



REQUEST FOR SEALED QUOTATION WORKS

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT TOASIS,
AMINIUS, OMAHEKE REGION

Procurement Reference No: W/RFQ/15-16/2021

COMPANY NAME: _____

BID AMOUNT (VAT INCLUDED) _____

BIDDER'S CONTACT NUMBER: _____

BIDDER'S E-MAIL ADDRESS: _____

CLOSING DATE AND TIME OF BID REQUEST (S):

DATE: MONDAY 10TH JANUARY 2022

TIME: 10h00 am

DOCUMENTS TO BE DELIVERED AT:

MINISTRY OF MINES AND ENERGY
PRIVATE BAG 13297
WINDHOEK
6 AVIATION ROAD
EROS AIRPORT ROAD

GROUND FLOOR
BLOCK F1
ROOM F1 005

Email: Procurement.Management@mme.gov.na

Tel: + 264 61 284 8111/8434/8236

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION 0: SCHEDULE OF
DOCUMENTS



MINISTRY OF MINES AND ENERGY

TEL. 061 284 8111

Private Bag 13297

FAX: 061 238 643

WINDHOEK

Enq:

17 December 2021

Letter of Invitation

TO:

.....

Dear Sirs/Madam

REQUEST FOR A QUOTATION FOR:

THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS, AMINIUS, OMAHEKE REGION

The **Ministry of Mines and Energy** invites you to submit your best quote for the service 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 Mr A Hangula at Ministry of Mines and Energy.

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

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION 0: SCHEDULE OF
DOCUMENTS

PROCUREMENT REF. NO.: W/RFQ/15-16/2021

**THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS,
AMINIUS, OMAHEKE REGION**

SECTION 0: SCHEDULE OF DOCUMENTS

CONSTRUCTION OF THE MV ELECTRICAL SUPPLY NETWORK TO
CHIEF HOSEA KUTAKO MEMORIAL MUSEUM AND HOMESTEAD
SHRINE, TOASIS, AMINUS – OMAHEKE REGION

SECTION 0: SCHEDULE OF DOCUMENTS

VOLUME 1 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction, shall be applicable to this Contract.

VOLUME 2 THIS DOCUMENT (DOCUMENT FOR PROCUREMENT OF WORKS)

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>	<u>COLOUR</u>
Section 0	Schedule of Documents	Section 0/0 - 0/1	White
Section I (A)	Instruction to Bidders	Section I(A)/0 - I/3	White
Section I (B)	Conditions of Bid	Section I(B)/4 - I/11	Rose
Section II	Quotation Letter	Section II/0 - II/6	White
Section III	Priced Activity Schedule	Section III/0 - III/	Yellow
Section IV	General Conditions of Contract	Section IV/0 - IV/23	Rose
Section V	Employers Requirements	Section V/0- V/35	Green
Section VI	Schedules	Section VI/0 - VI/3	White
Section VII	Pro-Forma Documents	Section VII/0 - VII/3	Rose
Section VIII	Forms to be Completed by Bidder	Section VIII/0 - VIII/16	Green
Section IX	Letter of Bid and Appendix to Bid	Section XI/0 - XI/5	Rose

Drawings: A3 size drawings (not to scale) for tender purposes have been included in Volume 2. Once the successful tenderer is appointed three (3) sets of complete, to scale A1 drawings will be issued for construction purposes.

Note:

The submission of a Tender is and will be considered an acknowledgement by the Tenderer(s) that he/they has/have inspected these Tender Documents and that he/they is/are fully conversant with the contents thereof and that he/they will not submit any claim whatsoever based on ignorance or obscurity or insufficiency of these documents whether alleged or proved.

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MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION I: INSTRUCTION TO BIDDERS

PROCUREMENT REF. NO.: W/RFQ/15-16/2021

**THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS,
AMINIUS, OMAHEKE REGION**

SECTION I(A): INSTRUCTION TO BIDDERS

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION I: INSTRUCTION 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 60 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 company Registration Certificate;
- (b) have an original valid Good Standing Tax Certificate or certified copy;
- (c) have an original valid good Standing Social Security Certificate or certified copy;
- (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;
- (e) Submit the signed Bid-securing Declaration;
- (f) Contract must have a minimum of 3 year experience of overhead electrical MV & LV construction;
- (g) Contractor should provide prove of completing at least 5 project of similar nature (Attached completion certificate);
- (h) Contract my submit prove of credit worthiness (attached proof from the supplier or qualifying credit facility from a banking institution);
- (i) Minimum bar chart program of works showing detailed key tasks and time period;
- (j) Proof of valid company registration with CENORED/Nampower as an Electrical Contractor, authorized to operate on system voltages up to 33kV;
- (k) All pages of the bid, except for non-amended printed descriptive literature, are signed or initialled by the person signing the bid.

5. Bid Security/Bid Securing Declaration

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

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SECTION I: INSTRUCTION TO BIDDERS

6. Works Completion Period

The completion period for works shall be three (3) months after acceptance and issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable.

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 on the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at *The Ministry of Mines and Energy*, Windhoek not later than **10h00 on Monday 10th January 2022**. Quotations by post or hand delivered should reach *The Ministry of Mines and Energy*, Windhoek 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.

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.

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 (Not Applicable)

13.1. The applicable margins of preference and their application methodology are as follows: Not Applicable

13.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of: Not Applicable

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SECTION I: INSTRUCTION TO BIDDERS

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.

15. Performance Security

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of 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.

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SECTION I (B): CONDITIONS OF BID

PROCUREMENT REF. NO.: W/RFQ/15-16/2021

**THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS,
AMINIUS, OMAHEKE REGION**

SECTION I (B): CONDITIONS OF BID

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
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SECTION I (B): CONDITIONS OF BID

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SECTION I (B): CONDITIONS OF BID

1 COST OF BIDDER

The cost of bidder will be the responsibility of the Bidder and no additional payment will be made by the Employer in this regard.

2 BID REGULATIONS

Only original completed Bid will be accepted and no electronic or faxed copies will be considered.

All entries must be in the same handwriting in black ink or by using the same typewriter. Any cancellation or correction must be done by drawing a line through the incorrect entry and rewriting the correct entry above or beside the incorrect entry, where-after such cancellation shall be initialed in the margin opposite where each cancellation occurs. Incorrect entries shall not be obliterated with erasing fluid.

On submission of Bids, the Bidders will be deemed to have acquainted themselves fully with the Bid Documents, the site conditions, access thereto, local applicable laws and requirements and all aspects of the programme for the manufacture, erection and completion of the works as envisaged in the Documents, prior to pricing and submission of their Bid. Form B (Bidder's familiarity with Documents) contained in Section 9 of this Document, must be completed, and signed by the Bidder for this purpose.

All prices quoted and payments are to be in the currency of the Republic of Namibia and must exclude VAT. The VAT shall be added, at a rate of 15%, to the Total Bid Amount.

The Bidder must allow in the Bid for all labour, material, construction plant, temporary works, and everything else deemed necessary for the execution and completion of the Works in accordance with the Bid Documents.

Should the Bidder be of the opinion that the Schedule of Quantities does not cover the full extent of items described in the Standard and Project Specifications of the Bid Document, it should be brought to the attention of the Engineer. Should it be required, the Engineer will make the required changes and issue an instruction in this regard in the form of an Addendum to the Bid Documents.

If no such notifications are received by the Engineer before the final date for posing of questions, as stipulated in the appendix to the Conditions of Bid, it will be deemed that the payment items included in the Schedule of Quantities are sufficient to enable Bidders to price the Works entirely and no claims in this regard by the successful Bidder will be considered at any stage before, during or after the Construction Period.

A Bid will not be regarded as bona fide unless this Document is returned, completed in its entirety with regard to all schedules and forms (except for the Forms of Agreement and Bond).

Any/All Notices to Bidders (Addenda) shall be signed and attached to the back of this Volume.

Bidders that are incomplete may be disqualified at the discretion of the Employer. Vague statements may prejudice the Bid and essential details required for assessment and comparison should be complete in every respect.

Bidders shall state in the Schedule of Key Personnel Offered, the name, qualifications and experience of the personnel he intends to provide for the execution of the Works. Form G (Schedule of Key Personnel Offered) contained in Section 9 of this Document must be completed and signed by the Bidder for this purpose.

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SECTION I (B): CONDITIONS OF BID

Note: All Curricula Vitae of proposed Key Personnel must be attached to this Volume and failure to comply therewith shall result in rejection of the Bid.

The Bidder must complete Form I (Financial Statement) contained in Section 9 of this Document certifying that his banking account is good and that his financial standing is such that he can be recommended to undertake the work for which he has Bided. The letter in respect of the Bank Manager's opinion on financial ability of the firm to undertake the works for which he has tendered must be attached to this Volume and failure to comply therewith shall result in the rejection of the Bid. The Engineer shall have the right to call for and receive the Bidder's balance sheet or other financial statements as the Employer may find appropriate before awarding the Contract to the successful Bidder, or at any time during the course of the Contract.

The completed document duly filled in and signed needs to be parceled and sealed in an envelope clearly indicating: THE **CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO SHRINE AND MEMORIAL MUSEUM AT TOASIS, AMINUS – OMAHEKE REGION**, due date as well as the name and address of the Bidder. This parcel/document needs to be delivered/placed into the Bid Box on the date and time stipulated in the Appendix to the Conditions of Bid.

After submission and before the Engineer's recommendation to the Employer, no interviews dealing with the subject can be granted to anybody and no calls or letters bearing on this Bid shall be answered by either the Employer or the Engineer. The successful Bidder will be advised by the Employer to this effect in writing. Notwithstanding the above, the Engineer shall have the right when deemed necessary to ask any Bidder for a clarification of his Bid.

3 ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected in the event of:

- incomplete offers;
- irregularities of any kind in either the Bid Form or the priced Schedule of Quantities, or;
- if the prices Bided in the Schedule of Quantities are obviously unbalanced and the Bidder, after being called upon to adjust the same in a reasonable manner, fails to do so within a period of two (2) days after receiving notification to that effect.

4 BID QUALIFICATIONS

Bids must be submitted strictly in accordance with the Bid Documents, i.e. without qualifications. Qualifications in the nature of statements of interpretations of Bid Documents must be avoided and any point of doubt or difficulty should be cleared with the Engineer as early as possible during the Bid Period.

5 VARIATION IN BIDS

If in addition, the Bidder desires to submit alternative methods of construction or any other variations for consideration, separate Forms of Bid, Schedules of Quantities and/or Statements should accompany the Bid setting out the salient features of the alternative or variation proposed.

No Alternative Bid will be considered unless a Bid without any qualifications and strictly based on the Bid Documents is also submitted.

Where it is desired to submit an alternative Bid involving modification to the design or qualifications of the Bid Documents, the following procedure must be observed:

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SECTION I (B): CONDITIONS OF BID

Proposals involving modification of design in whole or in part should be notified in confidence to the Engineer as early as possible during the Bid Period. Following receipt of this notification, the Engineer will give a preliminary opinion as to the acceptability of the modifications proposed; this will not be binding on the Engineer. In their own interest Bidders are advised to provide as much information as possible about the modifications at this stage.

If a Bidder desires to submit for consideration an Alternative Bid which only deviates from the Bid Documents in that a different Time for Completion is offered, it is not necessary to notify the Engineer prior to the closing date of his intention to do so.

If the Bidder does decide to submit an Alternative Bid, it must be accompanied by supporting information, drawings, calculations and a priced alternative Schedule of Quantities to enable the Engineer to fully assess the technical acceptability, construction time and cost thereof.

When a qualified Bid is submitted it must be made in the form of an Alternative Offer, showing the financial or other implications of the qualification(s) on the unqualified Bid. Any Alternative Bid involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the Contract.

A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving which it can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended Contract for signature.

6 AMENDMENTS TO BID BY EMPLOYER

Arithmetical errors

The Engineer reserves the right to correct arithmetical or other errors in the extension of rates and totals in the Bid. In no case will Bided Rates be adjusted when correcting such errors.

Imbalance in Bid Rates

In the event of there being any rate or rates which are declared to be unacceptable to the Engineer for reasons which he will indicate, the Bidder will be requested to:

- justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, and subsequently to
- consider amending and adjusting such rate or rates while retaining the Bid Sum unchanged and fixed. It must be understood that in the event of the Bidder refusing to adjust any rate or rates to the satisfaction of the Engineer, such refusal may prejudice his Bid.

7 DISQUALIFICATION OF BID

The Bid of any Bidder who has not conformed to these Conditions of Bid and the instructions reflected in any official Bid Notice may be disqualified at the discretion of the Employer.

8 PERFORMANCE SECURITY

The successful Bidder shall provide, to the Engineer's satisfaction, within fourteen (14) working days of the date of receipt by him of the Letter of Acceptance, a Performance Security to the value of the amount stipulated in the Letter of Acceptance. A Performance Guarantee issued by either an associate company of the Contractor or a private person or persons is not acceptable.

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SECTION I (B): CONDITIONS OF BID

A pro-forma of the Performance Guarantee has been included in the Schedule section of this Document, but shall not be completed at Bid stage.

Failure to comply within the allotted time frame shall result in the bidder being penalised for the late submission of the required Performance Guarantee.

9 INSURANCE POLICIES

The successful Bidder shall submit for the Engineer's perusal and to his satisfaction, within fourteen (14) working days of the date of receipt by him of the Letter of Acceptance, the insurance policies and the receipts for the current premiums as are requested **SSC**.

Failure to comply with of the conditions of bid within the allotted time frame shall result in the bidder being penalised for the late submission of the required Insurance Policies amounting to N\$ 500-00 per calendar day after the deadline (14 days after the Letter of Acceptance) of the submission of the guarantee has lapsed.

10 FAILURE TO COMPLY WITH CLAUSES 8 AND 9 WITHIN THE TIME LIMIT

Failure of the successful Bidder to comply with clauses PERFORMANCE SECURITY and INSURANCE POLICIES within the time limits shall result in further Conditions of Contract being imposed by the Employer.

11 COST INCURRED BY BIDDER

The Employer will not be responsible for or pay for expenses incurred or losses suffered by any Bidder in the preparation and submission of his Bid or in visiting the Site in connection thereof.

12 BID ALL-INCLUSIVE

General

The Bidder shall allow in the Bid full compensation for all labour, material, construction equipment, temporary works, taxes, levies and everything else deemed necessary for the execution and completion of the Works in accordance with the Bid Documents.

Taxes and Levies

The Bid Rates and amounts shall exclude Value Added Tax (VAT). The VAT shall be added, at a rate of 15%, to the Total Bid Amount.

Signing of Contract

The successful Bidder shall sign the Contract Agreement within a period of fourteen (14) days after receiving the Letter of Acceptance.

Stamp Duties

All stamp duties in connection with the contract shall be paid by the Contractor.

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SECTION I (B): CONDITIONS OF BID

Legal Aspects

The laws of the Republic of Namibia shall be applicable to the Contract created by the acceptance of a Bid and each Bidder shall indicate a place in the Republic and specify it in his Bid as his domicilium citandi et executandi where any legal process may be served on him.

13 CONDITIONS OF BID BINDING

The Conditions of Bid shall be binding upon all Bidders submitting a Bid for the service or services stated in the Bid Documents, and submission of a Bid shall be considered as an Agreement to all the Conditions of Bid.

14 TIME FOR COMPLETION

Time for Completion of the Project will be as stipulated in **SSC**. Alternatively, Bidders may submit a reduced construction period for completion of the Works as part of an Alternative Bid.

15 PREFERENCE TO LOCALLY BASED CONTRACTORS

Locally based contractors shall receive preference in the adjudication of the Bids.

16 ENQUIRIES

All enquiries in connection with this Bid must be addressed in writing to the Engineer. The written enquiries may be sent by post, fax or e-mail to the Engineer. The contact detail of the Engineer is given in the Appendix to the Conditions of Bid.

The Contractor may pose written enquiries for answering by the Engineer until the date and time stipulated in the Appendix to the Conditions of Bid.

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SECTION I (B): CONDITIONS OF BID

17 APPENDIX TO CONDITIONS OF BID

Item	Data
Enquiries	Mr A Hangula Ministry of Mines and Energy Private Bag 13297, Windhoek Tel: (061) 2848111 / Fax: (061) 238643 Email: info@mme.gov.na

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SECTION II: QUOTATION LETTER

PROCUREMENT REF. NO.: W/RFQ/15-16/2021

**THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS,
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SECTION II: QUOTATION LETTER

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
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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:	<i>The Ministry of Mines and Energy Private Bag 13297, Windhoek, Namibia</i>
Procurement Reference Number:	W/RFQ/15-16\2021
Subject matter of Procurement:	THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO SHRINE AND MEMORIAL MUSEUM AT TOASIS, AMINUS – OMAHEKE REGION

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 _____ days *[insert number of 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	

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SECTION II: QUOTATION LETTER

Appendix to Quotation Letter

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

Date:

Procurement Ref No.: W/RFQ/15-16/2021

To: MINISTRY OF MINES AND ENERGY

Private Bag 13297, Windhoek, Namibia

Telephone: +264 61 2848111 / Facsimile: +264 61 238643

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.]

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SECTION II: QUOTATION LETTER

**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:

.....

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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.*

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Qualification Information

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

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Evidence of signatory authorized to sign the bid (if applicable):
[attach]
- 1.2 Annual amounts of construction works performed during the last *[insert number]* years *[insert amounts in the national currency equivalent]*
- 1.3 Number *[insert number]* of works of a nature and amount similar to the Works performed as prime Contractor over the last *[insert number]* years. *[Also list details of work under way or committed, including expected completion date(s).]*

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Additional Requirements

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

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SECTION III: PRICED ACITIVITY SCHEDULE

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PREAMBLE TO THE PRICED ACTIVITY SCHEDULE

- 6.1. This Priced Activity Schedule forms part of the Contract Documents and shall be read in conjunction with the General Conditions of Contract, Particular Conditions of Contract, Standard Specifications, Project Specifications, and Drawings.
- 6.2. The quantities set out in the Priced Activity Schedule are estimated only, and their accuracy or inaccuracy shall in no way effect the validity of the bid or any contract based thereon. The total amount of each item set out in the Priced Activity Schedule at the rate or price inserted by the bidder shall be stated, but these figures are required solely for the purpose of assessment and shall not be deemed to be the actual sums which shall be paid to the Contractor for the execution of the Works. The sums to be paid to the Contractor shall (subject to the provisions of the General Conditions of Contract) be determined by measuring the work actually done in accordance with the Contract and valuing such work at the rates and prices inserted by the Contractor in the Priced Activity Schedule.
- 6.3. Except where otherwise provided for in the Priced Activity Schedule, the bid rates and prices inserted shall represent full compensation for furnishing the completed item of work described under the respective items and shall cover all labour, materials, transport, cartage, storage, temporary work, constructional plant and overhead charges, watching, lighting, profit and maintenance as well as the general liabilities, obligations and risks arising from the Conditions of Contract, the overhead charges and profit being spread proportionally over the rates of the relative items of the Priced Activity Schedule. The Contractor shall have no claim for further payment in respect of any work or method of execution which may be described or implied in the Contract and for which no corresponding item is given in the Priced Activity Schedule, but the payment thereof shall be deemed to be included in the bid rates or prices for furnishing the completed item of work.
- 6.4. The Contractor shall fill in a rate to each item in the Priced Activity Schedule whether quantities are stated or not. Items against which no rate is entered by the Contractor will not be paid for when executed but will be regarded as covered by other rates in the Priced Activity Schedule.
- 6.5. If, when bids are considered, the unit rates multiplied by the quantities for any particular pay items do not agree with the total amount shown, then the unit rates will be accepted as the correct figures and shall prevail over the total amounts. In such cases the amount of each item as well as the gross bid amounts shall be adjusted accordingly.
- 6.6. It is to be understood that the Works as executed will be measured for payment in accordance with the method described in the Contract Documents and under the items as therein set forth notwithstanding any custom to the contrary. The net measurement or weight of the finished work in place will always be taken except where otherwise specified.
- 6.7. The quantities of work and material stated in the Priced Activity Schedule shall not be considered as limiting or extending the amount of work to be done or material to be supplied by the Contractor.
- 6.8. General directions and descriptions of work and material given in the Specifications are not repeated in the Priced Activity Schedule. Reference shall be made to the Specifications, Special Conditions of Contract and General Conditions of Contract for this information. The "payment clauses" refer to the corresponding clauses in the specifications and where "P" appears reference shall be made to the corresponding clause of the Special Conditions in respect of the Specifications.
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- 6.9. The prices and rates in the Priced Activity Schedule will be exclusive of Value Added Tax to be paid as laid down in existing legislation. VAT shall be added separately as directed in the schedule.

6.10. REFERENCES

Where cross-references to Clauses and Drawings are given in the Priced Activity Schedule and other Contract Documents, such cross-references are not necessarily complete. References to parts of and Clauses in other Contract Documents and to the Drawings will normally be abbreviated as follows:

<u>DOCUMENT</u>	<u>ABBREVIATION</u>
Conditions of Bid	T
Drawings	Drg
General Conditions of Contract	GCC
Special Conditions of Contract	SCC
Project Specifications	PS
SABS 1200 Standard Specification	SABS1200
Civil Engineering Quantities	CEQ

Priced Activity Schedule Authorised By:

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

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PRICED ACTIVITY SCHEDULE

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SECTION III: SCHEDULE OF RATES FOR MATERIAL

1. SCHEDULE OF RATES 33kV MATERIAL

The rates are to be used in the relevant sections of the Schedule of Quantity for pricing.

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General Conditions of Contract

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Section VI 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 Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (e) Compensation Events are those defined in GCC Clause 41 hereunder.
- (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months.
- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the Completion Date.

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- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager 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.

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- (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) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Special Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,¹ and
 - (i) any other document **listed in the SCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the SCC.**

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor

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

in the role representing the Employer.

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|--|---|
| 5. Delegation | 5.1 Otherwise specified in the SCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. |
| 6. Communications | 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered to the address stated in the SCC |
| 7. Subcontracting | 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 8. Other Contractors | 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification. |
| 9. Personnel and Equipment | <p>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.</p> <p>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.</p> |
| 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 | <p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive |

contamination directly affecting the country where the Works are to be executed.

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

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

13.6 The policies which are in the joint names of the Contractor and the

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- Employer shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Employer.
- | | |
|--|--|
| 14. Site Data | 14.1 The Contractor shall be deemed to have examined any Site Data referred to in the SCC , supplemented by any information available to the Contractor. |
| 15. Contractor to Construct the Works | 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. |
| 16. The Works to Be Completed by the Intended Completion Date | 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date. |
| 17. Approval by the Project Manager | <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> |
| 18. Safety | 18.1 The Contractor shall be responsible for the safety of all activities on the Site. |
| 19. Discoveries | 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them. |
| 20. Possession of the Site | 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date stated in the SCC or as thereafter reviewed and agreed by the parties , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 21. Access to the Site | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
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22. Instructions

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

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

**23. Appointment of
the Adjudicator**

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

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

**24. Procedure for
Disputes**

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

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

B. Time Control

25. Program

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

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

26. Extension of the Intended Completion Date

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

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

27. Acceleration

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

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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.

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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

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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. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**39. Payment
Certificates**

- 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

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

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

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

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

40. Payments

40.1 Payments shall be adjusted for deductions for 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 for each of the currencies in which payments are made.

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

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

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

41. Compensation Events

41.1 The following shall be Compensation Events:

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

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

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

42. Tax

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

43. Currencies

43.1 The currency of payment shall be Namibian Dollars.

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

44. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients² **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and loc 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.

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

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

46. Liquidated Damages

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

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

47. Bonus

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

48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies 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 Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the

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types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

49.2 (a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:

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

49.3 Where a Preference Security is applicable:

- (i) the Employer's Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.
- (ii) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.
- (iii) the Employer's and Contractor's representatives shall consult each other to ensure that the Contractor's obligation towards local manpower employment is met during the Works execution.
- (iv) At the time of works completion, the Contractor shall submit a certified audited report to the Employer to substantiate the actual

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percentage of local manpower employed throughout the execution of the works.

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

50. Dayworks

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

51. Cost of Repairs

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

52. Labour Clause

- 52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
 - (ii) by arbitration awards; or
 - (iii) by submitting a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less 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 Entity 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

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under clause 40, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

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

E. Finishing the Contract

- 53. Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the

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Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

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

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

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

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

58. Fraud and Corruption

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

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

58.3 For the purposes of this Sub-Clause:

- (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

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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.

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
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PROCUREMENT REF. NO.: W/RFQ/15-16/2021

**THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS,
AMINIUS, OMAHEKE REGION**

SECTION V: EMPLOYERS REQUIREMENTS

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION V: EMPLOYERS REQUIREMENTS

Section VII. Special Conditions of Contract

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

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

A. General	
GCC 1.1 (r)	The Employer is Executive Director Ministry of Mines and Energy Private Bag 13297 Windhoek 6 Aviation Road Tel. 061 – 284 8111 Fax. 061 – 238 643
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>[12 weeks after the site is handed over to the contractor]</i>
GCC 1.1 (y)	The Project Manager/Engineer is: Denchi Consulting Engineers P.O Box 80352 44 Bismarck Street, Windhoek Denchi Consulting Engineers P.O Box 11695 1st Floor, GIPF Building, Sam Nujoma Road, Oshakati
GCC 1.1 (aa)	The Site is located at Toasis Aminius in the Omaheke Region.
GCC 1.1 (dd)	The Start Date shall be within 21 days after tender award."
GCC 1.1 (hh)	The Works consist of: THE CONSTRUCTION OF THE MV LINE AT THE CHIEF HOSEA KUTAKO SHRINE AND MEMORIAL MUSEUM AT TOASIS, AMINUS – OMAHEKE REGION.
GCC 2.2	Sectional Completions are: <i>[not applicable]</i>
GCC 2.3(i)	The following documents also form part of the Contract: <i>[not applicable]</i>
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.

SECTION V: EMPLOYERS REQUIREMENTS

PREPARED BY DENCHI CONSULTING ENGINEERS (PTY) LTD

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
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GCC 20.1	The Site Possession Date(s) shall be: Not more than 21 days after tender award
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
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 fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p style="text-align: center;"><i>[Public Entity to choose one of the followings]</i></p> <p style="text-align: center;">“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 style="text-align: center;"><i>or</i></p> <p style="text-align: center;">“ the competent courts of Namibia”</p>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
GCC 24.4	Not Applicable.
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Notification of award.
GCC 25.3	<p>The period between Program updates is <i>[30]</i> days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>[insert amount]</i>. Not Applicable</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days.
GCC 39.7	Interim Payment for Plant and Material on site is applicable. <i>Material on site shall be paid for at 80% of the invoice value.</i>
D. Cost Control	
GCC 41.1 (I)	<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
GCC 43.1	The currency of the Employer's country is: Namibian Dollars.
GCC 44.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 44,

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GCC 45.1	10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.
GCC 46.1	The liquidated damage (penalties for delayed completion) for the whole of the Works is 0.01% of the Contract Sum per day and has an upper limit of 15%, after which tender cancellation and blacklisting of the contractor can be considered
GCC 47.1	The Bonus for the whole of the Works is : <i>not applicable</i>
GCC 48.1	The Advance Payments shall be: limited to 15% of the contract value
GCC 49.1	A Performance Security in the form of a Bank Guarantee representing 10% of the contract price shall be required.
E. Finishing the Contract	
GCC 55.1	Final account shall be concluded before the end of the Defects Liability period.
GCC 56.1	Operating and maintenance manuals should be supplied to the employer by the contractor no later than: <i>[30 days after practical completion]</i>
GCC 56.2	Amount to be withheld should the maintenance and operation manuals not be provided is: <i>[2.5% of contract value]</i>
GCC 57.2 (g)	The maximum number of days is: <i>[_____]; consistent with clause 46.1 on liquidated damages].</i>
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>[10%]</i> .

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SECTION V: EMPLOYERS REQUIREMENTS

Section II - Employer’s Requirements

Section 1: General Technical Specification 2.2

Section 2: List of Electrical Drawings for the Execution of the Contract..... 2.4

Section 3: Detailed Techncial Requirements for the Execution of the Contract..... 2.8

SECTION I: GENERAL TECHNICAL SPECIFICATION**1 STANDARDS**

All material and equipment supplied and/or installed under this contract shall be new and as per the product specification in Part IV and shall comply with the requirements laid down in the latest editions of the relevant SANS or BS 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 specified in Schedule E for approval of the engineer. Rates entered in the schedule of quantities shall be for the specified materials. Schedule E shall reflect the saving. In event of items bearing the SANS mark being available in respect of the materials and equipment required, only items bearing this mark will be acceptable.

The workmanship under this contract shall be of a high standard and to the satisfaction of the Tender Board.

2. RADIO AND TV INTERFERENCE

All equipment installed under this contract shall comply with the Government Notice No. R.2246 and any other applicable rules and regulations in respect of radio and TV interferences. Any equipment found producing interference subsequent to commissioning, shall be suppressed or replaced to the satisfaction of the Tender Board without any additional cost.

3. REGULATIONS

The work shall be carried out strictly in accordance with and all material and equipment supplied shall comply with the following laws and regulations where applicable.

- a) The Machinery, Building, Demolition and Excavation Work Regulations, framed under the Factories, Machinery and Building Work Ordinance 1952,
- b) The Code of Practice for the Wiring of Premises SANS 10142 as amended,
- c) The regulations and bylaws of the Supply Authority.
- d) The applicable regulations of Telecom Namibia.
- e) Code of Practice for Overhead Power Lines, issued by the SA Institute of Electrical Engineers.
- f) The relevant SANS, NRS, BS and IEC and ISO supporting specifications referred to in the standard specifications. The Contractor will be responsible for serving all notices and paying all fees due in terms of the above laws and regulations.

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3. SYSTEM AND SITE CONDITIONS

All materials and equipment supplied under this Contract shall be suitable for operation under the conditions as specified in the Detailed Technical Requirements.

5. DRAWINGS AND INFORMATION TO BE SUBMITTED

Drawings and information to be submitted on completion of the Works:

- i) One set of paper prints of all the drawings showing all "as built" features of the installation.
- ii) Three complete sets of operating and maintenance manuals containing all drawings, test certificates, settings of equipment as commissioned, installation, commissioning and maintenance details, operating instructions, as well as a complete list of spare parts with reference numbers and technical description to enable the client's technical personnel to maintain, service and repair the installation.

6. MATERIAL SPECIFICATION

The following material specifications are applicable to the contract.

Material Item	Document
Aerial Bundled Conductor	SANS 1418, Parts 1 to 3 NRS 018
Bolts and Nuts	SANS 135
Bolts, Eye	SANS 178
Busbars	SANS 1195
Cables, installation of electric	SANS 0198:1988
Cables (house service split concentric)	NRS 017
Cable Glands	SANS 808
Cable Ties	NRS 020
Clamps (strain for split concentric)	
Clamps (suspension for split concentric)	
Clamps Strain	SANS 178
Clevis Tongue Adapter (twisted)	SANS 178
Clips for Wiring	
CNE	SANS 1268:1979 NRS 016:1992
Compression Fittings	BS 3288 Part 1 (Tests)
Concrete Poles	SANS 470
Conductor ACSR/AAC and AAAC	SANS 182
Conduit Saddles, Conduit	

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Connectors, lug/termination	NRS 028
Connectors, insulation piercing	
Connectors, mid-span/full tension,	
Connectors, mid-span/no tension	BS 3288 (Tests)
Cross Arm Braces	SANS 0162
	SANS 1200 H/HA
Cross Arms	SANS 0162
	SANS 1200 H/HA
Earthing Rods	SANS 1063
	SANS 0199
Electricity Dispenser	SANS 1524-1
	NRS 009-1
Fittings (strain and suspension for ABC)	DTS 0105 (NRS 018)
Fuse Holder	SANS 172
Fuses	BS 88
Galvanizing	SANS 763:1988
	SANS 935I
Insulator Hardware	EC/NWS 1536
Insulator Spindle	DTS 0092
Isolators	SANS 0162
	SANS 1200 H/HA
Line Construction	NWS 1512
Long Rod Insulators	DTS 0092
Miniature Circuit Breakers	SANS 156
OS Act (Act No 6 of 1983) and its regulations and amendments	
Pole Top Service Box	NRS 032
Post Insulators	DTS 0092
Preformed Tension Wraps	SANS 178
Preformed Ties	
Ready Boards	NRS 032
Reticulation LV	NRS 023
Service box, Stainless Steel Straps and Buckles	NRS 032

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Stay Assemblies	BS 16
Stay Attachment Brackets	SANS 0162
Stay Insulators, Stay Wires	SANS 182, Part 5
Surfix Wiring	SANS 1507
Surge Diverters	NWS 1108
Symbolic Safety Signs	SANS 1186:1978
Timbles	BS 464
Transformers, 100 kVA self-protected	DTS 0088 (NRS 027)
Transmission line hardware	NWS 1827
Washers	SANS 135
Wire, PVC Covered	SANS 182
Wire, Rope Grips	BS 462
Wire, Stranded Copper, Bare	
Wood Poles, pine	SANS 753

7. CODES OF PRACTICE FOR INSTALLATION PURPOSES

Apart from the codes named under general, the following Codes of Practice are of particular importance:

SANS 0198 - Code of Practice for the selection, handling and installation of electric power cables of rating not exceeding 33 kV.

Part I	-	Definitions and statutory requirements
Part III	-	Earthing systems - general provisions
Part VI	-	Transportation and storage
Part VII	-	Safety precautions
Part VIII	-	Cable laying and installation
Part XIII	-	Testing commissioning and fault location
Part XIV	-	Installation of aerial bundled conductor (ABC) cable

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SECTION V: EMPLOYERS REQUIREMENTS

SECTION II: LIST OF ELECTRICAL DRAWINGS FOR THE EXECUTION OF THE CONTRACT

DRAWINGS

1. MV LINE ROUTE TO TOASIS

1936-ESP-02

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SECTION V: EMPLOYERS REQUIREMENTS

SECTION III: DETAIL TECHNICAL REQUIREMENT FOR THE EXECUTION OF THE CONTRACT

3.1 SCOPE OF THE CONTRACT

This Contract provides for the supply, delivery to site, installation, testing, commissioning, maintenance for a period of twelve calendar months and handing over in good working order of the complete electrical installation as specified or implied herein and/or on the accompanying drawings.

In general the Contract includes amongst others, the following installations:

- (i) MV overhead line construction. All lines to be built to 33kV line voltage regardless of running voltage currently in use.
- (ii) LV distribution and meter boards
- (iii) Liaison with Cenored and NAMPOWER for shut-downs etc

The work to be carried out is detailed below:

SCHEDULE OF WORKS:

LOCATION	MV INSTALLATION	LV INSTALLATION
Toasis Site	14 km of 33kV Line 1 x 100KVA 33kV/400V Tfr	Meter board only

3.2 ELECTRICITY SYSTEM PARTICULARS

The materials supplied must be compatible with the electricity system conditions in the region.

3.2.1 Low voltage system

Voltage, 3 phase	420 V (No load)
Frequency	50 Hz
Neutral earthing	Effective
Maximum fault current	5 kA

3.2.2 High voltage system

Nominal voltage	33 kV
Frequency	50 Hz
Neutral earthing	Non-effective
Fault level	250 MVA
System exposed to lightning	

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3.3 MATERIAL DETAIL SPECIFICATIONS AND RATES

The material specified is the preferred material. If alternative materials are offered, they shall be specified in letter to tender.

3.3.1 33 kV Work Material

ITEM	DESCRIPTION	SPECIFICATION
1. 1.1 1.2 1.3 1.4 1.5 1.6	Wood Pole 9 m 11 m 12 m Earth wire Staples Bandit strap	SABS 753 (Pine wood), top and bottom bonded 140 mm minimum top diameter 160 mm minimum top diameter 160 mm minimum top diameter Steel stranded 3/3.35 x 1100 Mpa 8 SWL wire galvanised 40 mm long 20 mm, stainless steel at top of earth wire
2. 2.1 2.2 2.3	A - Frame strain X - Arm, A - Frame Bolt and Nut Curved washer	M20 x 250, Grade 300 W steel Hot dipped galvanised SABS 763
3. 3.1 3.2 3.3	A - Frame Intermediate A - Arm, A - Frame Bolt and Nut Curved washer	M20 x 250, Grade 300 W steel Hot dipped galvanised SABS 763
4. 4.1 4.2 4.3 4.4	Strain Insulator Assembly : D - Shackle Longrod insulator Thimble clevis clamp Dead end for Rabbit	VC 10 EP 111600 CAB 100 PLP ADE 381-398
5. 5.1 5.2 5.3 5.4	Intermediate Insulator Assembly : Post insulator Line post spindle complete 50 mm Top tie, wraplock tie Line post spindle complete, 220 mm	Cullinan EP480 Cullinan M20-50 PLP AWT 395-411 Cullinan M20-250
6. 6.1 6.2 6.3 6.4 6.5 6.6	Stay Assembly : Thimble – 16mm Pole top make-off Guy grip (Dead end) Stay wire galvanised in m stay insulator Stay rod and plate assembly	EBM 3026 PT 480-6 PLP GSDE 473 7/4 stranding mm x 1100 MPa EP 100 EBM 3012 – 375 x 340 x 6 Base plate
7. 7.1 7.2 7.3 7.4 7.5	Pole - strut assembly : Standard backstraps Strut backstraps Bolt and nut, M10 x 40 mm Bolt and nut, M16 x 250 mm Barb wire	M16 x 40 mm, galvanised M16 x 250 mm, galvanised 5 m
8. 8.1	Cross arm complete : Cross arm channel for strain point	MV - 05

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ITEM	DESCRIPTION	SPECIFICATION
8.2 8.3 8.4 8.5 8.6 8.7 8.8	(end) Cross arm strap Eye bolt and nut Curved washer Bolt and nut Bolt and nut P.G. clamps with diesel paste Cross arm channel for explosion fuses	M20 x 220 mm, galvanised M20 x 220 mm, galvanised M20 x 60 mm, galvanised
9. 9.1	Transformer Transformer label	SABS 780 and NRS 005, Sealed, oil, open bushing pole mounted, 33 kV/420 V, 3 phase, DYN II, with tap changer. Iscor chromodek 0.6 mm aluminium alloy 25 painted with PVF 2 yellow. Lettering and numbering 50 mm high
10. 10.1 10.2 10.3 10.4	Transformer earthing Cable to rod clamp Earth spike coupler Earth spike extendable lug for earth lead	As per specification
11. 11.1 11.2 11.3 11.4	Surge arrestor assembly : Surge arrestor 36 kV, 10 kA Bolt and nut Lug Surge arrestor 400 V, 10 kA	2HP 036 Polymer Surge Arrestors M20 x 40 mm, galvanised Bimetal, 13 mm, diameter inside
12. 12.1 12.2	Fuse assembly : Fuse holder (Cut out) Fuse link	Cullinan, NCX 660/660 33 kV porcelain
13	Transformer cradle complete	DWG. MV-02
14. 14.1 14.2	Overhead line conductor ACSR Conductors Steel Reinforced Size : Rabbit conductor in m In line splices, full tens	SABS : 182 ASCB 6/1/3.35 PLP ALS FT 396
15. 15.1 15.2	Auto-Re-closer Three phase vacuum re-closer Mounting/fixing brackets	Cullinan McGraw-Edison Type KFE Re-loser, 33kV, 400A

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3.3.2 LV Reticulation Material Specification

ITEM	DESCRIPTION	SUPPLIER CODE/SPECIFICATION
1.	Low Voltage Cables	SANS 1507 : 1990
1.1	PVCPVCSWAPVC Cables	SANS 1418 : Part 1 and 2 - 1986
1.2	Low voltage aerial bundled conductor cable	SANS 1411 : part 1 - 1986
1.3	Earth continuity conductors	NRS 017, SANS 1411, BS 6234
1.4	Supply and deliver LV airdac service connection cable	
2.	PVCPVCSWAPVC cable accessories	SANS 808
2.1	Cable terminations	Complete with lugs and cable shroud 3 m
2.2	Cable joints	Bimetallic
2.3	Earth continuity conductor lugs	
2.4		Galvanised steel with bore as specified, 3 mm wall
2.4.1	<u>Cable kick pipes</u> 75 mm dia.	thickness, 2m length
2.4.2		Bosal conduit
2.4.3	32 mm dia. Stainless steel strap and buckle	20 mm x 0.7, grade C304
2.5		HDPE Class 6
2.5.1	<u>Cable sleeves</u>	
2.5.2	150 mm dia. 110 mm dia.	
2.6		Refer drawing attached
2.7	Supply cable sleeve markers	
	Supply stainless steel straps to fix cable against pole	20 x 0.7 mm, grade C304 stainless steel
3.	Metering and Control Equipment	Hot dipped galvanised hung door, weather proof, CEM Type Reef
3.1	<u>Distribution Main Meter Boards</u>	Pole mounting backstrap
3.1.1	Small boards, pole mounted	Mounted against two cross-arm between Transformer poles
3.1.2	Large boards, pole mounted	
3.2	<u>Meters kWh</u>	Supplied by Cenored
3.2.1	Single phase	3 Phase, 400V 25/100A Actaris
3.2.2	Three phase	complete with modem
3.2.3	Three phase max demand	Single Phase, as above, use one phase
3.3	<u>Moulded case circuit breaker</u>	CBI Type SF, 5 kA
3.3.1	5 - 100 A, SP and TP	CBI Type JSO
3.3.2	125 - 250 A, TP	
3.4	<u>Locks</u>	Nored Standard Locks
3.5	Moulded case circuit breaker – secondary	Heinemann, 2.5 kA

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ITEM	DESCRIPTION	SUPPLIER CODE/SPECIFICATION
ITEM	DESCRIPTION	SUPPLIER CODE / SPECIFICATION
4.	POLE STRUCTURE AND SERIAL BUNDLE CONDUCTOR ACCESSORIES	
4.1	<u>Wooden Pole</u>	SANS 753 (Pine wood)
4.1.1	9 m	140 mm, top minimum
4.1.2	7 m	120 mm, top minimum
4.1.3	5 m	120 mm, top minimum
4.2	<u>Pole stay</u>	
4.2.1	Stay plate	
4.2.2	Stay rod	GSDE 432
4.2.3	Thimble	SANS 182,5/4.00 mm x 1 100MPa
4.2.4	Guy grip (Dead end)	Cullinan Superlock, 58 GSC
4.2.5	Stay wire (11 m/stay)	
4.2.6	Pole top dead end	
4.3	<u>Strut assembly</u>	
4.3.1	Standard backstrap	Hx, ST, Galvanised
4.3.2	Strut backstrap	Hx, ST, Galvanised
4.3.3	Bolt & nut, M16 x 40	5 m
4.3.4	Bolt & nut, M16 x 125	140 mm top minimum
4.3.5	Barbed wire	
4.3.6	Pole, 9m	
4.4	<u>ABC strain assembly</u>	
4.4.1	Pigtail complete	Sicame PA 54, 1500, Aluminum
4.4.2	Stain clamp	NRS 020
4.4.3	PVC ties (3 per assembly)	
4.5	<u>ABC suspension assembly</u>	
4.5.1	Pigtail complete	NRS 020
4.5.2	PVC ties (2 per assembly)	EVA coated
4.5.3	Stainless steel	Sicame PS 54T
4.5.4	ABC Suspension clamp	
		Sicame TTD 151 XF
4.6	<u>Pole earth</u>	
4.6.1	Piercing connector	3/3.35 mm x 110 Mpa galvanised wire
4.6.2	16 sq.mm XLPE covered conductor	8 SWL wire galvanised - 40 mm long
4.6.3	Line tap	
4.6.4	Earth wire	
4.6.5	Staples	
4.6.6	Earth spike	
4.6.7	Cable to rod clamp	

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ITEM	DESCRIPTION	SUPPLIER CODE/SPECIFICATION
ITEM	DESCRIPTION	SUPPLIER CODE / SPECIFICATION
4.	POLE STRUCTURE AND AERIAL BUNDLE CONDUCTOR ACCESSORIES	
4.7	<u>Piercing connectors</u> <u>Main (sq.mm / Tap (sq.mm)</u>	Sicame Type TTD 201 XF or equivalent
4.8	<u>ABC termination</u>	
4.8.1	PVC pipe, 150 mm length	20 x 0.7 mm, grade C304 steel
4.8.2	Stainless steel strapping with buckle	NRS 020
4.8.3	PVC ties (3 per termination)	Sicame Type GPE or equivalent
4.8.4	End caps for ABC cable	
4.9	<u>ABC strain assembly (alternative)</u>	
4.9.1	Threaded rod, 220 mm length	Galvanized SANS 763, full threaded, steel to SANS 136 or SANS 1431 grade 300 W,M16
4.9.2	Curved washer	
4.9.3	Hexagon nut (2 per rod)	Hexagon nut (2 per rod)
4.9.4	Pole bracket	Sicame CS 10
4.9.5	Strain clamp	Sicame PA 54 (50-70 sq.mm neutral)
4.9.6	PVC ties (3 per assembly)	NRS 020, 7.9 mm x 300 mm
4.10	<u>ABC suspension assembly (Alternative)</u>	
4.10.1	Threaded rod, 220 mm length	
4.10.2	Curved washer	Galvanized SANS 763, full threaded, steel to SANS 136 or SANS 1431 grade 300 W, M16
4.10.3	Hexagon nut (2 per rod)	
4.10.4	PVC ties (2 per assembly)	
4.10.5	Stainless steel, EVA coated ties	
4.10.6	Pole bracket	Hexagon nut (2 per rod)
4.10.7	Suspension clamps	NRS 020, 7.9 mm x 300 mm EVA - UV stabilised, grade 304C steel Sicame CS 14 or equivalent Sicame PS 54 or equivalent

ITEM	DESCRIPTION	SUPPLIER CODE / SPECIFICATION
5.	POLE MOUNTED DISTRIBUTION BOXES AND ASSOCIATION MATERIAL	
5.1	<u>Pole boxes with neutral bar</u>	NRS 032: Type Aluex or equivalent
5.1.1	4-Way pole box	Aluex Type F5
5.1.2	6-Way pole box	Aluex Type F13
5.2	Stainless steel strap with buckle (2 per box)	20 mm x 0.7 mm, grade 304

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5.3	<u>Compression glands for</u>	Pratley, No 3, galnd, SANS 1031
5.3.1	4 x 16 sq.mm XLPE covered copper conductor	Pratley, Black, Tufflon Compression No 0
5.3.2	10 sq.mm Airdac cable	Pratley, Black, Tufflon Compression No 0
5.3.3	Illuumudac cable	SANS 156
5.4	Moulded case circuit breaker	NRS 020
5.5	PVC ties (5 per box plus 1per connector)	Aberdare
5.6	XPLE covered copper conductors, 16 sq.mm (1.5 m lengths)	Note: 25 sq.mm AL, XLPE covered conductors can also be offered
5.7	<u>Insulating piercing connectors</u>	Sicame TTD 151 XF or equivalent
5.7.1	Main (sq.mm) / Tap (sq.mm) 25-95 / 35-6 (ABC to 16 sq.mm)	
6.	HOUSE CONNECTION MATERIAL (Excluded airdac cable measured as C.P.A Type I material)	
6.1	Pigtail bolt	
6.2	Service clamp	Sicame PC 83 or equivalent
6.3	Wall anchor lug with coach screw and fischer plug	Sicame PA 69 or equivalent
6.4	Suspension strap	Sicame BD 63 or equivalent
6.5	Pigtail anchor screw	Sicame PA 10 or equivalent
6.6	Service pole	5 m, 120 min top, SANS 753
6.7	Nut eye, M16	
6.8	Split pole	3 m length, Tantalite treated, 120 mm
6.9	Bolt and nut	M10 x 80 mm galvanized
6.10	Earthing rod	
6.11	Cable to rod clamp	

ITEM	DESCRIPTION	SUPPLIER CODE/SPECIFICATION
7.	STREET LIGHT MATERIAL	Refer drawings LV - 08
7.1	Street light luminaires 70 W HPS Complete with Nema litertronic daylight switch, Nema daylight base and 5 A, 2.5 kA, curve 2, circuit breaker	SANS 098, All components SANS approved side entry, Bekalux-70 Walt HPS, IP 65 Lamp compartment, or equivalent
7.2	Street light luminaire support (outreach)	Single strap, BEKA OR - 250 - TE complete with 2 x M10 x 90 mm bolt and nut and 40 mm x 5 m backstrap, suitable for 130 - 155 diam pole
7.3		Sicame type TTD 051 XF or equivalent
7.4	Piercing connectors (25 sq.mm Al to 2.5 mm Cu) Street light connection cable (1,5 m per luminaire)	Illumodac, 2.5 sq.mm Type Aberdare

3.4 MATERIAL INSTALLATION DIRECTIVES

3.4.1 Medium voltage O/H line installation

3.4.1.1 Poles and stays

General

Before the Contractor intends erecting conductors across public roads, telephone lines or other power line servitudes, he shall be responsible for giving adequate notice to the appropriate authorities of the date and time at which he proposes to perform the work.

Clearing of site

The Contractor shall remove everything that he brought onto the site or handled on the site in order to erect the power lines as well as all excess excavated material and rubble so as to leave the site in a neat and clean condition to the satisfaction of the engineer after the power lines have been erected.

Excavations

The holes for poles shall be excavated to a depth of 2 m and shall have dimensions of 1,5 m by 1,0 m.

The holes for stays shall be excavated to a depth of 1,3 m and shall have dimensions of 1,0 m by 1,0 m.

Once the structure has been erected and aligned and the stays installed excavations shall be backfilled and compacted in layers of 150 mm to 95% MOD AASHTO,

All holes which are going to remain open overnight must be barricaded using approved danger warning tape.

Erection of structures

The Contractor shall ensure that the structures are not strained or damaged in any way during the erection thereof.

The structures shall be vertical to a tolerance of 0,5% at the top of the structure after erection. Poles shall not exhibit either twisting or bowing greater than the approved tolerances which will not exceed 2% of the pole length. Newly drilled holes to be impregnated with high temperature creosote. Stay rods shall be planted such that not more than 150 mm of the rod remains above ground. The stay rod shall be at the same angle as the finished stay. The stay plate shall bear against undisturbed ground and shall be at right angles to the stay rod.

Stayed structures should be erected slightly off plumb i.e., leaning away from the stay/s. Between one quarter and one half of the pole diameter out of plumb should suffice.

Experience will show the erector how much the pole should lean. Having erected the pole, the stay/s should be made off and to do this a pulling device is necessary and a pulling eye is recommended. Suitable devices are available commercially.

The stays should be tensioned such that when made off and all pulling devices have been removed, the pole should be leaning into the stays slightly (a quarter of a pole diameter should suffice).

If a pole is erected correctly, future plumbing operations should not be necessary unless extremely high winds are experienced. If stays are installed correctly the complete line will look good and perform well. A poorly constructed line will perform badly.

Particular attention is drawn to the position and the size of the stays required. Although the position of the stays will be pegged, ensure that the stays are in the correct position prior to installation thereof and whether single or double stays are required. Before pulling the conductor, temporary stay wires should be erected on all poles at angles and at any intermediate positions where the soil is not firm.

Note: At an angle of 45° stay wires will be tensioned to 1,5 times the conductor tension.

3.4.1.2 A-Frame (strain and intermediate)

General

A-Frame to be installed at stay assembly side of pole. Top bolt, 150 mm from top of pole.

Drawings

Refer MV-03, D-DT-3154, D-DT-3155.

3.4.1.3 Strut assembly

Drawings

Refer D-DT-1167 for installation details.

3.4.1.4 Transformer assembly

Erection of transformers

1. Transformers shall be mounted on the structure as shown in the appropriate drawing, and shall be hoisted into position using equipment rated to hoist the rated weight of the transformer.

2. Once the transformer has been correctly secure onto the structure, the surge arrestors and any other fittings shall be attached. The final connections shall be made using the correct line clamps in such a manner that the dropper connections cannot swing against one another and will maintain the minimum clearance distances.
3. The transformer shall be earthed using the correct clamps as detailed for that structure.

Drawings

Refer drawing MV-02 and MV-04, for installation details.

3.4.1.5 Cross Arms

Drawings

Refer drawing MV-01 and MV-04, for installation details.

3.4.1.6 Transformer earthing

Drawings

Refer drawing D-DT-3098 and MV-04, for installation details.

3.4.1.7 Medium Voltage O/H line conductors

General

The erection of overhead line conductors is a very important phase in the construction of an overhead power line. The appearance of the line and the subsequent reliability of the system will depend to a great extent on the proper erection of the conductors.

Running out and stringing

- 1) All equipment and temporary structures e.g. goal posts must be on site before stringing commences. Each support structure shall be checked for perpendicular alignment in both directions. Where H-poles are used, the H-pole shall be checked for correct alignment perpendicular to the line.
- 2) For the purpose of stringing conductors, it is necessary to know the conductor temperature at which stringing will take place, in order to obtain correct information from Astringing charts or computerised sag and tension data, which will be supplied by the design engineer when required. It is essential that conductor temperature and not ambient temperature is measured. The temperature shall be taken with a thermometer calibrated in degrees Celsius and inserted in one end of a 1 m length of conductor from which 150 mm shall have been removed from the centre strand. The piece of conductor shall have been suspended at cross arm level for at least one hour before temperature readings are observed and these readings used to obtain conductor sags and tensions.

- 3) A decision should be have been taken as to how the conductors are to be run out. At this point we examine the alternative methods:
- a) mount the drums on cradles or jacks at a point and from there to pull out the conductors either manually or with the aid of a vehicle. This method results in the conductor being dragged along the ground and conductor damage may result;
 - b) mount the drums on a vehicle, fasten the end of the conductor to the starting point and drive along the route.
 - c) The second method is considered the most suitable. There must be vehicular access along the route. If this method is employed it should be remembered that the drum carrying vehicle should stop a little distance past each pole, reverse a little to provide slack in the conductor, and a line worker should lift the conductor onto the stringing blocks or rollers.
- 4) It is essential that stringing blocks are used. The practice of running the conductor over the cross arms or the insulator should not be allowed, as conductor damage, leaning poles and damaged insulators can result.
- 5) Drums must be attended and some form of brake must be available to stop the drum turning when the vehicle stops. If the drums are allowed to turn freely the conductor will be damaged. The conductor must be run out from the top of the drum.
- 6) At road crossings suitable means of keeping the conductors at a safe height above the road must be employed. There are several methods used for this but whatever method is used, it is essential that a flagman is positioned at the crossing to control the traffic. On proclaimed road crossings the Traffic Department should be in attendance. Care must be taken to prevent damage to the conductor and fence at fence crossings. Where conductors are being strung over roads or other services it is essential that suitable safety precautions are taken. Goal posts are essential in the majority of cases.
- 7) If it is decided that the conductor will be run out from a drum station (static drum position) the conductor should be run out in both directions from the station. The use of suitable blocks will allow the running thought angles etc. Conductor wastage should not occur if the operation is carried out correctly. Cable drums shall be arranged so that the three conductors can all be pulled simultaneously and brakes shall be used to prevent the cable becoming too slack and rubbing on the ground or other obstacles.
- 8) When running out conductor, the drums shall be supported on approved drum jacks. Suitable means shall be used to prevent drum Arun-on@.
- 9) Slings and blocks used on angle positions must be of the correct type and strength to permit tensioning of the conductor whilst in these blocks. Running blocks must be will maintained and rotate freely. Conductor should not be left in blocks any longer than absolutely necessary (a maximum of 72 h).
- 10) The length of pull should be as long as possible in a straight run. Stringing thought angles I permitted provided that the correct stringing blocks is used.

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- 11) The fullest possible use shall be made of the maximum conductor lengths available in order to reduce the number of joints in the conductor to a minimum. It must be noted that joints are not advisable in crossing spans.
- 12) The conductors, joints and clamps shall be erected in such a manner that no bird-caging, over tensioning of individual stands or layers of the conductor or other deformation of the strands or complete conductors shall occur.

Tensioning and sagging

- 1) The tensioning of conductors is an aspect that deserves a great deal of attention, in particular with recent design changes which have resulted in higher tensions.
- 2) Tensioning and sagging of conductors shall be made by means of suitable dynamometer, sighting rods or other approved apparatus. The dynamometer must be checked and calibrated on a regular basis.
- 3) Auxiliary erection clamps or other tensioning devices shall be such that no relative movement of strands or layers of the conductor will take place.
- 4) Conductors shall be run out and tensioned in such a manner as to reduce contact with the ground or other obstruction to an absolute minimum. In particular, under no circumstances shall conductor be allowed to be dragged across ground, fences or other objects liable to damage the conductor strands. The conductor shall not be allowed to rub on any part of the structure, but shall be placed in suitable aluminium jockey pulleys which shall be designed to impose the smallest possible restraint on the free movement of the conductor.
- 5) When tensioning the conductors only one of the conductors need be correctly set for its ground clearance and sag. The other conductors can then be set to match the one correctly tensioned. For vertical construction the bottom conductor must be tensioned last.
- 6) In view of the creep characteristics of aluminium conductor, the utmost dispatch is to be used in regulating conductors and applying armour rods. When checking sags, it is necessary that this be done at a span adjacent to the tensioning point, a span adjacent to the fixed point and at a span about the middle of the tensioned length, in order to ascertain that there has been no "hang back" of the conductor, thus ensuring that all spans are correctly tensioned.
- 7) Where preformed helical armour rods, splices, dead ends and stays make off's are used, extreme care shall be exercised in the storage of these items. They shall be stored in their original packing until actually used. When being installed, care shall be taken that abrasive grit is not lost through mishandling.

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Minimum Clearances

Maximum voltage for which insulation is designed, kV r.m.s. phase-to-phase	Above ground outside townships	Above ground in townships	Above roads in townships, proclaimed roads outside townships railways and tramways	To communication lines, other power lines or between power lines and cradles	To buildings, poles and structures not forming part of power lines
1,1kV or less	4,9	5,5	6,1	0,6	3,0
7,2kV.....	5,0	5,5	6,2	0,7	3,0
12kV.....	5,1	5,5	6,3	0,8	3,0
24kV.....	5,2	5,5	6,4	0,9	3,0
33kV	5,3	5,5	6,5	1,0	3,0

Provided that these figures are based on the assumption that clearances shall be determine for a minimum conductor temperature of 50°C and a swing angle corresponding to a wind pressures of 500 Pa: Provided further that where under normal conditions power line conductors operate shall be in accordance with the clearance indicated in the table.

3.4.2 SETTING OUT OF LINES

The setting out of overhead lines shall be done by professional, registered land surveyors. The name and company profile of this subcontractor shall be submitted with this tender.

All spanning sheets shall be provided in CAD format for as-built information.

The as-built information shall contain coordinates for all T-offs, angles poles and transformer points and road crossing.

All road crossings to main roads and district roads shall be properly drawn out in CAD format indicating pole positions from the centre line of the road and clearance.

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3.4.3 ROUTE CLEARING**1. GENERAL**

The scope of work shall include the following works (see project details):

- 1.1. To carry out bush clearing work along the power line route,
- 1.2. To grade a service road adjacent to the bush cleared strip along the power line route,
- 1.3. To apply weed killer to the bush cleared area as specified,
- 1.4. Installation of gates and fences.

The clearances given in this specification are the minimum required.

- 1.5. While clearing the trees in the vicinity of the power line route, falling distance of any tree or trees which are likely to fall on the conductors of the power line (ascertained by visual inspection) shall be considered. Such so called "high risk" trees or its branches, shall be felled only under supervision of the engineers.
- 1.6. To prevent growth of trees/shrubs under and near the power line, weed killer which is supplied by Tender Board shall be applied.
- 1.7. The required minimum horizontal clearances on either side of the centre line of the structure which shall be maintained for the various configurations and voltages of power lines are shown in the table below Also refer attachment: "Table 1. Working/Safety Clearances for Power Lines":

LINE VOLTAGES	1.1.1	22KV	33kV	66kV	132KV	220kV
Single pole construction	4m	4m	4m	5m	8m	-
BS 1320 construction	4,5m	4,5m	4,5m	-	-	-
'H' Pole construction or 5 Pole structures	4,5m	4,5m	4,5m	8m	8m	-
Steel structures	-	-	-	-	11m	11m

- 1.8. It is imperative that while maintaining the specified clearances, as indicated in this specification, all tree branches or tree tops which are capable of producing off-shoots in due course shall be cleared in a such a way that it will be impossible for any of the off-shoots of these trees to grow towards the power lines. In the vicinity of a power line overhanging branches of any trees are impermissible.
- 1.9. All the felled branches, cleared bushes/shrubs and tree stubs etc. shall be removed from the line route and carted away so that the free movement of maintenance crews and vehicles are possible. In addition, the route shall be cleared of all other obstructions like stone heaps, rocks, ant hills etc. so that required clearances from the line to the ground is maintained throughout. Stub roots shall be fully removed from the ground or cut below ground level.

- 1.10. A cleared track shall be provided along the whole route of the line to enable free movement of vehicles. All protruding sharp rocks must be cut level or covered with imported gravel, levelled and compacted. Holes must also be filled with gravel, levelled and compacted.
- 1.11. Where clearing is done near a river, the contractor must ensure that no felled bushes/branches/shrubs are left behind in the riverbed.
- 1.12. In mountainous/rough terrain, the contractor shall be responsible for any reasonable prevention of ground erosion should either the landowner or engineer requires it. The amount and placement of these embankments will be determined on site and shall be subject to approval by the engineer. Should any conflict arise regarding the need/amount for such embankments, the engineer must first resolve the matter before the work can commence.
- 1.13. Environmental sensitivity shall be taken into account when clearing is done. All environmental factors shall be discussed with both the engineer and the landowner prior to bush clearing. Should there be a change in route due to environmental factors, the engineer must first be consulted.
- 1.14. Weed Killer: The weed killer required will be provided by the client to a site mutually agreed upon. The Contractor shall be required to acknowledge receipt, in writing, of weed killer received in good order. As from such date and time the weed killer shall be held at the risk of the contractor for risks of loss or damage howsoever caused. The Contractor will be liable for transport of weed killer from the site agreed upon to various points on the line route.

2. RESPONSIBILITIES OF THE SURVEYOR

The surveyor is responsible for the final routing of the power line. He shall use his discretion to ensure that the most practical route is followed, with specific reference to maintainability, access and ease of construction while optimising to obtain the shortest line route. The surveyor shall report to the district staff prior to route selection in order to clarify any special conditions regarding the route.

- 2.1. Tender Board shall supply the surveyor with the following:
 - 2.1.1. Provisional route map
 - 2.1.2. Total budgeted line length
 - 2.1.3. List of rights of way obtained
- 2.2. The contractor shall notify MINISTRY OF MINES & ENERGY of the following:
 - 2.2.1. Any changes in property crossed
 - 2.2.2. Line length increases by more than 2,5% from budget
 - 2.2.3. Conflicts arising with any landowner/representative
 - 2.2.4. Any special conditions requested by a landowner/representative

3. TECHNICAL SPECIFICATION: SURVEY

- 3.1. It is the surveyor's responsibility to ensure that all clearances are according to NORED specifications.
- 3.2. Road Crossings.
 - 3.2.1. Power lines parallel to roads shall not be closer to the road than the required Building Restriction distance, normally 100 meters from the center line. It's the surveyor's duty to comply with specifications of the Department of Transport – any exemptions to be requested by NORED.
 - 3.2.2. Roads shall be crossed at a minimum angle of 60° to the road center line.
 - 3.2.3. Poles and stays shall be a minimum of 45 meters from the road centerline.
 - 3.2.4. Road crossings shall be constructed by either 3 intermediate A-frames (with twin ties) or A-frame strain (with arching horns) on both sides of the road.
 - 3.2.5. For required clearances, refer to the attached schedule (Table 1).
- 3.3. Railway crossings.
 - 3.3.1. Railway crossings shall be crossed at a minimum angle of 60° to the railway centerline.
 - 3.3.2. Poles and stays shall be a minimum of 18 meters from the railway centerline.
 - 3.3.3. Railway crossings shall be constructed by either 3 intermediate A frames (with twin ties) or A-frame strain (with arching horns) on both sides of the rail.
 - 3.3.4. For required clearances, refer to the attached schedule (Table 1).
- 3.4. Power and communication lines
 - 3.4.1. Power and communication lines shall be crossed at a minimum angle of 60° (>48 kV) and 45° (<48 kV).
- 3.5. Airstrips
 - 3.5.1. Airstrips shall be kept clear at a slope of 1:50 all around.
- 3.6. Stays
 - 3.6.1. For single pole lines 3 stays shall be installed at an angle of 45° to the pole for line angles > 35°. For angles < 35° a single stay shall be installed. In special cases these conditions may be altered on site with the approval of the client.
 - 3.6.2. All angle strain structures shall be installed with 3 stays (2 in line and one on bisect).
 - 3.6.3. One stay in line of the t-off shall be installed on a t-off pole.
 - 3.6.4. The first span from a t-off cross arm shall not exceed 70 meters.
 - 3.6.5. The last span before a transformer pole shall not exceed 70 meters.

3.7. Service / Structures.

- 3.7.1. Power lines shall not cross permanent structures other than roads, railways, and communications line for which proper crossing specifications exist.
- 3.7.2. Power lines shall clear permanent structures in such a way that, shall such a structure fail / fall over, it will not come in contact with the power line and vice versa.

3.8. Templating and Profiling.

- 3.8.1. For 11-33kV lines, span lengths shall be on average optimized to a distance of 120 meters.
- 3.8.2. In rough terrain profiling and templating shall be done up to ensure the required ground clearances.
- 3.8.3. Where a span length exceeds 150 meters, H-pole structures shall be installed on both sides of the span. Span lengths and cross arm widths shall be confirmed with the engineer.

3.9. Drawings, spanning sheets and maps.

- 3.9.1. All service crossings (Roads, Railways, Telephone lines, Power lines, Water canals and Main supply line) shall be profiled and drawn on scale with specific reference to the following details:

Cross section (H 1:2000; V 1:200).

- Service height, Ground profile.
- Power line pole heights and conductor attachment heights.
- Ground and service clearances (Vertical).
- Distances between services and poles (Horizontal).

Plan (1:2000).

- Pole positions and service position.
- Angles of crossing.
- Distances between services and poles.
- Description of service (road numbers etc.)

- 3.9.2. Spanning sheets shall be drawn indicating the following information:

- Poles, pole numbers
- Structure types other than intermediate.
- Span lengths and cumulative line lengths.
- Angles.
- Services, fences etc. encountered / crossed.

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3.9.3. Maps: The final surveyed route must be updated on the 1:50 000 maps available from the engineer.

3.9.4. Co-ordinates (expressed in decimal degrees based on a datum compatible with the Namibian 1:50 000 maps or WGS84) of all bends, ends and T-offs must be submitted in both electronic as well as hard copy. The datum used must be stated clearly on all documents providing co-ordinate information.

3.10. Other

3.10.1. The engineer must approve all drawings, maps, spanning sheets before any construction shall commence.

3.10.2. A map indicating the proposed line route will be given to the contractor. Any deviation from the planned route affecting the line length must be confirmed with and approved by the engineer.

3.10.3. All pole and stay positions must be pegged and clearly marked for easy visibility.

4. RIGHTS OF WAY

All rights of way to cross over private properties are to be secured by the client. The Contractor must not stray from the Tender Board servitude. However, the Contractor shall, before entering onto any private property, inform the owner or his legal representative of his intention to do so and shall make such arrangements with such owner or his legal representative as may be necessary to ensure free and unhampered entry to, and movement on or over the property concerned, for the duration of the bush clearing/surveying period.

5. BEHAVIOUR TOWARDS PROPERTY OWNERS AND THE PUBLIC

Whenever reasonably possible, the contractor shall meet with the landowner/representative of the property on which the work will be done, introduce himself and the company he represents and explain the scope of work. The landowner/representative must be informed of the planned route and duration on the property prior to the commencement of the work. This shall be conducted in due courtesy to the owner/representative.

Any conflicts/discrepancies that arise at this stage shall be brought to the engineer's attention and shall be resolved by the engineer before any work will commence.

The contractor shall verify with the owner that a right of way has been obtained either by a power supply contract or a way-leave form.

6. GENERAL AND SPECIFIC OBLIGATION OF THE CONTRACTOR

The Contractor shall take all reasonable precautions to avoid damage to land, crops, grazing fields, farm gates or property. While doing bush clearing no cultivated lands, fences or structures, permanent or temporary may be removed or damaged unless the client's written consent for doing so has been obtained.

Game hunting or the gathering of wood of any kind on any private, communal or government-owned property is strictly prohibited, unless specific arrangements to the contrary have been made by the Contractor with such owners of land.

The distribution or supply of intoxication liquor or drugs of any kind by the employees of the Contractor or any subcontractor is strictly prohibited.

The movements of the Contractor, any subcontractor, or their employees are restricted to the areas of servitude and any further encroaching on private property is at all times subject to the owner's prior permission having been obtained.

Should the contractor wish to camp, he will arrange the exact campsite, remuneration, dates of occupation and any special conditions with the relevant landowner prior to site establishment.

Water may only be taken from private, communal or government-owned property on a basis agreed upon between the Contractor and such owner.

Where the Contractor has to pass through gates of whatever nature, it shall be his duty and responsibility to ensure that the gates are duly closed and secured at all times and that no live-stock or other animals pass or enter through gates thus used by the Contractor. If no gates are available at crossing points landowners shall be informed prior to the loosening and crossing of fences. Fences thus loosened and crossed shall be restored to its original state to the complete satisfaction of the owner.

The dumping of refuse of whatever nature on any land is prohibited. It will be the Contractor's responsibility to ensure that all camping areas adjacent thereto are kept clean and tidy and free of debris at all times.

At all camping and construction sites, the Contractor shall provide for the removal or burying of human excreta in such a way that it will not constitute a menace to humans or animals.

The Contractor must ensure that work being carried out does not create a nuisance to the residents or animals on the property. If the Contractor deems to continue work after the usual working hours, in the evenings and at night or over weekends, he must obtain the landowners' permission before proceeding with such work.

7. NATURE OF TERRAIN

The Contractor must acquaint himself with the nature of the terrain where, and the circumstances where under, the work is to be executed. The contractor shall not be entitled to any additional remuneration for any reason whatsoever, including compressor work, detour routes or extra gravel fillings.

8. ACCESS TO WORKS

The client shall within its ability and considering the conditions of Clause GCC21.1 hereof extend free access to the works of the Contractor.

Representatives of Tender Board shall at all reasonable times have free access to the site and all locations where materials are being stored. If locks are used on any gate, the Contractor shall provide the client with duplicate keys for such locks.

3.4.4 LV Reticulation installation

3.4.4.1 Installation of LV cables

Trench routes

The trench shall be absolutely straight.

Cable trench

Refer to drawing LV-04.

The bottom of the trench shall be level and shall follow the contours of the final ground level.

The Contractor shall remove all sharp projections which could damage the cable where the trench is excavated through rocky formations, and shall remove all loose rocks, material, etc. from the bottom of the trench.

Sand bed and sand cover for cables

A sand bed layer of soft soil shall be installed and levelled at the bottom of each trench.

The minimum thickness of the sand bed layer is 50 mm.

If the material that has been excavated is not suitable for the sand bed layer then suitable soil shall be imported for this purpose. The cost thereof shall be included in the unit price for the excavation.

If the soil for the sand bed and sand cover has to be sifted, a sieve with holes not larger than 6 mm shall be used.

Laying of cables

The method to be used for laying cables shall be approved by the engineer prior to the commencement of the laying of the cables.

Sufficient lengths of cable shall be left at the beginning and end of the cable routes to allow for the termination of the cables. The cable ends shall be sealed by means of heat shrink sealing caps to ensure that the cable is waterproof.

Cable records and labels

Cables shall be tagged on both ends to the approval of the Tender Board. The Contractor shall keep accurate records of each length of cable laid.

Verification of cables

The Contractor shall be solely responsible for inspecting all cables before backfilling to ensure that the correct type and number of cables have been installed.

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Crossing of other services

Electric cables shall be installed underneath existing water, storm water and Telecom cables.

The following minimum clearances shall be maintained between electrical cables and other services:

	<u>Vertical</u>	<u>Horizontal</u>
Telecom cables	300 mm	300 mm
Water pipes	300 mm	300 mm
Sewer pipes	300 mm	800 mm
Storm water pipes	300 mm	600 mm
Existing LV electric cables	150 mm	150 mm
Existing MV electric cables	300 mm	300 mm

Back filling of trenches

The excavated material shall be backfilled in layers of 150 mm and shall be well compacted and consolidated to 90% MOD AASHTO. Where necessary the engineer may require that a mechanical vibrator be used for compacting the trench.

Jointing and termination

Joints shall be clearly marked on the as-built drawings by the contractor.

3.4.4.2 Installation of cable terminations

General

Install to manufacturer's instructions.

3.4.4.3 Fix cable and kick pipe

General

- Fix kick pipe against pole on the side that is protected by the pole from cars. (Back of pole). One strap 100 mm above ground level, one in middle of pipe and one 100 mm from top of pipe. Ensure that grommets are installed on side from which cable is pulled in.
- Cables should be strapped every 600 mm.

3.4.4.4 Cable sleeves

General

Sleeves to be laid at 1 m depth. Same procedure as LV cables.

3.4.4.5 Cable sleeve makers

General

To be installed where indicated, protruding 50 mm above natural ground level.

3.4.4.6 Pole strut

Drawings

Refer drawing D-DT-1167 for detail installation instructions.

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION V: EMPLOYERS REQUIREMENTS

3.4.4.7 Pole and stayGeneral

Refer Sec 8.4.1.1

Drawings

Refer Drawing D-DT-1165.

3.4.4.8 Erection of ABC linesDrawings

For detail instruction drawings refer to:

LV- 10

LV- 11

D-DT-0180

D-DT-1100

D-DT-1120

D-DT-1121

D-DT-1122

D-DT-1140

D-DT-1141

D-DT-1142

D-DT-1143

Minimum Clearances

		Minimum clearance in meters				
Maximum voltage for which insulation is designed, kV r.m.s. phase-to-phase	Minimum safety clearance	Above ground outside townships	Above ground in townships	Above roads in townships, proclaimed roads outside townships railways and tramways	To communication lines, other power lines or between power lines and cradles	To buildings, poles and structures not forming part of power lines
1,1 or less	-	4,9	5,5	6,1	6	3,0
7,2	1,5	5,0	5,5	6,2	7	3,0
12	2,0	5,1	5,5	6,3	8	3,0

Provided that these figures are based on the assumption that clearances shall be determine for a minimum conductor temperature of 50°C and a swing angle corresponding to a wind pressures of 500 Pa: Provided further that where under normal conditions power line conductors operate shall be in accordance with the clearance indicated in the table;

Erection of LV ABC

Preliminary Work

Ensure all pole and stay work is completed. Mount a strain clamp on the pole furthest from the conductor drum i.e. the dead-end position and fit suspension brackets to all intermediate poles including the pole closest to the drum position. On wood pole structures a 19 mm hole should be drilled to accommodate mounting of strain and intermediate brackets. Curved washers are to be used to ensure rigidity. Wide groove stringing pulleys should be suspended on all structures including the pole closest to the drum.

Setting up the cable drum

The cable drum should be positioned 8 - 10 meters behind the first pole, but offset a few meters to ensure that the conductor does not rub against the structure while erection is in progress. The drum must be mounted on jacks or on a suitable cable trailer and the ABC pulled from the top of the drum. A simple braking device must be available to regulate the cable slack.

With all pulley's in place a length of 12 mm polypropylene rope should be used as a pilot line to pull the ABC along its route.

Note: Never allow the ABC to be dragged on the ground, or to rub on metal parts of structures.

The rope is attached to the conductor using an inner and outer pulling sock. The inner sock (A) secures the tensile neutral core while the outer phase and auxiliary cores are gathered together around the neutral by the outer sock. A swivel device should be placed between the rope and conductor to counteract the natural twist of the cable leaving the drum and to limit the wear on the rope.

Pull the rope slowly with even tension and allow the ABC to wind off the drum and pass over the pulley's. Pull sufficient ABC to reach the last pole and attach to a strain clamp (allow additional cable length for jumpers as required). Remove all pulling equipment.

Tensioning

Accurate tensioning can only be obtained by strict observance of the initial tension at the ambient temperature given in the sag charts provided.

With the conductor secured on the furthest strain clamp the slack must be pulled back onto the drum. As this becomes difficult, a come-along must be attached and tensioning proceeds until the correct tension is reached.

The clamp is then directly attached to the supporting cable which is fairly easy since the ABC between the drum and come-along is not under mechanical tension. Once the clamp has been attached to the supporting cable and fixed to bracket, the lever hoist is released and tension is then taken up by the strain assembly.

Transfer the ABC from the pulley to the suspension assemblies. At each intermediate pole the ABC must be transferred from the pulley to the suspension assembly. With the two wedges available, insert a wedge into the bundle about 200 mm either side of the pulley. Wedge out the supporting cable or wedge away the phase conductors from the supporting cable. Open the clip on the suspension clamp and lift the bundle out of the suspension clamp. Squeeze the clip tightly over the supporting cable. Remove the wedges and the pulley. Attach the UV resistant cable ties around the bundle, 150 mm either side of the suspension clamp, and through the slot at the underside of the suspension clamp. This is done to maintain neatness and aesthetics at each intermediate pole. All intermediate poles are completed in the above manner. If electrical connections or a t-junction is to be made at an intermediate pole, cable ties are attached only once the connections are made.

Angle poles

If the ABC deviates by a few degrees up to 30° from the incoming direction at the pole, the Suspension Assembly is still used for this situation.

If the deviation is greater than 30° then two separate strain clamps or a double strain clamp must be used.

Depending on the degree of deviation, the angle pole might have to be stayed or supported by a strut pole. Once the ABC has been tensioned and the strain held by the strain clamp assembly, the angle poles are first attended to before the intermediate poles.

Method of transfer

Use the wedges provided (4 required) to wedge out the supporting cable on both sides of the pulley. Attached a come-along to the supporting cable on both sides of the pole. Attach a lever hoist to both come-alongs.

Tension the ABC making sure that the chain of the lever hoist does not damage the pole. It will be seen that very little extra tension is required to allow sufficient workable slack of the ABC between the come-alongs. Insert the supporting cable on the shoe of the suspension clamp, and tighten the clip over the supporting cable. Release the tension and the suspension clamp will swing out to take up the angle. Remove the come-alongs and hoist. Place the cable-ties on the ABC and suspension clamps as described earlier. Complete the transfer of the ABC on the remaining intermediate poles once all angle poles have been completed.

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
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OMAHEKE REGION

SECTION V: EMPLOYERS REQUIREMENTS

Miscellaneous

If jointing is not required continue stinging immediately or if the ABC is pulley to a fixed termination, protect the conductor ends by fitting suitable end caps.

Where the XLPE insulation has a small puncture or if service have been removed, fill the hole in the insulation with bicaseal compound and apply mastic or self-amalgamating tape over the compound. Conduct a final physical inspection and electrical test.

3.4.4.9 Installation of Pole Boxes

General

Pole boxes to be installed perpendicular to direction of line (on side of pole). Pole boxes shall be installed as high as possible that is beneath the wire that bounds the pole at the top. Equipment inside box shall be installed to the manufacturer's requirements.

3.4.4.10 House Connections

General

Adequate service poles will be installed to ensure a minimum clearance of 2,8 m above natural ground level.^o

Drawings

Refer drawing LV - 05

3.4.4.11 Streetlight Installation

Drawings

Refer drawing LV-08 for detail instructions.

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION VI: SCHEDULES

PROCUREMENT REF. NO.: W/RFQ/15-16/2021

**THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS,
AMINIUS, OMAHEKE REGION**

SECTION VI: SCHEDULE

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION VI: SCHEDULES

CONTENTS

VI/2	PERFORMANCE SECURITY (BANK GUARANTEE)
VI/3	BID CHECKLIST SCHEDULE

Schedule 1

Performance Security (Bank Guarantee)

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

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

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

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

Beneficiary: *[insert complete name of Purchaser]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,⁴ and any demand for payment under it must be received by us at this office on or before that date.

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

³ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

⁴ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
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SECTION VI: SCHEDULES

SCHEDULE 2
BID CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/15-16/2021

Description	Attached (please tick if submitted and cross if not)
Bid letter	
Priced Activity Schedules	
Specification and Compliance Sheet	
Bid Securing Declaration	
Copy of Company Registration Certificate	
Original Certificate of Good Standing with the Social Security Commission	
Original Good-Standing Tax Certificate	
Letter of Intent from a Banking Institution confirming their intent to provide a Performance Guarantee should the Tenderer be awarded the Contract confirming the / Bank rating from Banking Institution	
Letter of Intent from a Banking Institution confirming the Tenderer's Bank rating	
Most recent audited financial statements and balance sheets	
Affirmative Action Certificate from Ministry of Labour	
Curriculum Vitae of Contractor's Representative	
Curriculum Vitae of Contractor's Superintendent, General Foreman and Surveyor	

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
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SECTION VII: PRO-FORMA
DOCUMENTS

PROCUREMENT REF. NO.: W/RFQ/15-16/2021

**THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS,
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SECTION VII: PRO-FORMA DOCUMENTS

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION VII: PRO-FORMA
DOCUMENTS

Status

The following Pro-Forma documents must not be completed at Bid stage, but will be completed by the successful Bidder after the award of the Contract to the Successful Bidder.

10.1 MEMORANDUM OF AGREEMENT

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION VII: PRO-FORMA
DOCUMENTS

10.1 MEMORANDUM OF AGREEMENT

This contract made and entered into by and between

MINISTRY OF MINES AND ENERGY

Herein represented by:

in his/her capacity as of the
aforesaid Council (hereinafter referred to as the “Employer”).

and

herein represented by:

in his/her capacity as

duly authorised thereto by a resolution of the aforesaid company dated a
certified copy of which is attached hereto and initialled by the parties for purposes of identification
(hereinafter referred to as the “Contractor”)

WHEREAS the EMPLOYER has called for tenders for the **THE CONSTRUCTION OF THE MV LINE TO
CHIEF HOSEA KUTAKO SHRINE AND MEMORIAL MUSEUM AT TOASIS, AMINUS, OMAHEKE
REGION** (hereinafter referred as “the works”) and the Contractor has submitted a bid which has been
accepted by the Employer;

NOW THEREFORE it is agreed as follows:

1.

In this agreement words and expression shall have the same meaning as are respectively assigned to
them in the “General Conditions of Contract”.

2.

The letter of acceptance no dated 20.....
And every document enumerated in the Schedule of Documents attaché hereto and initialled by the
parties for purpose of identification shall form and be read and constructed as part of this agreement.
The “General Conditions of Contract” and the contract drawings (if any) which shall be furnished
separately shall form and be read and constructed as part of this agreement.

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned,
the Contractor hereby undertakes to complete the work in conformity in all respects with the provisions of
this agreement.

3.

The Employer hereby undertakes to pay the Contractor in consideration of the work the sums on the
terms and in the manner set forth in the annexures to this agreement and the General Conditions of
Contract.

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
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SECTION VII: PRO-FORMA
DOCUMENTS

THUS done and signed at for and on

Behalf of the EMPLOYER on this day of 20.....

EMPLOYER

AS WITNESSES

1.

2.

THUS done and signed at for and on

Behalf of the Contractor on this day of20.....

CONTRACTOR

AS WITNESSES

1.

2.

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
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SECTION VIII: FORMS TO BE
COMPLETED BY BIDDER

PROCUREMENT REF. NO.: W/RFQ/15-16/2021

**THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS,
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SECTION X: FORMS TO BE COMPLETED BY BIDDER

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
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OMAEKE REGION

SECTION VIII: FORMS TO BE
COMPLETED BY BIDDER

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FORM NO	DESCRIPTION	PAGE
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FORM B	BIDDERS FAMILIARITY WITH BID DOCUMENTS	X/3
FORM C	AUTHORITY OF SIGNATURE	X/4
FORM D	SCHEDULE OF SIMILAR WORK SUCCESSFULLY COMPLETED BY BIDDER	X/5
FORM E	SCHEDULE OF CONSTRUCTION PLANT OFFERED	X/6
FORM F	PRELIMINARY PROGRAM	X/8
FORM G	SCHEDULE OF KEY PERSONNEL OFFERED	X/9
FORM H	CERTIFICATE OF INDEMNITY	X/10
FORM I	FINANCIAL STATEMENT	X/11
FORM J	INFORMATION ON BIDDER	X/12

NOTES:

Where the space provided in the bound documents is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the Bid Documents.

All schedules must be signed by the BIDDER.

The BIDDER is also reminded to complete the BID price on the cover sheet of this document.

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION VIII: FORMS TO BE
COMPLETED BY BIDDER

FORM A: CERTIFICATE OF BIDDERS VISIT TO THE SITE

This is to certify that I, _____

representative of (BIDDER) _____

of (address) _____

Telephone No _____

Fax No _____

visited and examined the site on (date) _____

I further certify that I have made myself familiar with all the local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

SIGNATURE OF ENGINEER

SIGNATURE OF BIDDERS REPRESENTATIVE

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAEKE REGION

SECTION VIII: FORMS TO BE
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FORM B: BIDDER'S FAMILIARITY WITH THE BID DOCUMENT

This is to certify that I, _____

representative of (BIDDER) _____

of (address) _____

Telephone No _____

Fax No _____

examined the documents.

I am fully aware of the content thereof and I have priced the Schedule of Quantities having taken into account the requirements of these documents (subject to reasonable amendments by the Engineer) as well as surface and subsurface conditions on site as revealed by inspection.

SIGNATURE OF BIDDER _____

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
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SECTION VIII: FORMS TO BE
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FORM C: AUTHORITY OF SIGNATORY

In the case where the BIDDER is a Company, Corporation or Firm, the person whose signature appears below must be duly authorised to do so, whether by articles of Association, Resolution, Power of Attorney or otherwise.

I/We, the undersigned am/are authorised to enter into the Contract on behalf of:

by virtue of _____

in his capacity as _____

a certified copy of which is attached to the Bid.

SIGNATURE OF BIDDER: _____

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS,
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SECTION X: FORMS TO BE
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FORM D: SCHEDULE OF SIMILAR WORK COMPLETED SATISFACTORY BY BIDDER

The BIDDER must insert in the spaces provided below, a list of work similar to this Contract which was completed successfully by his firm during the last five (5) years, and similar work at present under construction by his firm. Contract names at previous Employers and Consultants must be provided.

EMPLOYER NAME AND TEL NO	CONSULTING ENGINEER NAME AND NO	DESCRIPTION OF WORK	VALUE OF WORK	YEAR COMPLETED

SIGNATURE OF BIDDER: _____

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
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REGION

SECTION X: FORMS TO BE
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FORM E: SCHEDULE OF CONSTRUCTION EQUIPMENT OFFERED

The BIDDER must state below what construction equipment will be available and what construction equipment will be acquired or hired for the work should he be awarded the Contract. It is an explicit condition of this Contract that equipment offered shall be made available to the Contract, and if not available anymore, that similar and equal equipment be made available on site.

The BIDDER must be aware that the Contractor shall be in breach of Contract in cases where equipment are offered in these schedules, but where such equipment, or equal and similar, are not established on Site during construction.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE FOR THIS CONTRACT

DESCRIPTION, SIZE, CAPACITY	QUANTITY

Note: *BIDDERS are to attach documentary proof of proposed equipment as well as the respective registration numbers. Failure to attach the required documentation shall result in the prejudice of the Bid.*

SIGNATURE OF BIDDER: _____

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
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SECTION X: FORMS TO BE
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FORM E: CONTINUES**CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED FOR THE CONTRACT IF THE
BID IS ACCEPTED**

DESCRIPTION, SIZE, CAPACITY	QUANTITY

Note: *BIDDERS are to attach documentary proof of the plant to be hired or purchased (including registration numbers and particulars of the owner). Failure to attach the required documentation shall result in the prejudice of the Bid.*

SIGNATURE OF BIDDER: _____

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REGION

SECTION X: FORMS TO BE
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FORM F: PRELIMINARY CONSTRUCTION PROGRAM

The BIDDER shall attach a preliminary program for the works described in this Contract, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract, to this page.

The program is solely for the purpose of assisting in adjudicating the Bids, and in no way replaces or supersedes the program required in terms of Clause 8.3 of the Conditions of Contract.

The program will include all of the milestones as set out in the Section Viii: Special Conditions of Contract.

DESCRIPTION OF STAGE AND PORTION OF WORK	EXPECTED TIME TO BE TAKEN (WEEKS)	WEEK OF COMMENCEMENT	WEEK OF COMPLETION

SIGNATURE OF BIDDER:

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
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SECTION X: FORMS TO BE
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FORM G: SCHEDULE OF KEY PERSONNEL OFFERED

The BIDDER is to state below the details of the people he intends to provide on site for the execution of the Works. Detailed Curricula Vitae of the personnel offered below must be included in the Bid Document

CONTRACTOR'S REPRESENTATIVE	
Name:	
Qualification:	
Years Experience:	
CONTRACTOR'S SUPERINTENDENT	
Name:	
Qualification:	
Years Experience:	
GENERAL FOREMAN	
Name:	
Qualification:	
Years Experience:	
SURVEYOR	
Name:	
Qualification:	
Years Experience:	
OTHER	
Name:	
Qualification:	
Years Experience:	

Note: *BIDDERS are to attach documentary proof of proposed personnel experience as well their respective qualifications. Failure to attach the required documentation shall result in the prejudice of the submitted Bid. The offered key personnel shall be guaranteed for the Bid.*

SIGNATURE OF BIDDER: _____

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
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SECTION X: FORMS TO BE
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FORM H: CERTIFICATE OF INDEMNITY

I, _____

the undersigned, A Director of the Board of Directors of said company or duly authorised by a resolution of the Board of Directors, herewith indemnify the Employer and the Engineer as is required in accordance with the stipulation of this Contract.

CONTRACTOR: _____

DATE: _____

WITNESS 1: _____

WITNESS 2: _____

Note: *BIDDERS are to attach the Board of Directors resolution letter on the company letterhead. Failure to attach the required documentation shall result in the prejudice of the submitted BID. This requirement is not applicable in instances where the firm or company is operated by a sole trader (100% shareholder).*

SIGNATURE OF BIDDER _____

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
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SECTION X: FORMS TO BE
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FORM I: FINANCIAL STATEMENT

The BIDDER is to undertake by his signature hereunder that on demand he will within 10 days produce the following financial statements which shall be treated confidentially:

1. Most recent audited balance sheet to be submitted;
2. Letter of Intent from Financial Institution.

The BIDDER also confirm that ownership / shareholding of the Company / CC / Partnership etcetera is held by the following person / persons or other companies.

Name 1: Shareholding:%

Name 2: Shareholding:% (If applicable)

Name 3: Shareholding:% (If applicable)

Name 4: Shareholding:% (If applicable)

Note: *BIDDERS are to attach all the required documentary proof. Failure to submit the requested documentation shall result in the rejection of the Bid.*

SIGNATURE OF BIDDER _____

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
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REGION

SECTION X: FORMS TO BE
COMPLETED BY BIDDER

FORM J: INFORMATION ON BIDDER

1. Full name, postal and street address:

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

Origin/registration number:

a. Namibia company/contractor/supplier/trade:

Registration No and date:

Income Tax Registration no:

Financial interests held by a foreigner/foreign company (if any) details:

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

b. Foreign contractor/supplier/trader:

Country of registration: Financial interests held by a Namibian/Namibian company (if any)
details:

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

a) Social Security Registration Number:

.....

b) Employees' Compensation Registration Number:

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

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS – OMAHEKE
REGION

SECTION X: FORMS TO BE
COMPLETED BY BIDDER

2. Capital structure:

Total equity capital N\$

	Amount N\$	Percentage of Total capital
a) Capital owned by Namibians/Namibian Company

	Amount N\$	Percentage of Total capital
b) Capital owned by Foreigners/Foreign Company

c) Names of Shareholders and Board of Directors:
(should be part of BID document)

Shareholders

Board of Directors

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

3. Particulars of business:

a) Nature of activities:

.....

.....

.....

.....

Is it a small-scale industry according to the Ministry of Trade and Industry?
(Yes/No)

.....

.....

.....

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
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REGION

SECTION X: FORMS TO BE
COMPLETED BY BIDDER

If yes, provide details

.....

.....

.....

.....

.....

Is the BIDDER located in communal areas/underdeveloped areas notified by the Ministry of
Trade and Industry?

(Yes/No)

.....

.....

If yes, provide details

.....

.....

b) Is this a bona fide Namibian company?

(Yes/No)

.....

.....

If yes, provide details

.....

.....

c) Particulars of structured training programmes/apprenticeship courses of approved standards
for labour/technical staff and managerial cadre/specialized training of women and
handicapped persons/other programmes or activities benefiting disadvantaged Namibian
citizens/assistance, sponsorship, bursaries, etc. provided to vocational training centres.
Attached documentary evidence in support.

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CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS – OMAHEKE
REGION

SECTION X: FORMS TO BE
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.....
.....
.....

4. Organizational Strength

Category	Total Number	Number of Namibians	Number of Formerly Disadvantaged Namibians*	Number of Foreigners Citizen/permanent
a) Managing Director/s				
b) Managers				
c) Office/Personnel/Staff				
d) Technical Supervisor				
e) Skilled Labour				
f) Contract Staff Labour				
g) Number of Female(s)				
h) Number of Male (s)				
i) Number of Disabled People				
j) Total				

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

5. Is a subcontractor/sub-vendor/sub-supplier involved in the performance of the agreement? (Yes/No)

If yes, indicate the percentage of the total BID amount being performed through subcontracting, etc. and attach the above-mentioned information in respect of the subcontractor/subsupplier.

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CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL
MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS – OMAHEKE
REGION

SECTION X: FORMS TO BE
COMPLETED BY BIDDER

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

.....6. **Buildings and erven:**

<u>Area used</u>	<u>(Total area (in square metres))</u>
Area of erf
Area of buildings on erf
Area of buildings used for
*(manufacturing / assembling)
*(Area of buildings used as office space)
*(Area of buildings used for storage)

7. Is a subcontractor / sub vendor / sub supplier involved in the performance of the agreement?

(Yes/No)

If "yes", state in an annexure the percentage of the total BID amount being performed by means of subcontracting, etc., and furnish in that annexure full particulars of the subcontractor / sub vendor / sub supplier concerned, including physical address or addresses.

8.

.....
Signature

.....
Date

(Signature to correspond with that on Form of Bid)

Documents to be attached:

- (1) Copy of registration certificate/trade license.
- (2) Copy of certificate / document to substantiate any claim as being a small scale industry.
- (3) Information regarding subcontractor / sub-vendor / sub supplier.
- (4) Documentary proof regarding training programmes, apprenticeship courses, affirmative action programmes or activities, or other programmes or activities benefiting disadvantaged or handicapped Namibian citizens.

End of Form J

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINIUS –
OMAHEKE REGION

SECTION XI: LETTER OF BID

PROCUREMENT REF. NO.: W/RFQ/15-16/2021

**THE CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA
KUTAKO SHRINE AND MEMORIAL MUSEUM AT, TOASIS,
AMINIUS, OMAHEKE REGION**

SECTION XI: LETTER OF BID AND APPENDIX TO BID

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAHEKE REGION

SECTION XII: LIST OF DRAWINGS

LETTER OF BID**MINISTRY OF MINES AND ENERGY**

Private Bag 13297

Windhoek

Tel: (061) 284 8111

Fax: (061) 238 643

Sir

BID NUMBER: W/RFQ/15-16/2021;

**CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO MEMORIAL MUSEUM AND
HOMESTEAD SHRINE, TOASIS, AMINUS, OMAHEKE REGION.**

I/We

(Name of person, firm or company tendering to be inserted here)

Of (address):

and telephone no.

hereby and, should my/our Bid be accepted, undertake to provide all materials, labour, workmanship, plant and everything which is or may be necessary to be supplied by me/us for the entire completion of the Works, comprised, described and referred to in the General and Special Conditions of Contract, Project Specifications and Drawings, to the entire satisfaction of the Employer, for the sum of:

ORIGINAL BID

N\$.....(in words:

.....) or any part thereof as detailed in the Bid Documents.

In the event of there being any errors of extension and/or addition in the priced Schedule of Quantities, I/we agree to their being corrected, the rates being taken as correct.

I/We further undertake that this offer will not be withdrawn within 90 day's subsequent to the date of closing of bids and that it may be accepted at any time during the said period of 3 months.

I/We further agree to maintain the works in complete, repair and make good any defects which may appear during the retention period/s, as specified in the Contract Documents, commencing from the certified date of completion of the works.

I/We further agree to enter (if called upon to do so) into a formal agreement with **MINISTRY OF MINES AND ENERGY** for the construction of the services specified as soon as called upon to do so.

Unless and until a formal agreement is prepared and executed, this Bid, together with your written acceptance thereof shall constitute a binding Contract between us.

CONSTRUCTION OF THE MV LINE TO CHIEF HOSEA KUTAKO
MEMORIAL MUSEUM AND HOMESTEAD SHRINE, TOASIS, AMINUS –
OMAEKE REGION

SECTION XII: LIST OF DRAWINGS

If my/our bid is accepted, I/we will provide a good and sufficient Surety or obtain the Guarantee of a Bank/ Insurance Company (to be approved in either case by you) to be jointly and severally bound with me/us in a sum equal to 10% (ten per cent) of the amount of my/our Bid for the due and proper performance of the contract under the terms of a Deed of Suretyship in the form included as part of this Bid Document.

SIGNED ON THIS DAY OF
20.....

AT

.....
BIDDER
(Bid is invalid if not signed here!)

WITNESSES

1

2

Note : The Appendix to Bid forms part of the Bid.