation fully in accordance with the Contract Documents.

The Contractor shall carry out a final "as built survey of the cable routes and present to the Consultant as built" route plan of the complete installation. The following information shall be reflected on the plans or submitted as separate schedules with the plans:

- Overall length of each cable.
- Locations of all joints (if any) in relation to permanent reference points. Dimensions shall be shown and the method of triangulation i.e. two dimensions to each joint, shall be used.
- Identification of each cable.

The works will be deemed to be incomplete until all tests have been conducted successfully and all "as built" drawings and schedules have been handed to the Consultant.

33. TESTING

Each cable shall be tested after installation in accordance SANS 1507 (up to 1 kV) and SANS 97 (up to 11 kV) as well as the requirements of the Local and Supply Authorities.

LV Cables shall be tested by means of a suitable megger at 1 kV and the insulation resistance shall be tabulated and certified.

TABLE 2: Table illustrating expected test results

Cable Rating (kV)	TEST VOLTAGE (Applied for 15 minutes) (kV)				
	Paper-insulated cables				XLPE-insulated cables
6,6 11	Between conductors		Conductors to sheath		Conductors to screen
	AC (r.m.s)	DC	AC (r.m.s)	DC	DC
		12	18	12	18
	20	30	20	30	18

High Voltage test with DC to 2kV for 1 minute only. Discharge cable slowly via discharge stick (1 minute). Clamp all conductors to earth for 24 hours.

HV Cables shall be high voltage tested in accordance with Table 2 and the exact leakage current shall be tabulated and certified.

The Contractor shall make all arrangements, pay all fees and provide all equipment for these tests. The cost of testing shall have been included in the tender price.

The Contractor shall notify the Consultant timeously so that a representative of the Consultant may witness the tests.

On completion of the tests on any cable, the Contractor shall without delay, submit three copies of the certified Test Reports to the Consultant.

34. INSPECTIONS, TESTING, COMMISSIONING AND HANDING OVER

Once the Contractor has completed the installation, written notice shall be given to the Consultant in order that a mutually acceptable date can be arranged for a joint inspection.

During the course of the inspection, the representative of the Consultant will compile a list of items (if any) requiring further attention. A copy of this list will be provided to the Contractor who will have a period of 7 days in which to rectify the offending items of the installation.

The Contractor shall then provide written notice that he is ready for an inspection of the remedial work to the offending items.

This procedure will continue until the entire installation has been correctly completed to the satisfaction of the Consultant.

35. TESTING AND OPERATIONAL INSPECTION PROCEDURE

In addition to the above the Contractor shall have the complete installation tested and approved by the local authorities where applicable.

Subsequent to the above testing and approval, the Contractor shall in the presence of the representative of the Consultant test all circuits and cables with respect to:

- (a) Phase balance.
- (b) Insulation level.
- (c) Polarity.
- (d) VLF testing

Upon completion of the installation and within 3 months of the handover date, the Contractor shall provide and make available a recording voltmeter to record the voltage at three locations in the complex over a period of 48 hours each. These locations will be nominated by the Consultant.

36. "AS BUILT" DRAWINGS

As each portion of the work is completed, the Contractor shall provide the Consultant with as-built drawings showing the exact location measured from fixed points of all cables, transmission lines, each outlet point, etc.

In addition, a complete reticulation diagram showing all supply cables and kiosks shall be provided behind a plastic cover in the substation or adjacent to the Main Switchboard if not located in a substation.

The installation will not be regarded as complete until all of the above requirements have been met.

DRAWINGS

Drawing Number	Drawing Name
EE-J344-00	Medium Voltage Connection
EE-J344-01	Kiosk connection
EE-J344-02	Kiosk Service Connection Distribution
EE-J344-03	Line Diagram and Detail
EE-J344-04	Service Connection MS-A-EXT
EE-J344-05	Service Connection MS-B-New
EE-J344-06	Service Connection MS-B-New
EE-J344-07	Kiosk and Earthing Detail
EE-J344-08	Typical Minisub Earthing and Plinth Detail
EE-J344-09	Streetlights Layout
EE-J344-10	Typical Streetlight Detail
EE-J344-11	Standard of Underground Services and Typical Cable Marker

SPECIFICATIONS AND COMPLIANCE SHEET

Bidders must complete columns C and D with the specification of the goods offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required.

Please attach detailed technical literature.

Authorize the specification offered in the signature block below.

ITEM NO.	TECHNICAL SPECIFICATIONS REQUIRED	COMPLIANCE OF SPECIFICATION OFFERED	DETAILS OF NON-COMPLIANCE/ DEVIATION (IF APPLICABLE)
A	B	C	D
1	Kiosks		
2	Transformer		
3	Switchgear		
4	Cables		
5	Streetlights		
6	Streetlights Poles		

Specifications and compliance sheet authorised by:

Name:		Signature:	
Position:		Date:	
Authorized for and on behalf of (company):			

PART 3 – Conditions of Contract and Contract Forms

GENERAL CONDITIONS OF CONTRACT (GCC)

A.	General	93
1.	Definitions	93
2.	Interpretation	96
3.	Language and Law	97
4.	Project Manager’s Decisions	97
5.	Delegation	97
6.	Communications	97
7.	Subcontracting	97
8.	Other Contractors	98
9.	Personnel and Equipment	98
10.	Employer’s and Contractor’s Risks	98
11.	Employer’s Risks	98
12.	Contractor’s Risks	99
13.	Insurance	99
14.	Site Data	100
15.	Contractor to Construct the Works	101
16.	The Works to Be Completed by the Intended Completion Date	101
17.	Approval by the Project Manager	101
18.	Safety	101
19.	Discoveries	101
20.	Possession of the Site	101
21.	Access to the Site	102
22.	Instructions	102
23.	Appointment of the Adjudicator	102
24.	Procedure for Disputes	103
B.	Time Control	103
25.	Program	103
26.	Extension of the Intended Completion Date	104

27.	Acceleration	105
28.	Delays Ordered by the Project Manager	105
29.	Management Meetings.....	105
30.	Early Warning.....	105
C. Quality Control		107
31.	Identifying Defects	107
32.	Tests	107
33.	Correction of Defects	107
34.	Uncorrected Defects	107
D. Cost Control		107
35.	Contract Price.....	107
36.	Changes in the Contract Price.....	108
37.	Variations	109
38.	Cash Flow Forecasts	110
39.	Payment Certificates.....	110
40.	Payments.....	111
41.	Compensation Events	112
42.	Tax	114
43.	Currencies	114
44.	Price Adjustment.....	114
45.	Retention	115
46.	Liquidated Damages.....	116
47.	Bonus	116
48.	Advance Payment	116
49.	Securities.....	116
50.	Dayworks.....	118
51.	Cost of Repairs	119
52.	Labour Clause.....	119
E. Finishing the Contract		120
53.	Completion.....	120

54. Taking Over	120
55. Final Account.....	120
56. Operating and Maintenance Manuals	121
57. Termination.....	121
58. Fraud and Corruption.....	122
59. Payment upon Termination	124
60. Property	124
61. Release from Performance	124

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (e) Compensation Events are those defined in GCC Clause 41 hereunder.
- (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

- (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months.
- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC.**
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- (t) “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager in consultation with the employer by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) SCC means Special Conditions of Contract
- (aa) The Site is the area **defined as such in the SCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition

made or approved by the Project Manager in consultation with the Employer.

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

2. Interpretation

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

- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Special Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Activity Schedule, and
 - (i) any other document **listed in the SCC** as forming part of the Contract.
3. **Language and Law** 3.1 The language of the Contract and the law governing the Contract are **stated in the SCC**.
4. **Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. **Delegation** 5.1 **Otherwise specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
6. **Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered to the address **stated in the SCC**
7. **Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of

the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

- 8. Other Contractors**
- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment**
- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

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

14. Site Data

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

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

Contractor within seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC or as thereafter reviewed and agreed by the parties**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

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

22. Instructions

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

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

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator

shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and, in the place, **specified in the SCC**.

B. Time Control

25. Program

- 25.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 26. Extension of the Intended Completion Date**
- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event (as defined in GCC 41) occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a

delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

- 27. Acceleration**
- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 30. Early Warning**
- 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project

Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

C. Quality Control

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

D. Cost Control

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for

the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.

Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.

36. Changes in the Contract Price

- 36.1 In the case of an admeasurement contract:

- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager in consultation with the Employer shall adjust the rate to allow for the change.
- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

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

37. Variations

- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within 7 days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager in consultation with the Employer may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given, and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the

Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

**38. Cash Flow
Forecasts**

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**39. Payment
Certificates**

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

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

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

39.4 The value of work executed shall comprise:

(a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

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

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

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

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

40. Payments

40.1 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate for each of the currencies in which payments are made.

40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

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

**41. Compensation
Events**

41.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - (a) reason of any exceptionally adverse weather conditions as specified in the SCC and
 - (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

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

and by how much the Intended Completion Date shall be extended.

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

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

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

43.1 The currency of payment shall be Namibian Dollars.

44. Price Adjustment

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

$$P_c = A_c + B_c I_{mc}/I_{oc}$$

where:

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

A_c and B_c are coefficients¹ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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

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

45. Retention

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

45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this

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

period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

46. Liquidated Damages

- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

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

48. Advance Payment

- 48.1 The Employer shall not make advance payment to the Contractor.

49. Securities

- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from

the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

- 49.2 (a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:
- (i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and
 - (ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.
- (b) For contracts above N\$ 5 M, the preference security shall be in the form of an “on demand” bank guarantee for an amount in a convertible currency equivalent to the difference between its bid price and the bid price of the lowest bid if the Margin of Preference was not applicable. It shall be issued by a commercial bank located in the Republic of [Insert name of country].
- (c) For contracts up to N\$ 5 M, an amount equal to the value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.
- (d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer’s Representative as per GCC 53.
- (e) The cost of providing the security shall be borne by the Contractor.

49.3 Where a Preference Security is applicable:

- (i) the Employer's Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.
- (ii) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.
- (iii) the Employer's and Contractor's representatives shall consult each other to ensure that the Contractor's obligation towards local manpower employment is met during the Works execution.
- (iv) At the time of works completion, the Contractor shall submit a certified audited report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.
- (v) The preference security shall be forfeited by the employer in case of failure on the part of the contractor to employ at least 80% of the local manpower in the execution of the Works.

50. Dayworks

- 50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

- 51. Cost of Repairs** 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- 52. Labour Clause** 52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favourable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
 - (ii) by arbitration awards; or
 - (iii) by submitting a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.
- 52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:
- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
 - (b) stating whether any remuneration payable in respect of work done is due;

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

52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under clause 40, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

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

E. Finishing the Contract

53. Completion

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

54. Taking Over

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

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that

states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

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

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

57. Termination

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager’s certificate;

- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

58. Fraud and Corruption

58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].

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

58.3 For the purposes of this Sub-Clause:

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

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

59. Payment upon Termination

- 59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 59.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

60. Property

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

61. Release from Performance

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

receiving it and for any work carried out afterwards to which a commitment was made.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

CLAUSE	CONTRACT DATA
A. GENERAL	
GCC 1.1(r) Employer	The Employer is the NATIONAL HOUSING ENTERPRISE.
GCC 1.1(y) Project Manager	The details of the Project Manager are as given below: Company: Tweya, D&P Joint Venture Tel: +264 61 236 889 Cell phone: +264 81 379 1890 Email: junias.set@tweyace.com
GCC 1.1(aa) site	The Site is Nkurenkuru Extension 3.
GCC 1.1(dd) Start Date	Within 7 days after acceptance of appointment.
GCC 1.1(hh) The Works	The works consist of the construction of electrical reticulation, and all other related works, in Nkurenkuru Extension 3.
GCC 3.1 Language and Law	The language of the contract is English. The law that applies to the Contract is the law of Namibia.
GCC 6 Communications	Any notice shall be sent to the following addresses: For the Employer: The Chief Executive Officer NATIONAL HOUSING ENTERPRISE(NHE) Procurement Management Unit P.O. Box 20192, Windhoek Namibia Tel: +264 61 292 7111 For the Contractor, the address shall be as given on the first page of the Letter of Appointment and the contact's name shall be:

CLAUSE	CONTRACT DATA
<p>GCC 13.1 Insurance</p>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></p> <p>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <i>(for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>[the Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></p> <p>(ii) of other people: <i>[this cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
<p>GCC 16.1 Intended Completion Date</p>	<p>The intended completion date for the whole of the Works shall be within a period of 6 months from the date of site handover.</p>

CLAUSE	CONTRACT DATA
GCC 20.1 Possession of the Site	The Site Possession Date shall be on the date of the site handover meeting.
GCC 23 Appointment of the Adjudicator	The Adjudicator shall be appointed jointly by the Employer and the Contractor.
GCC 24.1 Procedure for Disputes	The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after 30 days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to refer the matter to the Adjudicator.
GCC 24.3 Payment of Adjudicator	The Adjudicator shall be paid by the hour at the rate agreed with Adjudicator, together with reimbursable expenses, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator.
GCC 24.4 Arbitration	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties.
B. TIME CONTROL	
GCC 25.1 Program	The Contractor shall submit a construction programme to the Project Manager for approval, within 7 days after the date of appointment.
GCC 25.3 Program Updates	The period between Program updates is 30 days.
C. QUALITY CONTROL	
GCC 33.1 Defects Liability Period	The Defects Liability Period is 12 months.
D. COST CONTROL	

CLAUSE	CONTRACT DATA
<p>GCC 39.1 Interim Payment Certificates</p>	<p>The Contractor shall submit a statement to the Project Manager on the 25th day of each month, in a format approved by the Project Manager, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month.</p> <p>The statement shall include the following items, as applicable, which shall be expressed in Namibian Dollars (N\$), in the sequence listed below:</p> <ul style="list-style-type: none"> (a) the estimated contract value of the Works executed, and the Contractor's documents produced up to the end of the month (including Variations but excluding items described in paragraphs (b) to (h) below); (b) any amounts to be added and deducted for retention, calculated by applying the percentage retention stated under Sub-clause 45.1 to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money, which is 10% of the Contract Price; (c) any amounts to be added and deducted for Materials in accordance with Sub-clause 39.7; (d) any other additions or deductions which may have become due under the Contract of otherwise; and (e) the deduction amounts certified in all previous Payment Certificates.
<p>GCC 39.7 Payment for Plant and Material</p>	<p>Interim Payment, for Material on site only, is applicable at 80% of the value of the material purchased.</p>
<p>GCC 40 Payments</p>	<p>Payment of the amount certified by the Project Manager shall be paid in full within 30 days of receipt by NHE of an invoice, supported by the Payment Certificate.</p>
<p>GCC 41.1(l) Adverse Weather Conditions</p>	<p>Adverse weather conditions can be described as those conditions brought about by changes in weather which, in the opinion of the Project Manager, may bring to a halt the progress of the Works on site.</p>

CLAUSE	CONTRACT DATA
GCC 44 Price Adjustment	The Contract is not subject to price adjustment.
GCC 45.1 Retention	The proportion to be retained from each payment due to the Contractor is 10% of the value of Work completed.
GCC 46.1 Liquidated Damages	The liquidated damages for the whole of the Works are N\$ 5,000.00 per day. The maximum number of liquidated damages for the whole of the Works is N\$ 500,000.00.
GCC 47.1 Bonus	Bonus payments shall not apply.
GCC 48.1 Advance Payment	Advance payments shall not apply.
GCC 49.1 Performance Security	The Performance Security shall be of a value equivalent to 10% of the Contract Price.
E. FINISHING THE CONTRACT	
GCC 53.1 Completion	<p>(a) <u>Practical Completion Certificate</u></p> <p>The Contractor may apply by notice to the Project Manager for a Practical Completion Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into sections, the Contractor may similarly apply for a Practical Completion Certificate for each section.</p> <p>The Project Manager shall, within 28 days after receiving the Contractor's applications:</p> <p>(i) issue the Practical Completion Certificate to the Contractor, stating the date on which the Works or section(s) thereof were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect</p>

CLAUSE	CONTRACT DATA
	<p>the use of the Works or section(s) thereof for their intended purpose (either until or whilst this work is completed and these defects are remedied); or</p> <p>(ii) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Practical Completion Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-clause.</p> <p>(b) <u>Completion Certificate</u></p> <p>The Contractor's contractual obligations shall not be considered to have been completed until the Project Manager has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.</p> <p>The Project Manager shall issue the Completion Certificate within 28 days after the latest of expiry dates of the Defect Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Employer.</p> <p>Only the Completion Certificate shall be deemed to constitute acceptance of the Works.</p>
GCC 54.1 Taking Over	The Employer shall take over the Site within 7 days of the Project Manager's issuing a Practical Completion Certificate.
GCC 56.1 As-built Drawings	The Contractor shall, with the services of a Professional Registered Surveyor, survey all the Works and submit such survey data to the Project Manager to generate as-built drawings, which shall be submitted to the Employer for record purposes.

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2025, between **NATIONAL HOUSING ENTERPRISE** (hereinafter “the Employer”), and _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **CONSTRUCTION OF ELECTRICAL RETICULATION IN NKURENKURU EXTENSION 3** should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Notification of Award;
 - (b) the Bid;
 - (c) the Addenda and Notice(s) to Bidders (if any)
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Project Specifications;
 - (g) the Drawings; and
 - (h) the Bill of Quantities,
3. In consideration of the payments to be made by NHE 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. NHE 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 of month and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

**in the
presence of:** _____
Signature of witness

**in the
presence of:** _____
Signature of witness

DATE

Initials _____

WAIVER OF CONTRACTOR'S LIEN

THIS IS TO CERTIFY THAT I,

.....

CONTRACTOR OF

.....

do hereby waive and abandon in favour of the Employer all our rights, titles, and interest in and to any lien or right of retention which we may have in regard to certain buildings and/or structures and/or improvements erected or to be erected or constructed by us in terms of the above-mentioned contract.

SIGNATURE OF CONTRACTOR

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 Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the construction of *[description of works]* (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 Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor 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]*,³ 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)**

² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

³ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Contractor under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Employer should note that in the event of an extension of the time to perform the Contract, the Employer 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 Employer 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 Employer written request for such extension, such request to be presented to us before the expiry of the Guarantee."