



PROCUREMENT MANAGEMENT UNIT
For the
Oranjemund Town Council

✉ P.O Box 178 – Corner of 8th Avenue & 12th Street, Oranjemund, NAMIBIA – Tel: (+264) 63 233 500
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B I D D I N G D O C U M E N T S

Issued on: **10/01/2023**

For

**CONSTRUCTION OF NEW SEWER CONNECTION LINES (13TH AND 17TH AVENUE)
IN ORANJEMUND**

Procurement Reference No: **W/RFQ/ORTC-12/2022/23**
Closing date & Time: **Friday, 10th February 2023 at 14h00**

PARTICULARS OF BIDDER

Business Name :

Postal Address:

Telephone No:

Cell No.:

Fax No.:

Contact Person:

E-Mail Address:

Bid Price:.....

INFORMATION TO THE BIDDERS:

Bidders shall enclose **One (1) Bidding document** with all necessary supporting documents in a single sealed envelope with the Procurement Reference Number “**W/RFQ/ORTC-12/2022/23**” The inner and outer of the envelope shall bear the Bidder’s name and address, to be deposited in the Bid Box at the Oranjemund Town Council, corner of 8th Avenue and 12th Street, on or before **Friday, 10th February 2023 at 14h00**.

Steyn Simasiku
PROCUREMENT MANAGEMENT UNIT



REPUBLIC OF NAMIBIA

ORANJEMUND TOWN COUNCIL

Tel.: (+264 63) 233500
Fax: (+264 63) 233501
Enquiries: V. Shikukwete

PROCUREMENT MANAGEMENT UNIT

PO Box 178
Oranjemund
Namibia

Letter of Invitation

.....
.....
Tel:

Thursday, 12th January 2023

Dear Sir/Madam,

**W/RFQ/ORTC-12/2022/23: CONSTRUCTION OF NEW SEWER CONNECTION LINES
(13th and 17TH AVENUE) IN ORANJEMUND**

The Oranjemund Town Council invites you to submit your best quote for the works described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document. Queries, if any, should be addressed to:

Festus Nekayi
Manager: Department of Infrastructure, Planning and Technical Services
Oranjemund Town Council
Email address: festus.nekayi@ormdtc.com.na
Tel: 063 233 500 Cell: 081 287 0417

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,

.....
Steyn Simasiku
HEAD: PROCUREMENT MANAGEMENT UNIT

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Oranjemund Town Council** 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 **ninety (90)** days from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) **Have a Certified Copy of the Close Corporation Certificate (issued in terms of Act 26 of 1988) or Founding Statement or any other relevant Company Registration Certificate. These Certificates should clearly indicate the goods/services that the Supplier/Bidder is registered to render;**
- (b) **Have an original or originally certified copy of a good Standing Tax Certificate from NAMRA;**
- (c) **Have an original or originally certified copy of Good Standing Certificate from the Social Security Commission;**
- (d) **Have a valid originally 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) **Have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007**

- (f) **Have a valid originally certified copy of a certificate of fitness from any Local Authority or Ministry of Health & Social Services.**
- (g) **Submit signed Bid-securing Declaration.**

5. Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be **Four (4) weeks** after acceptance and issue of Appointment letter. Deviation in completion period shall be considered if such deviation is reasonable.

7. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Oranjemund Town Council with the Bidder's name at the back of the envelope.

8. Submission of Bids

Bids should be deposited in the Quotation/Bid Box located at the **Oranjemund Town Council offices, Corner of 8th Avenue and 12th Street**, not later than **10th February 2023**. Bids by post or hand delivered should reach by the same date and time at latest. Late bids will be rejected. Bids received by e-mail will not be considered.

9. Opening of Bids

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

10. Evaluation of Bids

The Oranjemund Town Council 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

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

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 Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

NB: The maximum percentage by which quantities may be increased or decreased is: 10 %.

15. Notification of Award and Debriefing

The Oranjemund Town Council 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 Oranjemund Town Council shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

[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:	The Procurement Management Unit Oranjemund Town Council P.O Box 178 Oranjemund, Namibia
Procurement Reference Number:	W/RFQ/ORTC-12/2022/23
Subject matter of Procurement:	CONSTRUCTION OF NEW SEWER ONNECTION LINES (13TH AND 17TH AVENUE) IN ORANJEMUND

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 Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to the forfeiture of the security amount / disqualification on the grounds mentioned in the BDS. The validity period of our Quotation is **90 days** from the date of the bid submission deadline.

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

Works will commence within **Seven (7) days** from date of issue of Letter of Acceptance.

Works will be completed within **thirty (30) days** from date of issue of Letter of Acceptance.

Quotation Authorised by:

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

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

Date:

Procurement Ref No.: W/RFQ/ORTC-12/2022/23

To: Oranjemund Town Council
P.O Box 178
Oranjemund
Namibia

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:

.....

Capacity of:

.....

Name:

.....

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

.....

[insert complete name of Bidder]

Dated on day of Corporate Seal here (if available)



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I*[insert full name]*, owner/representative

of*[insert full name of company]*

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

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

Signature:

Date:

Seal:.....

Please take note:

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

SECTION III: STATEMENT OF REQUIREMENTS

The Project Specifications will cover a general description of the Works, Site, circumstances, site facilities available and aspects requiring specific attention and requirements to be met by the Contractor.

The Project Specifications form an integral part of the Contract Document and shall be deemed to be included in and form part of the Specifications. In case of any discrepancy or conflict with any parts of the Standardised Specifications or the Drawings, the Project Specifications shall take precedence and shall govern.

TECHNICAL SPECIFICATIONS, PERFORMANCE REQUIREMENTS AND DRAWINGS

Table of Contents

1. Scope of Works
2. Specifications
3. Amendments to Specifications
4. Drawings

1. SCOPE OF WORKS

1.1 General Details of Works

This contract covers all work sufficient to the standard as determined by the Engineer and as shown on the drawings. Although this description serves to outline the extent of the Works, it does not limit the amount of work, which may be required to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work to be carried out in accordance with the Contract Documents are listed in the Bill of Quantities of this Contract. **This is an ad-measurement contract.**

These project specifications cover the site civil works as follows:

- Rerouting of new municipal sewer line connection line ($\pm 140\text{m}$) with new three (3) municipal manhole as a service connection for the indicated Erfs in Oranjemund.**
- Connection of Erf services of the 3 residential property with 110 \emptyset Class 34 uPVC sewer pipes.**
- Rerouting of a new municipal sewer line ($\pm 56\text{m}$) with (1) new manhole as service connection for one (1) residential properties.**

On the first segment of works, the Contractor will be required to construct new 160 mm \emptyset Class 34 uPVC sewer line ($\pm 140\text{m}$) with three (3) new concrete manhole. The new sewer line and new manhole will be located about 0.5m away from the paved road.

and the sewer line will cross the existing paved road, which will need to be cut, excavated and reinstated to municipal approval.

On the second segment of works, the Contractor will be required to construct a new **110mm Ø Class 34 uPVC sewer line (±56m) with one (1) new concrete manhole**. The new sewer line and new manholes will be located about 0.6 m away from the road shoulder and 0.6 m away from the paved road at the targeted residential property and the sewer line will cross the existing paved road, which will need to be cut, excavated and reinstated to municipal approval.

The existing connections to the four (4) houses will be required to remain operational to service the two houses until the new connections is constructed and commissioned. The contractor shall ensure the minimum disruptions to the sewer system and shall prevent flooding/ overflowing of manholes. As the work is located in a populated area and excavations will be deep, the Contractor shall take special care with regards to safety and security on site.

The Site Works (general items of work to be executed under this contract) would include but not be limited to:

- Establishment of necessary camp and plant on site (moving of plant, materials and personnel to site) and setting out of work;
- Clearing and blocking off certain site areas;
- Locate, expose and protect existing services;
- Ensuring site safety during all time of construction for site personnel, motorists and the general public;
- Construction of new **160mm Ø municipal sewer lines and 110 Ø residential (Erf) connections** including cutting/excavating and reinstating road surfacing and layer works. Care to be taken not to damage existing underground services.
- Construction of new municipal sewer manholes, inclusive of channels, benching, step irons and cover slabs;
- Quality control monitoring, including compiling and following an approved quality control plan;
- Accommodation of traffic;
- Additional work as instructed by the Engineer;
- Testing and commissioning of the works.
- Finishing and trimming of the site;
- De-establishment of the Site after completion of the Works;
- The maintenance of the works and all other requirements of the Contractor's defects
- liability.

The description serves to outline the extent of the works, but does not limit the amount of work, which may be required by the Contractor under this contract. Approximated quantities are stated.

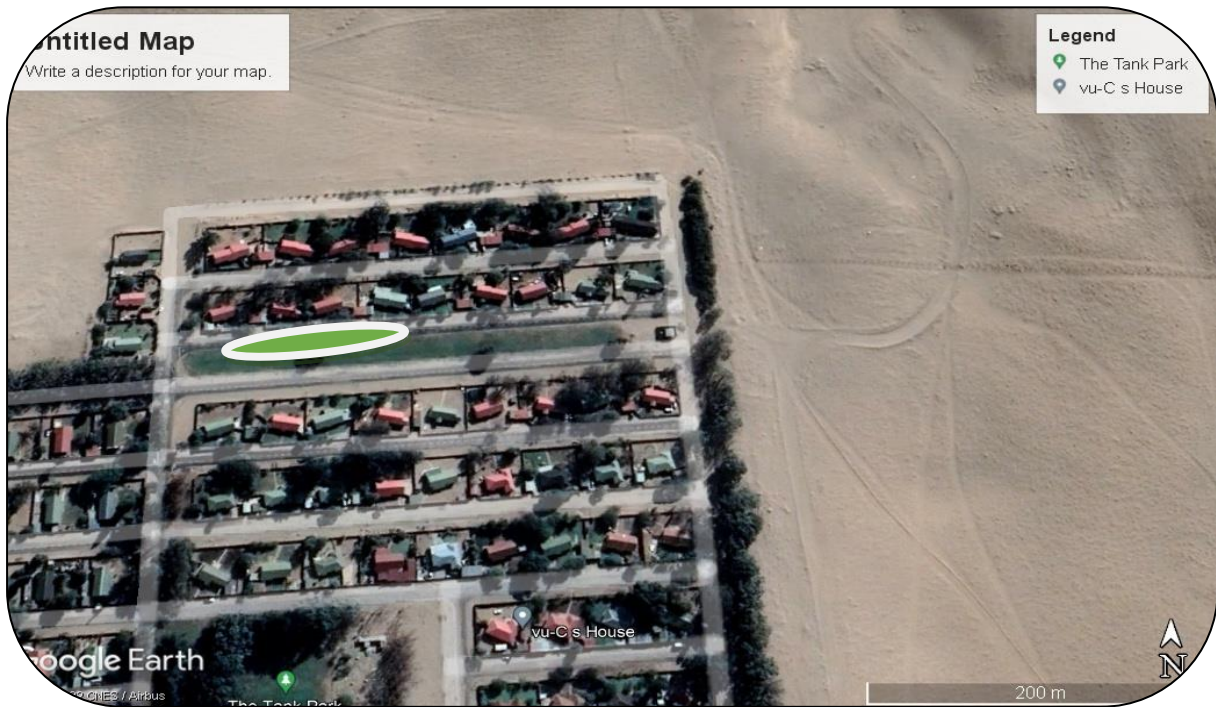
The Contractor is responsible for protecting the Works against damage by the public during the construction period. Damages may generally be prevented by not letting incomplete works lay open for long periods. Contractor shall not have exclusive access to site. The Contractor shall note that the sites are within build areas and reasonable care should be taken to protect existing Private and municipal services and assets against any possible damage by Contractor during the Contract Period.

1.2 Description of the Site and Access

The area where the new municipal sewer line is to be build is located on north eastern side of the Oranjemund town, on 17th Avenue. – see locality plan below (figure 1).



Picture. 1: Site location (17th Avenue)



Picture. 2: Site location (13th Avenue)

1.3 Nature of Ground and Subsoil Conditions

No subsoil investigation was conducted. The Bidder should familiarise himself with the site and the nature of the ground and sub-surface conditions. Oranjemund is situated within the Orange river mouth vicinity and therefore the sub-soil conditions are expected to be soft to intermediate material with intermediate loose gravel layers and cobbles and possible sporadic hard rock outcrops. Ground water may be encountered; however, it is not expected to within the excavation depths.

1.4 Construction Programme

A construction program shall be provided in an approved format to the Project Manager. The Project Manager shall have the right to demand an updated programme in the event of deviations from the approved program.

1.5 Site Facilities Available

The Contractor shall make his own arrangements for the supply of water, telecommunications and power required by him for the execution of the Works. The Bidder shall allow for the cost of all such arrangements/ installations. The Contractor must ascertain the position of the nearest available municipal services to the sites from the Town Council.

The Contractor will be held responsible for any damages to the supply lines and fittings for the duration of the contract.

1.6 Site Facilities Required

1.6.1 Contractor's Site Sanitary Facilities

The Contractor shall provide and maintain adequate and proper ablution facilities for his site personnel on site, these facilities would be subjected to the Engineers approval.

Latrines shall be effectively screened from view and maintained in a clean and sanitary condition. The Contractor shall make all the necessary arrangements for the regular removal and emptying of the sanitary buckets at his own cost. Under no circumstances would be Contractor or his personnel be allowed to dump or dispose of any effluent on site.

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

1.6.2 Survey Beacons, Bench Marks and Reference Pegs

The Contractor is responsible for the setting out of the Works and no separate payment will be made therefore as the cost involved for the setting out of the Works is deemed to be included in the tendered sum. The Works shall be set out according to dimensions as provided on the drawings.

Existing infrastructure shall govern the detail construction levels and no benchmarks are available on site. The Contractor shall notify the Engineer once the levels have been set out and shall call the Engineer for an inspection and approval of the levels. No layer works shall proceed prior to the approval of the Engineer. Should the Contractor identify discrepancies of the design with regard to

any of the services to be constructed, he must report this to the Engineer.

Under this Contract, the Contractor will set out the works and levels, compare the data with that of the design as shown on the drawings and report any discrepancies to the Engineer well in advance of construction.

1.6.3 Location of Site Camp and Materials Storage Area

The Contractor will establish his site camp and material storage area at a location on site which is approved by the Project Manager. Before occupying the site for the execution of this Contract, the Contractor shall submit for the Project Manager's approval a proposal for the layout of all his camp and storage areas.

The Contractor will be expected to maintain the premises, neatly and orderly, for the full duration of the Contract. Failure to comply will result in all relevant Fixed & Value and Time-Related Preliminary and General payment items being withheld until such time the Contractor does comply.

Upon the completion of the Contract, the premises should be rehabilitated to the Employers satisfaction. The Employer will not be held liable for any injuries and damages to the Contractor or his personnel during the period this premises in used.

1.6.4 Accommodation of Employees

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

1.6.5 Contract Signboards

Not applicable.

1.9. Control Testing

1.9.1. Laboratory Services

An approved laboratory shall carry out the Contractor's process control tests. The types of tests required and the frequency is set out in SABS 1200. A laboratory on site is not a prerequisite. The Contractor shall liaise with the Engineer on the testing procedures that are to be followed. The Contractor has the option of either of the following, for which he must make provision in his bid rates:

- a) The Contractor will be required to have sufficient equipment and personnel on site required for the testing of concrete aggregates, for the making and curing of concrete test cubes and for the testing of the compressive strength of the moulded cubes. In addition, the Contractor shall have suitable equipment and qualified personnel to carry out screen analyses, to determine the Atterberg Constants, maximum dry density, optimum moisture content and California Bearing Ratio of soils, and to determine the density of material by means of Method A10A or A10B, all as described in TMH1. In case of a dispute, the reference method will be the nuclear method. The Contractor shall also carry out DCP tests on the existing street pavements in accordance with Method ST6 as described in TMH6 and CBR tests as specified in TMH1. The Engineer shall be given free access to this site laboratory and shall have the laboratory and its personnel at his disposal to conduct tests instructed by him.
- b) The Contractor can make use of a laboratory approved by the Engineer to have the required tests carried out.
- c) The Employer will bear the cost of tests ordered by the Engineer in excess of the frequency listed in the respective standards [SABS 1200 and other]. The Contractor shall also bear the cost of those tests, carried out by the Engineer, of which the test results are below the specified criteria.

1.9.2. Control Testing by the Engineer

Control Testing shall be carried out as instructed by the Engineer, and by a Laboratory approved by him. This may be the same Laboratory as is instituted under 1.9.1 (Laboratory Service) for carrying out the Process Control testing, pending the Engineer's approval. The Contractor shall arrange payment of such laboratory, upon clearance of such payment by the Engineer. The cost for such testing as well as a 5% handling-fee shall be paid to the Contractor under this item

1.10. Safety and Security on Site

1.10.1. Security

It shall be the responsibility of the Contractor to control access to the site during the execution of the Contract to prevent any unauthorized persons from entering the site. The Contractor shall provide security guards for this Contract as he deems fit.

1.10.2. Safety

Where construction activities are carried out in a developed area, safety to the public is of utmost important and no compromise will be tolerated. As stated in SANS 1200 A , clause 5.7, the contractor shall at all times observe proper and adequate safety precautions on site.

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

The Contractor will be responsible for the safety of his personnel and the site in general at all times. All laws, rules, and regulations including the Machinery and Occupational Safety Act shall

be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public, and equipment.

1.10.3. Safeguarding of excavations

The responsibility of safeguarding of excavations lies entirely with the Contractor. Excavations of pipe trenches along public roads, affects the operation or safety of the public, public traffic and access to properties, the contractor shall comply with the specifications as set out in SANS 1200 DB, clause 5.1.3.

In addition to SANS 1200 DB, clause 5.1.3(b), written notices shall be in English, as well as in the local language(s) spoken in the area in which the site is located.

1.11. Overhaul

Rates tendered for material and/or excavation shall allow for all hauling to or from the site. For this Contract “free haul” shall therefore continue indefinitely and no overhaul shall be paid, unless otherwise specified.

1.12. Features Requiring Special Attention

1.12.1. Site Maintenance

During progress of the Works and upon completion thereof, the site shall be kept in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstructions.

1.12.2. Existing Services

An **Excavation Permit** will be issued prior to the commencement of the works. The Contractor shall familiarize himself with the position of all existing services and shall take special care not to damage any existing services and structures on site.

The contractor shall be provided with all information regarding the positions of all existing services in the Employer’s possession. The provision by the Employer of any drawings or other information indicating the position of any existing services shall in no way relieve the Contractor for his obligations. The position of existing services shown on the drawings is approximate and the Contractor must ascertain the true position and depth thereof.

Well in advance of construction and before commencing any operation whatsoever on a section of the Works, the Contractor shall acquaint himself with the position of all the existing services within that section, before any excavation or other work likely, to affect the existing services, are commenced. The Contractor will be held responsible for damages to the existing services within the area of the Works; all necessary measures must be taken to protect them at his cost. Any damage caused by or arising out of the Contractor’s operations shall be made good at his own expense.

No provision is made in the Schedule of Quantities for the location of all existing services within certain sections of the Works; no additional payment will be made for the provision of protective measures, co-operation with and providing access to authorities concerned, delay to the

construction arising from moving or protecting services or claims arising from damage to or relocation of existing services. The contractor must provide for this in his unit rates.

The Contractor will be held responsible for any damage to existing services caused by or arising from his operations. The penalty for damage to an existing service will be **N\$ 5,000.00** plus the cost of repairing and reinstating such service.

1.12.3. Disruption of Existing Services

Any work requiring the disruption of an existing service shall be carried out as quickly as possible. The estimated time and date required for such work shall be presented beforehand to the Engineer for his approval.

1.12.4. Site Supervision and Testing

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

All construction activities shall be executed and supervised by suitably qualified and experienced personnel. The responsibility to proof the quality of his work lies with the Contractor.

1.12.5. Quality Control

With the assistance of the Project Manager, an acceptable quality assurance system shall be implemented. The Contractor will be required to follow the procedures set by this QA system.

Failure to do so will result in the rejection of work constructed in non-compliance with the approved QA system. Materials not tested and approved will not be allowed on site until sufficient proof of testing can be substantiated.

The quality assurance check list below shall be used as a guideline and as a minimum. All rates are to include costs for testing/verification required to proof Contractor's compliance with required quality.

CONSTRUCTION ACTIVITIES	MINIMUM REQUIREMENTS - SANS	TESTING/VERIFICATION
SEWER		
<u>☒ EARTHWORKS</u>		
1. Excavations	<ul style="list-style-type: none"> Excavations shall be as per dimensions indicated on the drawings and in the Bill of Quantities. 	Visual inspection and measuring
2. Bedding Material	<ul style="list-style-type: none"> Selected Granular Material shall be as described under item 3.1 of SANS 1200 LB. Selected Fill Material shall be as described under item 3.2 of SANS 1200 LB. 	Visual inspection Representative MOD & Grading of Bedding Material Laboratory Results
3. Compaction (Bedding & Backfill)	<ul style="list-style-type: none"> In areas not subject to traffic loads, each trench shall be backfilled in layers of thickness (after compaction) not exceeding 300mm and the material shall be compacted to 90% of modified AASHTO maximum density. In areas subject to traffic loads, trenches shall be backfilled in layers of thickness (after compaction) not exceeding 300mm and the material shall be compacted to 93% of modified AASHTO maximum density. The test frequency shall be a minimum of three (3) tests per request. 	Visual inspection Laboratory DCP Tests Troxler testing
<u>☒ SEWER PIPES</u>	<ul style="list-style-type: none"> Pipes to be clean and laid straight with no visible deflections or depressions. Each line between all manholes and all sewer structures to be tested. 	Mirror Test Air Pressure Test
<u>☒ MANHOLES</u>	<ul style="list-style-type: none"> The Contractor shall construct all manholes as per construction drawing. Concrete strength to be as defined in the Specifications. 	Concrete Compressive Strength Test Watertightness Test

1.12.6. Restoring Surfaces

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

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

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

1.12.7. Disposal of Spoil or Surplus Material

All costs related to the disposal of unwanted rubble and waste shall be deemed to be included in the tendered rates and no additional claims in this regard will be considered. Good quality surplus material obtained from onsite excavations and not used as selected fill upon instruction to do so can be spread on site upon approval of the Project Manager.

Building rubble and domestic waste shall be removed from site and be dumped at approved municipal waste disposal sites. Burning of any kind of waste on site will not be allowed.

1.12.8. Blasting

The Contractor shall appoint applicable blast specialist (*if required*) as per required regulations set out in the Explosive Act No.26 of 1956 section 30.

The Contractor will indemnify the Employer from any damages to any property by any blasting to be done by blast specialist appointed by him. In all cases, the requirements of the applicable blasting regulations in Namibia will comply with the Government regulations and to the Government Inspector of Explosives, but not be limited to, the following as stated below.

In addition, the Contractor shall comply with the blasting specifications as set out in SANS 1200DA, clause 5.1.1.3.

1.12.9. Dewatering

In the event of ground water seepage during excavations, remove water which accumulates in excavations during the progress of work so that all work can be done in the dry, unless otherwise approved by the Engineer. Keep excavated areas free from water while underground utilities or structures are constructed, while concrete is setting and until backfill or elements of the structure have been placed to sufficient height to anchor the work against possible leakage or buoyant uplift forces.

The Quality control, Execution and Discharge of ground water shall be address as follows:

(a) Quality control

- i. All dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the Contractor

(b) Execution

- i. The contractor shall provide all equipment necessary for dewatering. The Contractor shall have on hand, at all times, sufficient pumping equipment and machinery in good working conditions and shall have available, at all times, competent workers for the operation of pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient dewatering and maintenance of dewatering operation during power failure.
- ii. The Contractor shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.

(c) Discharge

- i. The Contractor shall dispose of water from the work in a suitable manner without damage to the environment or adjacent property. The Contractor shall be responsible for obtaining any permits that may be necessary to dispose of water.

1.12.10. Sewer Rerouting

If a new manhole or structure is to be constructed within existing sewer gravitational line, it is recommended to intercept the sewage flow at the existing manhole first upstream and discharge

into an appropriate manhole downstream from the construction. Provide suitable pumping equipment and rerouting conduit to pump the sewage.

Connect new manholes or structure within the existing sewer gravitational line in a neat, competent manner, to ensure a watertight connection.

The contractor shall provide all equipment necessary for rerouting of sewer. The Contractor shall have on hand, at all times, sufficient pumping equipment and machinery in good working conditions and shall have available, at all times, competent workers for the operation of pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient pumping of sewer.

1.13. Sources of Natural Material

1.13.1. Base and Sub-base Material

Base and subbase material should be obtained from commercial sources or designated borrow pits approved by the Engineers. The Contractor must make provision in his tendered rates for acquiring, breaking down, loading and hauling of the material. No overhaul will be paid under this Contract, the free haul distance would be considered as unlimited. It is the Contractor's responsibility to ensure that the quality of the completed Subbase is in accordance with the specification, for acceptance purposes.

1.13.2. Cut to Fill Material, In-situ Materials

The Contractor may use the materials obtained on site for the construction of fill and selected layer works if it complies with the prescribed material specifications. Shortage fill material shall be supplemented for nearby borrow pits and/or commercial sources. The Contractor must make provision in his rates for the loading, hauling, temporary stockpiling and breaking down of the material. It would be the Contractor's responsibility to ensure that the quality of the completed layer works is in accordance with the specification.

1.14. Workmanship

Where instructions regarding the carrying out of work are given in the notes on the drawings, these shall be read as part of this Contract and Specification. Matters referred to on the drawings are not necessarily repeated in this Specification.

1.15. Classification of Excavated/ Excavation Material

Reference is made to PSDB 3.1.1 for the classification of excavation material

1.16. Labour Requirements and Safety of Workmen

The Works shall be carried out in accordance with the requirements of all relevant Government Acts and Regulations. The Contractor shall supply all site employees with appropriate safety gear in terms of the requirements of existing Labour Regulations. The Contractor shall train these employees in the correct and applicable use of the personal protective gear and enforce the use of such.

The Contractor shall take precautions to ensure the safety of his employees and other persons on the site of the Works. All precautions shall be taken to protect workmen from dangers whilst carrying out duties. Trenches shall in every way be kept safe for persons working therein.

1.17. Drawings

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

Only figured dimensions shall be used and drawings shall not be scaled unless required by the Project Manager. The drawings listed in these documents show generally the character and extent of the proposed Works, but they shall not necessarily be held as showing or describing all or every portion of the works to be executed.

Additional and detailed drawings if required shall be furnished by the Project Manager from time to time as the work proceeds and as required. The Project Manager will provide the dimensions that may have been omitted from the drawings.

1.18. Notices, Signs, Barricades and Advertisements

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

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

1.19. Trenches

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

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

1.20. Information Supplied by Employer

Certain information contained in these documents or provided separately, is being offered in good faith. However, pertaining to the information supplied, no guarantee can be given that all the information necessary is correct or representative. In addition to specification on materials surveys and reports and similar information, the accuracy of such testing/reporting is limited and no conclusion can be drawn from the investigations carried out.

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

1.21. Site Meetings

Bi-weekly meetings, or more regularly if required, shall be held and attended by an authorised representative of the Contractor with delegated authority to take contractually binding decisions. The meetings will be held on Site. The Contractor shall include in his pricing for weekly technical site inspections, should the Engineer order such inspections.

1.22. Test on Completion of the works

The Contractor will be required to test the Works as specified in the Project Specifications. A Certificate of Completion will only be issued when all sections have been successfully completed and the test results have been submitted to and accepted by the Engineer.

1.23. Payment Clauses

SANS 1200, payment clauses not shown in the Schedule of Quantities will not be applicable to this contract.

Only payment clauses shown in the Schedule of Quantities will prevail and the Contractor must make provision in his rates to cover all incidentals required as per drawings and specifications to perform the task to the satisfaction of the Engineer.

1.24. Taking Over

Before the Employer takes over the site after the completion of the works, an inspection will be made by the Project Manager and if necessary a snag list prepared for correction. Only on completion of the snag list will the work be certified satisfactory for handing over to the authority. This will be certified as acceptable by the local authority and a Certificate of Completion will be issued to the Contractor. The defects liability of 12 months will be applicable for this Contract.

1.25. Copyright

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

2. SPECIFICATIONS

The applicable specifications for this Contract will be "Standardized Specification for Civil Engineering Construction, SANS 1200, 1986 of the South African Bureau of Standards". None of the above standard specifications are included into this document. Contractor shall obtain its own copy of these documents.

Any reference to the General Conditions of Contract within the SANS 1200 documents shall be interpreted to be the General Conditions of Contract, of this contract document. The following sections of the SANS 1200 will be applicable:

SANS 1200 A	General
SANS 1200 AA	General (Small Works)
SANS 1200 DB	Earthworks (Pipe Trenches)
SANS 1200 G	Concrete (Structural)
SANS 1200 LB	Bedding (Pipes)
SANS 1200 LD	Sewer
SANS 1200 M	Roads (General)
SANS 1200 ME	Sub-base
SANS 1200 MF	Base
SANS 1200 MFL	Base (Light Pavement Structures)
SANS 1200 MG	Bituminous Surface Treatment
SANS 1200 MJ	Segmented Paving
SANS 1200 MK	Kerbing and Channelling

a. Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall be accepted subject to the Employer's Representative's prior review and written consent.

Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Employer's Representative at least 30 days prior to the date when the Contractor desires the Employer's Representative's consent. In the event the Employer's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

3. AMENDMENTS TO SPECIFICATIONS

The Clauses of the Project Specifications below are lettered "PS" followed by the relevant letter(s) of the corresponding Section of SANS 1200 standard specifications. The Clause or sub clause

number(s) given in brackets after the heading of a clause or sub clause in the succeeding sections is/are, unless otherwise stated, the number(s) of the relevant clause(s) or sub clause(s) of the applicable Standardised Specification. Clause numbers referring to another section of the Standardised Specification will be followed by the letter(s) of such other section.

Any reference to SANS should be interpreted as a reference to SANS.

Where any amendment is made to any specification, the amendment shall apply to all specifications.

PSAA PRELIMINARY AND GENERAL (Small works)

PSAA 8.3.1 FIXED PRELIMINARY AND GENERAL CHARGES

Add the following to the clause:

No time related items will be included for the said works. All costs relating to the Contractor's expenses and operational costs to be included in the fixed amount. The Contractor shall be eligible to claim 50% of the said total for the first payment and the remainder upon completion of the works.

PSAA 8.8 TEMPORARY WORKS

PSAA 8.8.2 Dealing with Traffic

Add the following:

The Contractor shall liaise and co-operate with the relevant Traffic Law Enforcement Authorities and Engineers Representatives wherever the Works affect existing roads. The Contractor shall sign an indemnity clearing the Local Authority, as applicable, from all liabilities in respect of excavations and works on or adjacent to trafficked roads. The Contractor shall provide and maintain, in proper condition, all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow routes to erven and accesses. Closing of roads shall only be considered if discussed and approved by the Employer's Representative and Engineer and traffic signs and the control of traffic shall be in accordance with either the South African (1982) or Namibian Road Traffic Signs Manual.

PSAA 8.8.4 Existing Services

The unit of measurement to expose existing services, in accordance with Clause 8.8.4(c) shall be the cubic meter (m³) of material excavated in accordance with authorized dimensions, measured in place before excavation.

The tendered rate shall include full compensation for the exposure, excavation, backfilling, watering and compact the backfill to at least the same density as the in-situ material before excavation.

Exposed services shall be protected accordingly from damage by appropriate measures by the Contractor.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Refer to Project Specifications [paragraph] 1.15 for the classes of excavation and new pay items.

PSDB 3.1 Selection

Notwithstanding Sub-Clause 3.7, in terms of which the Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall selectively remove and separate the sandy material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

Material which, in terms of Sub-Clause 6.2 of SANS 1200 D or Sub-Clause 6.1 of SANS 1200 LD,

is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as “unsuitable” material and, if so ordered by the Engineer, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use.

When preparing his programme and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use.

Delete all references to “Intermediate excavation” and add the following:

3.1.1 Classes of Excavation

The excavation of material will be classified as follows for the purposes of measurement and payment:

a) Soft Excavation

Soft excavation shall be excavation in material that can be efficiently removed or loaded, **without the use of pneumatic tools.**

Soft excavation shall also include excavation in material that can be efficiently removed by a tractor loader backhoe of flywheel power approximately 0.1 kW per millimetre of tined-bucket width.

b) Hard Rock Excavation

Hard rock excavation shall be excavation in material that can **only** be efficiently removed **with the use of pneumatic tools**, controlled blasting, wedging or splitting.

It is the Contractors obligation to notify the Engineer in writing whenever material is encountered which in the Contractors opinion is to be classified other than soft excavation.

The Engineer or his representative must then classify the material prior to the excavation process.

When the Contractor fails to notify the Engineer or notification of the material being hard is given to the Engineer after the completion of the excavation, material from such an excavation will be classified as soft excavation.

PSDB3.3 SELECTED GRANULAR BEDDING MATERIAL (Bedding for Pipes)

Add the following to this clause:

Contractor shall identify suitable sources for selected granular material to be used for bedding flexible pipes. These materials shall be demonstrated to the Project Manager to be acceptable for application prior to the construction activities involving these materials. (See Specifications – SANS1200)

Contractor shall select the material to minimise the presence of rocks / pebbles larger than 30 mm diameter in the material, which, if present, shall be hand-picked and removed

PSDB 3.4 SELECTED FILL MATERIAL

Add the following to this clause:

Selected fill may be obtained from the specified trench excavations on the site. If sufficient material cannot be recovered from trench excavations, the balance shall be imported from off-site sources. The rates submitted in the bid shall include all costs, including hauling.

Contractor shall select the material to minimise the presence of rocks / pebbles larger than 30 mm diameter in the material, which, if present, shall be hand-picked and removed.

PSDB3.5 BACKFILL MATERIAL

Add the following to Sub-Clause 3.5 a):

Where hard excavation is encountered, such material shall be kept separate from other excavated material and may not be used in the first 300 mm of main fill above the selected fill blanket. Above this level the main fill may comprise of material excavated from the trench. However, the main fill layer may not include boulders greater than 250 mm. The first 300 mm of fill above the selected fill blanket shall meet the requirements of clause 3.5(a) of SABS 1200DB.

The minimum total cover over the top of the pipes shall be 600 mm before any traffic and/or construction equipment shall be allowed to pass over the pipes.

Add the following to Sub-Clause 3.5 b):

All road reserves shall be considered as areas subject to traffic loads, and therefore the backfill shall be compacted in layers not more than 150 mm thick to a minimum of 95% Modified AASHTO density for gravelly material and 100% of Modified AASHTO density for sand.

Add 3.6.4 Paved Surfaces

All pavers removed shall be carefully removed to minimise damage and safely stored for re-use at the original removal site.

Add 5.1.2.4 Rain Water

Trenches may be inundated during the rainy season. No provision has been made to deal with rain water and this cost shall be included in the unit rate for excavation.

PSDB 5 CONSTRUCTION

PSDB 5.2 Maximum Trench Width

Trenches shall be so excavated that the maximum base width, measured at the top of the pipe, does not exceed 1,5 times the specified side allowances on either side of the trench plus the outside diameter of the pipes.

All Asphalt surfaces to be saw-cut along trenches to prevent irregular breaks in asphalt surface.

PSDB 5.4 Excavation

Unless otherwise ordered by the Engineer, all excavated material shall be so deposited as not to interfere with or endanger the Works (for example, by causing the sides of the excavation to collapse), other property or traffic. The toe of the bank of excavated material shall be trimmed well back from the edge of the trench so as to leave a minimum 0,6 m clearance between the toe of the bank and the edge of the trench. The Contractor shall keep this strip clear of excavated material at all times. **All surplus material to be disposed of at a site as designated by the Oranjemund Town Council. Haul rates for disposal of material will be included in rates and will not be paid or measured separately.**

PSDB 5.6 BACKFILLING

PSDB 5.6.2 Material for Backfilling

See 3.5 above

PSDB 5.7 COMPACTION

PSDB 5.7.2 Areas Subject to Traffic Loads.

Additional to this Clause:

Contractor shall be responsible to prevent settlement of backfill. In the event that the completed backfill is eroded, it shall be the responsibility of Contractor to ensure that the backfill is restored to its original state to the satisfaction of the Engineer at the Contractor's expense.

PSDB 5.9 REINSTATEMENT OF SURFACES

PSDB 5.9.2 Private Property and Commonage

Additional to this Clause:

Contractor shall be responsible to reinstate surfaces in private property to its original state to the satisfaction of the Engineer and will be payable under SANS 1200DB 8.3.6

PSDB 7 TESTING

Additional to this clause:

The Contractor shall bear the cost of quality assurance tests, namely the minimum number of density tests to be done by the Contractor:

(a) Pipe Bedding:

One density test per 10 m of trench length or part thereof for each pipe scheduled separately.

(b) Backfilling:

One density test per 10 m of trench length or part thereof for each 300 mm layer of backfill for each pipe scheduled.

The positions of these minimum number of density tests, shall be determined randomly by the Contractor, and shall be clearly documented with the results. The results of the tests shall be submitted to the Engineer and shall prove to the Engineer that the work as a whole was done satisfactorily.

PSDB 8.3.6 Finishing

Additional to 8.3.6.1, the rates shall cover the cost of reinstating the different surfaces such as within the roads reserve, private property and commonage and all associated ancillaries such as kerbing, channelling and road markings.

PSLD	SEWER
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General:

All references to Asbestos Cement, or AC, shall be replaced by Fibre Cement or FC.

PSLD 3.4 Bedding

All pipes shall be laid in Flexible bedding in accordance with SANS 1200 LB.

PSLD 3.5 MANHOLES, CHAMBERS, ETC.

3.5.4 Concrete

Add the following to this clause:

Manholes are to be cast in situ in accordance with the detail drawings. Concrete strength shall be 30 MPa for 19 mm aggregate. Rapid curing concrete to be used.

PSLD 7 TESTING

The Contractor shall (at his cost) for the compacted road layers:

i) Submit, to the Engineer, indicator test and CBR results prior to construction for the subbase to be used. Test results shall stipulate the source of the material. Subbase shall not be imported prior to the test results being approved;

ii) Conduct density tests on the compacted subbase after having been prepared;

iii) Conduct indicator tests and CBR tests of samples taken from in-situ material.

No single test result which is below the specified density will be accepted.

The Employer will bear the cost of those tests ordered by the Engineer in excess of the frequency listed above. The Contractor shall also bear the cost of those density tests, carried out by the Engineer, of which the test results are below the specified density.

Additional to this clause:

All sewer lines are to be subjected to the specified air test.

4. DRAWINGS

Drawings: Construction of Sand Trap and Associated Mechanical Works

There are no set drawings for the works, successful bidder to familiarize themselves with the site, set out and present the set levels to the Project Engineer for approval before installation of the said services. Typical details of the manhole are given in the drawing below:

1. Drawings – 13th Avenue
2. Drawings – 17th Avenue
3. Site layout on topo map (Google earth)

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: _____

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

The quantities shown below are approximate and not subject to re-measurement for payment purposes.

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: _____

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

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1	Rerouting and Construction of a new sewer line on 13th Avenue in Oranjemund		
2	Rerouting and Construction of a new sewer line on 17th Avenue in Oranjemund		

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

Specifications and Compliance Sheet Authorised By:

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

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. **W/RFQ-GCC**) available on the website of the **Oranjemund Town Council** (www.ornjemund-tc.com) except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

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

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	Oranjemund Town Council
Intended Completion Date GCC	The intended completion date is: To be confirmed upon contract award.
Project Manager GCC 1.1(y)	The Project Manager is: Festus Nekayi or any other person designated at the site handover.
Site GCC 1.1(aa)	The Site is located at 13th and 17th Avenue. All dimensions are as defined in sketches/drawings provided.
Start Date GCC 1.1(dd)	The Start Date shall be: To be confirmed upon contract award.
The Works GCC 1.1(hh)	<p>The Works consist of: Construction of two new sewer lines</p> <p>The general items of work to be executed under this Contract include the following:</p> <ul style="list-style-type: none"> ▪ Establishment on site (where required). ▪ The provision of water for construction. ▪ Carrying out the Works ▪ Care of the Works until the issue of the taking-over certificate and rectifying defects ▪ Testing of materials and workmanship

GCC Clause Reference	Special Conditions
	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <ul style="list-style-type: none"> • Concrete mixer • Light Delivery Vehicle (LDV) • Plate Compactor • Rammer
<p>Interpretation GCC 2.2</p>	<p>The project will be completed in the following sections:</p> <ul style="list-style-type: none"> • <i>Rerouting of new municipal sewer line connection line ($\pm 140m$) with new three (3) municipal manhole as a service connection for the indicated Erfs in Oranjemund.</i> • <i>Connection of Erf services of the 3 residential property with 110 \emptyset Class 34 uPVC sewer pipes.</i> • <i>Rerouting of a new municipal sewer line ($\pm 56m$) with (1) new manhole as service connection for one (1) residential properties.</i>
<p>Interpretation GCC2.3</p>	<p>The following additional documents shall form part of the contract:</p> <ol style="list-style-type: none"> a) <i>Agreement,</i> b) <i>Letter of Acceptance,</i> c) <i>Contractor's Bid,</i> d) <i>Particular Conditions of Contract,</i> e) <i>General Conditions of Contract,</i> f) <i>Specifications,</i> g) <i>Drawings,</i> h) <i>Bill of Quantities</i>
<p>Language and Law GCC 3.1</p>	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Namibia.</p>
<p>Project Manager's Decisions 4.1</p>	<p>The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.</p>
<p>Delegation</p>	<p>The Project Manager [may] delegate duties.</p>

GCC Clause Reference	Special Conditions
GCC 5.1	
Notices GCC 6	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be _____</p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be _____</p>
Insurance GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> (a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i> (b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</i> (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i> (ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i> (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.

GCC Clause Reference	Special Conditions
	The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.
Site Date GCC 14.1	The site Data shall be: <ul style="list-style-type: none"> • Drawings • Contract Specifications • General Conditions of Contract
Possession of the Site GCC 20.1	The Site Possession Date shall be:
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 14 working days from the date of the Letter of Acceptance.
GCC 25.3	Program updates shall be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: None .
Payment Certificates GCC 39.7	"Payment shall be made as per progress of works with payment for materials on site".
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: <ol style="list-style-type: none"> (a) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (l)	Not applicable
Price	

GCC Clause Reference	Special Conditions
Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(i) no proportion of any payments shall be retained* or
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are [0.05 percent] per day. The maximum amount of liquidated damages for the whole of the Works is N\$ 10,000.00].
Bonus GCC 47.1	The rate for the Bonus per calendar day is: Not applicable
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	(i) No Performance Security is required*or
GCC 56.1	“As built” drawings or operating and maintenance manuals [are not] required.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: [10%]

QUOTATION CHECKLIST SCHEDULE

[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]

Procurement Reference No.:

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
A <u>certified copy</u> of a Business Registration with the Ministry of Trade (BIPA) / Founding Statement		
A <u>certified copy</u> or an <u>Original Valid</u> Good Standing Tax Certificate		
A <u>certified copy</u> or an <u>Original Valid</u> good standing Social Security Certificate;		
A <u>certified copy</u> of a valid Business Registration and Fitness Certificate with any Local Authority in Namibia		

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 quotation 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.*