



Ministry of Mines & Energy

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**MINISTRY OF MINES AND ENERGY  
PROCUREMENT MANAGEMENT UNIT (PMU)**

**Request for Sealed Quotations  
for**

**ELECTRIFICATION OF GOVERNMENT BUILDINGS IN  
KAVANGO EAST REGION 2023/2024 FINANCIAL YEAR**

**Procurement Reference No: W/RFQ/15-12/2023**

**COMPANY NAME:** \_\_\_\_\_

**TOTAL BID PRICE:** \_\_\_\_\_

**BID PRICE IN WORDS:** \_\_\_\_\_

**CLOSING DATE AND TIME OF BID REQUEST:  
DATE: 15 FEBRUARY 2024  
TIME: 10H00**

**Procurement Management Unit  
Ministry of Mines and Energy  
Head Office  
6 Aviation Road  
Windhoek Namibia**

**Tel: +264 61 284 8111 / 8235 / 8358**

**Fax: +264 61 235 632**

**Email: [ProcurementManagement@mme.gov.na](mailto:ProcurementManagement@mme.gov.na)**

**Website: [www.mme.gov.na](http://www.mme.gov.na)**



REPUBLIC OF NAMIBIA

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6 Aviation Road  
Private Bag 13297  
WINDHOEK

**Letter of Invitation****To:*****Procurement Reference Number: W/RFQ/15-12/2023******02 February 2024***

Dear Sir, Madam

**Request for Quotations for Works**

The Ministry of Mines and Energy invites you to submit your best quote for the works described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to [ProcurementManagement@mme.gov.na](mailto:ProcurementManagement@mme.gov.na)

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

**Head of Procurement Management**

Mr. Nathaniel Musenge



## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The **Ministry of Mines and Energy** reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

### 2. Preparation of Quotations

You are requested to quote for the works mentioned in Section III, by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### 3. Validity of Quotations

The quotation validity period shall be **90 days** from the date of bid submission deadline.

### 4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should:

- (a) have a **valid certified** company Registration Certificate; (**certified by Namibian police**)
- (b) have an original valid good Standing Tax Certificate; (**certified by Namibian police**)
- (c) have an original valid good Standing Social Security Certificate. (**Certified by Namibian police**)
- (d) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; (**certified by Namibian police**)
- (e) Complete and sign attached Bid Securing declaration.
- (f) Complete and sign an **undertaking on the part of the Bidder** that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

- (g) All pages of the bidding documents should be initialled.
- (h) **have a valid certified copy of certificate indicating SME Status (for Bids reserved for SMEs); This bid is strictly for 100% Namibian owned SME companies**
- (i) **Proof of valid NORED registration license under the Contractor's name as an electrical contractor, authorized to operate on system voltages up to 400V**

## 5. Bid Security/Bid Securing Declaration

Bidders are required to submit a Bid Securing Declaration for this procurement process.

## 6. Works Completion Period

The completion period for works shall be 12 Weeks (**3 months**) after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted/shall be considered.

## 7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the **Ministry of Mines and Energy** with the Bidder's name at the back of the envelope.

## 8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at 6 Aviation Road, Ground Floor, Block F1, Office F1 005 not later than **15 February 2024 at 10h00**. Quotations by post or hand delivered should reach 6 Aviation Road by the same date and time at latest. Late quotations will be rejected.

**Quotations received by e-mail will not be considered.**

## 9. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

## 10. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.



### A) Mandatory Requirements

Qualification information is listed under Table 1 below and (d) as well as the relevant sections of the Bidding Documents that the Clause refer to.

Table 1 **Mandatory Requirements**

Document Description	Yes/No
<ul style="list-style-type: none"> <li>A valid certified copy certified by the Namibian Police of a Company Registration Certificate or Registration of defensive name if applicable and the Founding Statement in the case of a CC (certified copies not more than 3 months old). All entities must be incorporated in Namibia.</li> </ul>	
<ul style="list-style-type: none"> <li>All bidders must be 100% Namibian owned company, proof of <b>Identity Documents / Passports of company directors certified by the Namibian Police must be attached. (Certified copies not more than 3 months older at the date of submission)</b></li> </ul>	
<ul style="list-style-type: none"> <li><b>A valid original or certified copy by the Namibian Police of Good Standing Tax Certificate.</b></li> </ul>	
<ul style="list-style-type: none"> <li><b>A valid original or certified copy by the Namibian Police of Good Standing Social Security Certificate.</b></li> </ul>	
<ul style="list-style-type: none"> <li>A valid original or certified copy by the Namibian Police of Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.</li> </ul>	
<ul style="list-style-type: none"> <li>Detailed Proposed Project Programme.</li> </ul>	
<ul style="list-style-type: none"> <li>Duly completed, initialled, and signed Joint Venture Agreement (if applicable).</li> </ul>	
<ul style="list-style-type: none"> <li>A duly completed and signed Bid Securing Declaration Form.</li> </ul>	
<ul style="list-style-type: none"> <li>Trade Diploma/Certificate as a qualified electrician.</li> </ul>	
<ul style="list-style-type: none"> <li>Bill of Quantities (completed 100%), initialled.</li> </ul>	
<ul style="list-style-type: none"> <li>All pages of the Bid Document are initialled. Failure leads to disqualification of the bidder.</li> </ul>	
<ul style="list-style-type: none"> <li>An undertaking on the part of the Bidder that 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 602 of the GCC if it is awarded the contract or part thereof.</li> </ul>	
<ul style="list-style-type: none"> <li>Bid validity period <b>90 days</b>.</li> </ul>	
<ul style="list-style-type: none"> <li>Proof of valid NORED registration license under the Contractor's name as an electrical contractor, authorized to operate on system voltages up to 400V</li> </ul>	
<ul style="list-style-type: none"> <li>Proof of at least a minimum one (1) practical completion certificates of electrical Wiring of Buildings installation project shall be attached and <b>failure will lead to disqualification</b>.</li> <li>MME reserves the right to verify the legality of the attached completion certificates by directly contacting the Consulting Firms and Clients. MME will verify the authenticity of the completion certificates that is attached on the</li> </ul>	

bidding document by directly contact Consulting Firms and Clients. Completion certificates without contact details of the issuing authority will be deemed invalid.	
<ul style="list-style-type: none"> <li>Letter of intent: The Standard Form of Performance Security acceptable to the Public Entity shall be “a Bank Guarantee” from a commercial bank. The Letter of intent shall be <b>10%</b> of the quoted price inclusive of provisional and contingencies sum and VAT.</li> </ul>	

## 11. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specifications.

### 11.1 Technical Evaluation

The following criteria/technical requirement shall apply during evaluation process:

#### (a) Adequacy of Technical Proposal

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

For Bids to be deemed substantially responsive, in addition to the provisions of the Instructions to Bidders, the combined total score obtained from the different categories listed in the table below must be a minimum **70 Marks**. Bids achieving a combined evaluation score below **70 Marks** will be deemed non-responsive and will not be further considered.

**Table 2: Technical Requirements**

1	Relevant experience of the contractor related to the assignment	Number of projects successfully executed by Bidder	Relevant experience of the contractor related to the assignment	Scores	Total
	experience in electrification of buildings. in the form of internal electrical installation	Overall number of past projects of electrification of buildings.	$1 \leq 2$	5	8
			$\geq 3$	8	
2	Relevant experience of the contractor related to the assignment	Experience of Key personnel clearly indicating responsibilities.	Experience, qualifications, and registration	Scores	Total

	Key personnel (Necessary staff with adequate qualifications, capability and experience to undertake the assignment)	Electrician foreman with a Trade Diploma/Certificate (Minimum N3 certificate)	Experience in the relevant assignment	5		10	
			Qualifications in the relevant field	5			
3	Listed Tools and Equipment	Number of projects successfully executed by Bidder	Equipment	Scores		Total	
				Leased	Owned	28	
	Availability of Plant and Machinery including proof of ownership (attached a valid license disc certificate) or proof of hire (attached lease agreement plus a valid license disc certificate)	Works equipment	4 x 4 Vehicle	10	20		
			Generator	8			
			Electrical tools				10
			Phase rotation tester	2			
			Multi-meter	2			
			Earth Leakage Circuit Breaker / Polarity Tester	2			
			Earth sensitivity meter	2			
			Electrical Drill	2			
4	Programs of Works (Project schedules)	Minimum bar chart program of works showing detailed key tasks and time period.		8		8	
5	Experience on occupational health, safety and environment Management	Availability of documented HSE policy		6		6	
				Total		70	

## 12. Prices and Currency of Payment

Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

### 13. Margin of Preference

13.1. The applicable margins of preference and their application methodology are as follows: The margin of preference is applicable to this request for this Bid is|: **Preference will only be granted to bidders as per Government notice No: 13 in terms of the code of good practice issued on 31 January 2023 in terms of section 71 and 72 of the Public Procurement Act, 2015 and Public Procurement Act, 2022 as amended.** The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is **10%**. Kindly see the table below.

**Margins of preferences when evaluating bids for Exclusive Preference**

Category	Margin of preference	Documentary evidence
Manufacturer	2 percent	-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
MSME	1 percent	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
Women owned enterprise	1 percent	- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	2 percent	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
PDP owned enterprise	2 percent	-IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
Supplier promoting environmental protection	1 percent	-declaration and proof that the bidder meets the requirements set out in the bidding document
Service rendered by Namibian citizens.	1 percent	-declaration that the bidder employs 50% or more Namibian citizens
<b>Total</b>	<b>10%</b>	

- 13.2. Bidders applying for the Margin of Preference shall submit, upon **request**, evidence of: **Applicable Exclusive Preference**.

#### **14. Award of Contract**

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

- a) **Multiple Contracts:** The Ministry of Mines and Energy reserves the right to not award the Bid to a Contractor who has been awarded more than 2 bids and is in various stages of executing works of similar nature, unless the contractor is 80% complete and on schedule with the current contract with MME. Confirmation letter from the consulting engineer should be submitted together with the bidding document to prove the 80% progress. **In this regard, no Bidder / Contractor is allowed to be awarded more than (2) two contracts at the same time, unless the Bidder was the only responsive bidder after the evaluation of the said bid. The Ministry of Mines and Energy reserves the right not to award the bid to a Bidder who in the past did not perform in accordance with the agreed contractual provisions such as timeous completion and which non-performance was brought to the attention of the Contractor.**
- b) **However, in a situation whereby a bidder has been substantially responsive and has been recommended for award in more than 2 bids. A bidder will be given the opportunity to only choose 2 bids of their preferred bids for award. The remaining bid(s) will be awarded to the second substantially responsive bidder.**

#### **15. Performance Security**

The successful bidder shall upon acceptance of its offer submit a Performance Security for an amount 10% of the contract price.

#### **16. Notification of Award and Debriefing**

The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within 7 days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

## SECTION II: QUOTATION LETTER

Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. ***If your quotation is not authorised, it will be rejected***

Quotation addressed to: [ name of Public Entity]	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instructions to Bidders

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead *[forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]*

The validity period of our Quotation is **90 days** from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the quotation validity.

Works will commence within \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/ Letter of acceptance.

### Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./E-mail	



## BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1) (b) and 37(5))

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

**Procurement Ref No.:** .....

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

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

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

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

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

Signed: .....  
*[insert signature of person whose name and capacity are shown]*

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

Name: .....  
*[insert complete name of person signing the Bid Securing Declaration]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_  
*[insert date of signing]*

Corporate Seal (where appropriate)

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

***\*Delete if not applicable / appropriate***



## Republic Of Namibia

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

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

#### 1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

#### 2. PROCUREMENT DETAILS

Procurement Reference No.:.....

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.*

## **SECTION III: STATEMENT OF REQUIREMENTS**

### **A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS**

#### **1. STANDARDS**

All material and equipment supplied and/or installed under this contract shall be new and as per the detail specification in Part V and shall comply with the requirements laid down in the latest editions of the relevant NRS, SABS, BS or IEC and their amendments (if any) and the requirements of this Specification.

The material specified is the preferred material. If alternative materials are offered, they shall be separately specified for approval of the engineer. Rates entered in the schedule of quantities shall be for the specified materials.

In the event of items bearing the SABS mark being available in respect of the materials and equipment required, only items bearing this mark will be acceptable.

#### **2. CODES OF PRACTICE FOR INSTALLATION PURPOSES.**

The installation of material will be carried out in accordance with the following Codes of Practice:

- SABS 0198: 1988 the selection, handling and installation of electric power cables of rating not exceeding 33kV.
- SABS 0199: 1985 The design and installation of an earth electrode.
- SABS 10142: 2003 (As amended) Wiring of Premises.
- Labour Act: 1992 Regulation relating to the Health and Safety of Employees at Work.
- Occupational Health and Safety Act, 1993 (Act No 85 of 1993)
- NRS 032: Pole Mounted service boxes for Overhead connections.
- SABS 171: Low Voltage Lightning Arrestors.
- SABS 1418: Aerial Bundled Conductor Systems.
- NRS 106: Earthing of Low Voltage Distribution Systems.
- NRS 019: Small Power Distribution Units (Ready Boards).

#### **3. SCOPE OF THE CONTRACT**

This Contract provides for the supply, delivery to site, installation, testing, commissioning and maintenance for a period of twelve [12] calendar months and handing over in good working order of the complete electrical installations to government buildings as specified in accordance with SANS 10142-1, "The wiring of premises" in the Kavango East Region.

The works comprise:

- supply and installation of low voltage feeders between distribution boards.
- supply and installation of distribution boards where indicated, to respective class-room blocks.
- supply and installation of luminaries, light switches and switched socket outlets.

- Statutory earthing and bonding of structures.
- Conduiting, cable trenches, PVC insulated copper wiring to luminaries, socket outlets, isolators and switches.
- supply and installation of maintenance isolators to fixed equipment such as geysers, stoves, etc.
- Provision of conventional meters and ensuring their compatibility with the existing NORED vending system.
- Testing, commissioning, tie-in and hand-over of the completed installation.
- Updating of the NORED control drawings.

#### 4. LOCATION OF SITE AND SITE CONDITIONS

Sites that will require the implementation of the above listed works are as per the list herein.

Site Data are:			
Locality	Constituency	Latitude	Longitude
<i>Mupata JP School</i>	<i>Mukwe</i>	<i>-18.02570275°</i>	<i>22.27841331°</i>
<i>Munganya JP School</i>	<i>Ndiyona</i>	<i>-18.00495462°</i>	<i>21.04872062°</i>
<i>Shakambu JP School</i>	<i>Mashare</i>	<i>-18.26636164°</i>	<i>20.07640183°</i>
<i>Shamavinyo JP School</i>	<i>Mukwe</i>	<i>-18.13628716°</i>	<i>21.53668130°</i>

The local conditions are:

Altitude: 1100 amsl.

Minimum ambient temperature: 5°C

Maximum ambient temperature: 38°C

#### 5. MAIN LV SUPPLY NETWORK

The main LV supply network shall be taken via an underground low voltage feeder cable from a NORED Metering Board to the building's main distribution board. The metering panel and switchgear will be installed by others [LV Contractor].

The LV system operating conditions are as follows:

Operating Voltage : 400V/231V +/- 10%

Operating Frequency : 50Hz □ 4%

Short Circuit Level : 5kA (rms).

#### 6. LV DISTRIBUTION BOARDS

Multiple buildings [classroom blocks] shall be supplied from a centrally located main distribution board, to locally installed sub-distribution boards. Main and sub-distribution boards shall be mounted in the centre of the classroom block at 1600mm AFFL., surface mounted.

In addition, the distribution boards shall comply with the following:

- Cable entry: Bottom with suitably sized gland
- Voltage: 4000Vac  $\pm$  5%
- Frequency: 50Hz  $\pm$  10%
- Busbar rating: As shown on drawings.
- Minimum short circuit breaking capacity of circuit breakers: 5kA
- Design temperature of switchgear: 0°C – 50°C
- Enclosure: Epoxy-coated Sheetmetal
- Color: White
- IP rating : Doors closed, IP54

All labelling inside and outside the distribution boards shall be done by engraving on sandwich durable plastic strips, in black and white.

Switchgear to be din rail mount and the sub-contractor shall ensure that at least 20% spare capacity (space) is provided for in each board with pre-fitted din rails.

All lighting, small power and fixed equipment circuits shall exit the distribution boards [DB's] at the top via 20mm PVC compression glands, sealed off with silicone sealant to ensure the DB IP rating is not compromised.

Conduits shall be terminated by means of a brass female bush and two locknuts in epoxy-coated distribution boards.

## **7. SURGE ARRESTORS**

### **General**

This Specification covers the manufacture and supply of indoor protection surge arrestors.

- a) Surge arrestors shall comply with the SABS 171 and shall be suitable for installations at altitudes up to 2000m above sea level.
- b) Surge arrestors shall be of the fully sealed type contained within a thermos-plastic or cast-resin housing. The unit shall be supplied with all necessary-mounting brackets to allow installation within switch panels and distribution kiosks.
- c) Surge arrestors shall be fitted to all miniature substation L.V. compartments, low voltage distribution kiosks and main low voltage switch panels.
- d) Surge arrestors shall be solidly earthed directly to the main earth bar of the switch panel or distribution kiosk by means of a 35mm<sup>2</sup> copper conductor.

## **8. WIRING CHANNELS AND CONDUITS**

Wiring between the centralized distribution boards and power outlets, luminaries and switches shall be drawn in 20mm [light circuits] or 25mm [switched-socket circuits] black bosal or galvanised steel conduits. Conduits shall be secured to walls [for surface installations] with appropriate saddles. Joints will only be allowed in surface conduit lengths exceeding 3.

Conduit routes shall be carefully planned to avoid cross-overs. Where a cross-over is inevitable, one conduit only shall be offset to cross the other.

Cross-overs shall be as short as possible and shall be uniform. Parallel conduit runs shall be equidistant and saddles shall be installed in line.



Where visible, black conduits shall be painted in the same color as the wall. Alternatively, galvanised conduit may be used where it will be visible; this need to be painted.

## 9. POWER OUTLETS

20A, switched socket outlets shall be wired from the central distribution board via metallic conduit recessed in brickwork.

All switch socket outlets shall be flush mounted and of the same approved manufacturer and shall be fitted with suitable, approved metal cover plates. The color of socket cover plates shall be white.

Mounting heights for socket outlets shall be 300 mm affl. thru-out unless otherwise instructed.

Conduit runs to surface mounted switched socket outlets shall be firmly secured by means of saddles and screws and in accordance with SANS 10142.

PVC-insulated or equivalent, stranded copper conductors, size 4mm<sup>2</sup> and green PVC-insulated copper earth conductors, size 2.5mm<sup>2</sup> shall be used when wiring socket outlets.

## 10. LIGHTING INSTALLATIONError! Bookmark not defined.

This section covers light fittings to be installed. A light fitting schedule is provided herein. Only new light-fittings shall be utilized. In general classroom areas shall be equipped with 4 open channel fluorescent luminaries. Ablution blocks, walkway and corridor lighting shall be via wall or ceiling mounted bulkheads.

The relevant layout drawings show the typical arrangement of light fittings in classrooms. Final positions of light fittings must be determined on site taking into consideration all other services and/or structures. All light fittings shall comply with the General Standard Specification (Part IV) as well as any one of the following codes:

SABS 0114 Part I

SABS 056

SABS 890/1

SABS 529

The table below indicates a typical light fitting schedule, commercially available which complies with the specification. It does, however, not restrict the tenderers from submitting alternative light fittings. Full details (brochures, pamphlets) shall be submitted with all alternative light fittings offered. **Alternative offers must be separately priced on a covering letter.**

ALPHABETIC IDENTIFICATION	SPECIFICATION OF LUMINAIRE
A	Beka Vapourline 5FT T8 LED Double Channel –2X 24W LED Tube, Frosted 840 with 4000K.
B	Beka Series 20 9W - White

## 11. INTERCOM INSTALLATIONError! Bookmark not defined.

The Electrical Contractor shall supply and install a siren as indicated on the typical layout drawing at the main classroom block at each school. The siren shall be mounted @ 2400mm affl. And the

sound level shall be 85dB @ 3m. A siren activate pushbutton shall be installed inside one of the classrooms on a 100x50x50mm recessed draw box @ 1200mm affl. And be linked to the siren transformer and siren via 20mm conduit. Full details of the siren shall be submitted with the tender.

## **12. STATUTORY EARTHING**

The Electrical Contractor shall supply and install all statutory earthing systems to the electrical services, structures and piping services strictly in accordance with the "Standard Code of Practice for the Wiring of Premises".

## **13. APPROVAL TO BE OBTAINED**

The approximate routes of cables are shown on the drawings issued herewith. The successful tenderer shall inspect on site all such routes and shall be deemed to have satisfied himself/herself as to the site conditions. Before commencing trenching, excavations or drilling, the Contractor shall give all such notices and obtain approvals from the engineer.

He shall obtain information and instructions in regard to the boundary line and to possible objections from the local authority and/or Telecom.

Where so required, excavation or drilling shall be carried out in the presence of a representative of the above-mentioned authorities.

## REGISTRATION AND CO-ORDINATION WITH LOCAL SUPPLY AUTHORITY

The Contractor shall upon site establishment register with the local Supply Authority. Furthermore, it is the responsibility of the Contractor to familiarise himself with the local Electricity Supply Regulations.

Upon site establishment, and before commencing with any work, the contractor must submit a complete "Notice of Commencement of Work" form to the Ministry of Mines and Energy and Afri Consulting Engineers.

Upon completion of the works, i.e., after commissioning of the networks, the contractor must submit a complete "Notice of Completion" form to Ministry of Mines and Energy and Afri Consulting Engineers.

### 14. RESPONSIBILITY OF THE CONTRACTOR

Until the Contract Works have been completed or deemed to have been completed the Contractor shall be responsible (subject to the Memorandum of Agreement and the Conditions of Contract), for the Contract Works, were under construction, during tests, or in use by the Employer.

**The Contractor shall nominate a full time Contract Manager, with a minimum of an electrical artisan's qualification, properly introduced and approved by the Engineer to manage the contract for the full duration of the contract.**

During the period of maintenance, the Contractor shall make such arrangements as to ensure the attendance on Site within twenty-four hours of his being called upon to do so, of a competent representative for the purpose of carrying out any work or maintenance for which the Contractor shall be liable, and during such part of parts of the said period as the Engineer may deem it necessary the said representative shall be continuously available on the Site.

Work onsite shall be carried out at such times and during such hours as the Engineer may require.

### 15. INSPECTIONS AND TESTS

All equipment will be inspected and tested, both in the factory during manufacturing and on-site during installation. The tests required are prescribed in the standard and detail specification. The engineer will do all inspections accompanied by the contractor and the contractor shall perform all tests with the engineer as witness.

The engineer will require seven (7) days notification to avail himself for any tests or inspection. The contractor shall arrange for the maximum number of tests and inspections to be done on the same day.

The contractor shall provide all testing facilities and instruments and all equipment and labour required for a test or inspection. All instruments shall be adequately scaled for the application. All testing facilities and instruments remain the property of the contractor.

All instruments used shall have a valid test certificate issued by an accepted testing authority. The engineer reserves the right to call for a calibration test on any instruments used during the test.

The contractor shall record all results of the tests done on a test certificate, of which the engineer must receive two (2) copies.

The contractor shall ensure that the equipment is ready for testing or inspection and that the equipment conforms to the specifications before the engineer is requested to witness tests or inspections. Should it be found that the equipment or contract works is not ready for testing/inspection, or does not conform to the specification, the client reserves the right to charge the contractor for any re-tests or subsequent costs.

## **16. COMMISSIONING**

The Contractor shall be responsible for commissioning all sections of the works and shall perform the tasks set out below:

- a) Prior notice of and proper arrangements for the commissioning shall be made with the Employer, Engineer, Supply Authority, and all contractors and suppliers of equipment which will be affected by the commissioning operation.
- b) If plant and equipment which has been supplied by others has to be commissioned, the supplier's specific permission thereto, together with any specific requirements relating to commissioning shall be obtained prior to commissioning.
- c) All sections of the works shall be carefully inspected by a responsible representative of the Contractor to ensure that all construction and installation work has been properly completed.
- d) In particular the following pre-commissioning checks shall be done:
  - circuit breaker, fuse, cable and protective device settings and ratings
  - wiring connections
  - earthing conductors, connections and terminations
  - removal of transport clamps and supports
  - identification of all equipment
- e) During commissioning the following shall be checked and the results entered into a written report, which shall be handed to the Engineer within 7 days from completion of commissioning of any section of the works:
  - equipment nameplate details including serial numbers, kVA rating, voltage rating, current rating, frequency, full load current and number of phases.

The Contractor shall carry out the test specified in the Manufacturer's Works, on the site or elsewhere in accordance with the conditions thereof and such additional tests as in the opinion of the Engineer necessary to determine that the Contract Works comply with the conditions of this Specification, where under test or ordinary working conditions.

All materials used shall also be subjected to and shall withstand satisfactorily such routine tests as are customary in the manufacture of the types of plant or material included in the Contract Works.

Where, at the direction of the Engineer, tests and/or analyses are effected elsewhere than at the Works of the Contractor or a Sub-Contractor, or on the Site the costs incurred will be borne by the Employer should such tests prove satisfactory, but the Contractor will be called upon to pay all expenses incurred by the Employer in respect of any work or materials found to be defective, or of inferior quality, adulterated or otherwise unacceptable.

The Engineer shall be given two weeks written notice of tests.

All tests shall be carried out in the presence of, and to the satisfaction of the Engineer and at such times as they may require. The Contractor shall supply suitable test pieces of all materials as required by the Engineer.

All labour, materials, fuel, stores, apparatus, instruments and connections required for the above tests shall be provided by the Contractor. All apparatus and materials supplied under the Contract are subject to inspection by the Engineer, who shall be notified 14 days in advance when the material is ready for inspection.

Tests to be carried out on site:

- Such other tests as are required by the Engineer to prove compliance with the Specification independently of any test which may already have been carried out at the Manufacturer's Works, or elsewhere.
- Such tests as may be required by the Engineer to prove the load bearing capacity of foundations and stay anchors.
- Soil resistivity test
- Insulation resistance test
- Continuity test
- Polarity test
- Voltage test

## **17. HANDING OVER**

The handing over of completed sections of the works to the employer and the energising/putting into operation of the completed sections of the works will only take place once the following documents and drawings have been submitted to the engineer:

- a certificate of compliance in terms of the relevant Act applicable
- a certificate issued by the contractor that the installation complies with the contract and specifications
- a certificate of acceptance which shall be specified and signed by the employer after the inspection, acceptance and approval of the completed sections of the works has taken place
- "as-built" drawings of the installation on 0,08 mm thick polyester film
- written application to energise the completed sections of the works.

The contractor shall be responsible for timeously arranging for all tests and inspections with the employer and engineer, submitting the necessary documents and drawings to the engineer and applying for the energizing of the completed sections of the works.

## **18. "AS-BUILT" DRAWINGS**

On completion of the contract, all drawings required for the manuals shall be prepared and included in the manuals as specified in hard copy as well as electronic copy. In addition, a set of drawings on 0,08-mm-thick polyester film shall be handed to the engineer to form the "as-built" records. The "as-built" drawings must also be submitted in AutoCAD format, version 2021 or earlier as specified by the engineer.

**B. DRAWINGS**

<b>Drawing Number</b>	<b>Drawing Description</b>
AFRI-2022-034-EE-10	MUPATA JP TYPICAL SITE LAYOUT
AFRI-2022-034-EE-11	MUNGANYA JP TYPICAL SITE LAYOUT
AFRI-2022-034-EE-12	SHAKAMBU JP TYPICAL SITE LAYOUT
AFRI-2022-034-EE-13	SHAMAVINYO JP TYPICAL SITE LAYOUT
AFRI-2022-034-EE-14	TYPICAL CLASSROOM BLOCK (CORRUGATED SHEETS)



## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: \_\_\_\_\_

*The bidder is advised to include all costs related to:*

- i) Preliminaries and Generals Expenses for execution of project;*
- ii) Material costs;*
- iii) Labour costs.*

*This Provisional Bills of Quantities forms part of and must be read in conjunction with the Drawings, Specifications and Bid Documents, which documents contain the full descriptions of the work to be done and material and equipment to be supplied and installed, and unless otherwise described in the Provisional Bills of Quantities, reference should be made to the Drawings and Specifications for the full meaning of descriptions of work to be done and materials and equipment to be supplied in the contract.*

*See attached Bill of Quantities for priced activity schedule*

### **Priced Activity Schedule Authorised By:**

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

*[Public Entity shall customise this section and the table hereunder where the Service Providers have to achieve set specification and performance standards.]*

Procurement Reference Number: \_\_\_\_\_

*[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]*

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	16mm <sup>2</sup> x 4Core, Underground Cable		
2	10mm <sup>2</sup> x 2Core, Underground Cable		
3	6mm <sup>2</sup> x 2Core, Underground Cable		
4	Type A Light fitting		
5	Type B Light Fitting		

\* Columns A and B to be completed by Public Entity.

### Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

# PART 3 – Conditions of Contract and Contract Forms

## Section VI - General Conditions of Contract General Conditions of Contract

### A. General

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

- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Notification of award and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months unless otherwise stated.
- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period **named in the SCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Notification of award.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) SCC means Special Conditions of Contract
- (aa) The Site is the area **defined as such in the SCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC**.

## 2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended

Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Notification of award,
- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,<sup>1</sup> and
- (i) any other document **listed in the SCC** as forming part of the Contract.

- |                                       |   |
|---------------------------------------|---|
| <b>3. Language and Law</b>            | 3.1 The language of the Contract must be English and the law governing the Contract is the Law of Namibia.  |
| <b>4. Project Manager's Decisions</b> | 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.   |
| <b>5. Delegation</b>                  | 5.1 Otherwise <b>specified in the SCC</b> , 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.   |
| <b>6. Communications</b>              | 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing to the addresses <b>specified in the SCC</b> . A notice shall be effective only when it is delivered.   |
| <b>7. Subcontracting</b>              | 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.  |
| <b>8. Other Contractors</b>           | 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as <b>referred to in the SCC</b> . The Contractor shall also provide facilities and services for them as described in the Schedule. The |

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<sup>1</sup> In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."



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 notification of award. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

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

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

## 14. Site Data

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

- |  |  |
|--|--|
| <b>15. Contractor to Construct the Works</b>                         | 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.  |
| <b>16. The Works to Be Completed by the Intended Completion Date</b> | 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.  |
| <b>17. Approval by the Project Manager</b>                           | <p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>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.</p> |
| <b>18. Safety</b>  | 18.1 The Contractor shall be responsible for the safety of all activities on the Site.   |
| <b>19. Discoveries</b>   | 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.   |
| <b>20. Possession of the Site</b>                                    | 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within thirty days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date <b>stated in the SCC</b> , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.   |
| <b>21. Access to the Site</b>  | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.   |

- 22. Instructions**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Notification of award. If, in the notification of award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 15 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 30 days of receipt of such request.
- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 15 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within thirty (30) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above thirty (30) days, the Adjudicator's decision shall be final and binding.

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

## **B. Time Control**

### **25. Program**

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

### **26. Extension of the Intended Completion Date**

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event (as defined in GCC 41) occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

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

### **C. Quality Control**

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

Manager considers may have a Defect.

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

#### **D. Cost Control**

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.
- Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.
- 36. Changes in the Contract Price** 36.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
  - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of



the Employer.

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

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

### **37. Variations**

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

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

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

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

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

### **38. Cash Flow Forecasts**

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



### 39. Payment Certificates

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

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

### 40. Payments

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

legal rate.

- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions to the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

#### **41. Compensation Events**

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

- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
  - (a) reason of any exceptionally adverse weather conditions (as specified in the BDS) and
  - (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

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

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

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

## **42. Tax**

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

result of GCC Clause 44.

#### 43. Currencies

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

#### 44. Price Adjustment

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

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

where:

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

$A_c$  and  $B_c$  are coefficients<sup>2</sup> **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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

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

#### 45. Retention

- 45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.
- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on

<sup>2</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient  $A_c$ , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sums of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

demand” Bank guarantee.

#### **46. Liquidated Damages**

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

#### **47. Bonus**

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

#### **48. Advance Payment**

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

#### **49. Securities**

- 49.1 The Performance Security shall be provided to the Employer no

later than the date specified in the Notification of award and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

49.2 (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:

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.

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

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.

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.

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

## **50. Dayworks**

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

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

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

## **51. Cost of Repairs**

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

## **52. Labour Clause**

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

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

(ii) by arbitration awards; or

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

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

52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has,



together with his claim for payment, filed a certificate:

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

52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection V 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**

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



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

## 57. Termination

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

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

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

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

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

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

## **58. Fraud and Corruption**

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

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

58.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
  - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

## **59. Payment upon Termination**

59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work

not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

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

## **60. Property**

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

## **61. Release from Performance**

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

## Section VII. Special Conditions of Contract

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

A. General																	
<b>GCC 1.1 (r)</b>	The Employer is: <b>Executive Director</b> <b>Ministry of Mines and Energy</b> <b>Private Bag 1329</b> <b>Windhoek</b> <b>6 Aviation Road</b> <b>Tel. 061 – 284 8111</b> <b>Fax. 061 – 238 643</b>																
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be <b>12 weeks (3 Months)</b> excluding builder's holiday																
<b>GCC 1.1 (y)</b>	The Project Manager is: <b>AFRI Consulting Engineers and Project Managers</b>																
<b>GCC 1.1 (aa)</b>	The Site is located at: <table border="1"> <thead> <tr> <th>SCHOOL NAME</th><th>CONSTITUENT CY</th><th>GPS COORDINATES</th></tr> </thead> <tbody> <tr> <td>Shamavinyo JP</td><td>Mukwe</td><td>Lat: -18.13628717 Lon: 21.53668130</td></tr> <tr> <td>Munganya JP</td><td>Ndiyona</td><td>Lat: -18.00495462 Lon: 21.04872062</td></tr> <tr> <td>Mupata JP</td><td>Mukwe</td><td>Lat: -18.02570275 Lon: 22.27841331</td></tr> <tr> <td>Shakambu JP</td><td>Mashare</td><td>Lat: -18.26636164 Lon: 20.07640183</td></tr> </tbody> </table>		SCHOOL NAME	CONSTITUENT CY	GPS COORDINATES	Shamavinyo JP	Mukwe	Lat: -18.13628717 Lon: 21.53668130	Munganya JP	Ndiyona	Lat: -18.00495462 Lon: 21.04872062	Mupata JP	Mukwe	Lat: -18.02570275 Lon: 22.27841331	Shakambu JP	Mashare	Lat: -18.26636164 Lon: 20.07640183
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<b>GCC 1.1 (dd)</b>	The Start Date: Immediately after Performance Guarantee and Security are submitted																
<b>GCC 1.1 (hh)</b>	The Works consist of "supply, delivery, installation, testing and commissioning of the distribution transformers:																
<b>GCC 2.2</b>	Sectional Completions are: NOT APPLICABLE																
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: <ul style="list-style-type: none"> <li>(a) <b>Agreement,</b></li> <li>(b) <b>Notification of award,</b></li> <li>(c) <b>Contractor's Bid,</b></li> <li>(d) <b>Special Conditions of Contract,</b></li> </ul>																

	<p>(e) <b>General Conditions of Contract,</b></p> <p>(f) <b>Specifications,</b></p> <p>(g) <b>Drawings,</b></p> <p>(h) <b>Bill of Quantities</b></p>
<b>GCC 5.1</b>	The Project manager may not delegate any of his duties and responsibilities.
<b>GCC 6.1</b>	<p>Delivery address for notices is:</p> <p>Employer:  <b>Procurement Management Unit Head</b>  <b>Ministry of Mines and Energy</b>  <b>Private Bag 13297</b>  <b>6 Aviation Road, Windhoek</b>  <b>Tel. 061 – 284 8435 / 8188 Fax. 061 – 235 632</b></p> <p>Contractor:</p> <p>.....</p> <p>.....</p> <p>.....</p>
<b>GCC 8.1</b>	Schedule of other contractors: None
<b>GCC 13.1</b>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials.</p> <p>(b) for loss or damage to Equipment.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees.</p> <p>(ii) of other people</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</p>

	insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.															
GCC 14.1	<div>Site Data are:</div> <table><tr><th>SCHOOL NAME</th><th>CONSTITUEN CY</th><th>GPS COORDINATES</th></tr><tr><td>Shamavinyo JP</td><td>Mukwe</td><td>Lat: -18.13628717 Lon: 21.53668130</td></tr><tr><td>Munganya JP</td><td>Ndiyona</td><td>Lat: -18.00495462 Lon: 21.04872062</td></tr><tr><td>Mupata JP</td><td>Mukwe</td><td>Lat: -18.02570275 Lon: 22.27841331</td></tr><tr><td>Shakambu JP</td><td>Mashare</td><td>Lat: -18.26636164 Lon: 20.07640183</td></tr></table>	SCHOOL NAME	CONSTITUEN CY	GPS COORDINATES	Shamavinyo JP	Mukwe	Lat: -18.13628717 Lon: 21.53668130	Munganya JP	Ndiyona	Lat: -18.00495462 Lon: 21.04872062	Mupata JP	Mukwe	Lat: -18.02570275 Lon: 22.27841331	Shakambu JP	Mashare	Lat: -18.26636164 Lon: 20.07640183
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GCC 20.1	The Site Possession Date(s): After Performance Guarantee and Security are submitted															
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: NONE															
GCC 24.	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer’s Representative, the matter in dispute shall, in the first place, be referred in writing to the employer’s representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p><b>Dispute Adjudication Board</b></p> <p>“commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p><i>or</i></p> <p>“the competent courts of Namibia”</p>															
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: NONE															



<b>GCC 24.4</b>	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>B. Time Control</b>	
<b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Notification of award.
<b>GCC 25.3</b>	The period between Program updates is 30 days.  The amount to be withheld for late submission of an updated Program is: Not Applicable
<b>C. Quality Control</b>	
<b>GCC 33.1</b>	The Defects Liability Period is: <b>365</b> days.
<b>GCC 39.7</b>	Interim Payment for Plant and Material on site <b>is</b> applicable.
<b>D. Cost Control</b>	
<b>GCC 41.1 (l)</b>	<i>Adverse weather conditions:</i> Weather events in excess of the maximum rainfall for the month, for the applicable region as provided by the Namibia Meteorological Service
<b>GCC 43.1</b>	The currency of the Employer’s country is: <b>Namibian Dollars.</b>
<b>GCC 44.1</b>	The Contract “ <b>is not</b> ” subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients “ <b>does not</b> ” apply.
<b>GCC 45.1</b>	The proportion of payments retained is: <b>5 % of the contract amount</b>
<b>GCC 46.1</b>	The liquidated damages for the whole of the Works are <b>1%</b> per week The maximum amount of liquidated damages for the whole of the Works is <b>15 % of contract price</b>
<b>GCC 47.1</b>	The maximum amount of Bonus for the whole of the Works of the final Contract Price is <b>not applicable.</b>
<b>GCC 48.1</b>	The Advance Payments shall be: <b>Not Applicable</b>
<b>GCC 49.1</b>	The Performance Security amount is <b>10 %</b>  (a) Bank Guarantee: <b>10 %.</b>

<b>E. Finishing the Contract</b>	
<b>GCC 55.1</b>	<p>The date by which operating and maintenance manuals are required is <b>30 days after the issue of practical completion certificate.</b></p> <p>The date by which “as built” drawings are required is <b>30 days after practical completion date.</b></p>
<b>GCC 55.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <b>NOT APPLICABLE</b>
<b>GCC 56.1</b>	Operating and maintenance manuals should be supplied to the employer by the contractor no later than: <b>30 days after practical completion</b>
<b>GCC 56.1</b>	Amount to be withheld should the maintenance and operation manuals not be provided is: <b>NOT APPLICABLE</b>
<b>GCC 57.2 (g)</b>	The maximum number of days is: <b>30 days.</b>
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b>20%.</b>