REQUEST FOR QUOTATION

Construction of a 48m Lattice Tower at Iihonga and Onamundindi Village, Omusati region

Procurement Reference No: W/RFQ/PC0062/2025

Name of Bidder		
E-mail Address		
Postal Address		
Contact Phone Number	**Work:**	**Mobile:**
Bid price (N$ - Incl. VAT)		

Due Date: 10 October 2025

PowerCom (Pty) Ltd
140 NPTH Building no.4, Julius K. Nyerere Street
Southern Industrial Area
P.O. Box 40799 Windhoek
Tel: +264 (61) 201 2090
Fax2mail: +264 (61) 88 655 898
tenders@powercom.na
www.powercom.na

PowerCom (Pty) Ltd
140 NPTH Building no.4, Julius K. Nyerere Street
Southern Industrial Area
P.O. Box 40799 Windhoek
Tel: +264 (61) 201 2090
Fax2mail: +264 (61) 88 655 898
info@powercom.na
www.powercom.na

Letter of Invitation

12 September 2025

Dear Prospective Bidders,

Request for Quotations for *Construction of a 48-meter Lattice Tower at Iihonga and Onamundindi Village*

PowerCom (Pty) Ltd invites you to submit your best quote for the works described in detail in the Specifications and Bill of Quantities attached in the document.

Queries, if any, should be addressed to the Procurement Office and emailed to tenders@powercom.na, Tel: +264 61 201 2090.

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

All potential bidders are required to attend a compulsory briefing meeting via Microsoft Teams, scheduled for 03 October 2025 at 10H00.

Sincerely,

…….

Edwina Garises

Procurement Management Unit

Directors: Ms. Eldorette Harmse (Chairperson), Mr. Set-Son Shifidi (Vice -Chairperson),
Ms. Ndeyapo Shilongo, Ms. Mary N. Shiimi, Ms. Tonata Nghifitikeko, Mr. Nicky Mutenda, Mr. Armando Perny
Chief Executive Officer: Mr. Beatus Amadhila
Company Secretary: Ms. Annethe N Jason

Registration Number: 2000/535

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

PowerCom (Pty) Ltd 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) the bidding document must bound, including all attachments and no loose papers will be accepted.

(e) 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 ***180*** **days** from the date of bid submission deadline.

4. Eligibility Criteria

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

(a) have a valid certified copy company Registration Certificate;

(b) have an original valid or certified copy good Standing Tax Certificate;

(c) have an original valid or certified copy good Standing Social Security Certificate;

(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) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

(f) Submit signed Bid-securing Declaration.

(g) Submit signed Price activity Schedule.

(h) Completed and signed Section VI: Specifications and Compliance Sheet

(i) The quotation validity period shall be ***180*** **days** from the date of bid submission deadline

(j) Submit a written Special Power of Attorney that authorize the individual to sign on behalf and for the bidder. The individual should be granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process *(Completion of Form 1 -Special Power of Attorney – Annexure A).*

(k) Submit Curriculum Vitae (CVs) and certified copies of Qualifications for employees dedicated to this project - Site Agent, General Foreman, Riggers, Health, Safety and Environment Officer, and Namibian Civil Engineering Graduate/Artisan Trainee. (One person to occupy each position). *(Completion of Form 2 - Curriculum Vitae - Annexure A).*

(l) Submit a certified declaration list and proof of ownership and/or Letter of Intent to hire plant and equipment to be used on the works including but not limited to a Concrete Mixer, Poker Vibrator, Gin Pole with minimum load capacity of 300kg tons, Plate Compactor, and 4 x 4 pick-up.

(m) Submit a preliminary program of works encompassing all aspects of the works in a form of a Gantt chart.

(n) Submit a Letter of intent from a Financial Institution to provide performance guarantee. The guaranteed amount should be equivalent to or above 10% of bid offer amount.

(o) not have 2 or more ongoing PowerCom projects (projects are deemed completed upon issuance of practical completion certificate)

(p) have not abandoned work/projects of PowerCom.

(q) Submit a Bank Rating Letter from the Bidder's Commercial Bank.

(r) Only One contract will be awarded per Bidder

5. Bid Security/Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be **fifty** (**50) working days** after site handover Deviation in completion period shall not be accepted/shall be considered if such deviation is reasonable.

7. Briefing meeting

A briefing meeting is scheduled for 03 October 2025 at 10H00.

The Briefing online meeting will provide potential bidders with firsthand knowledge of the project location, existing conditions, and any site-specific requirements that may impact the bidding process.

8. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name at the back of the envelope.

9. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at PowerCom (Pty) Ltd Head Office: 140 NPTH Building no.4, Julius K. Nyerere Street, Southern Industrial Area, not later than **10 October 2025** ***at 10:00*****.**

Quotations by post or hand delivered should reach the above address by the same date and time at latest. Late quotations will be rejected.

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

10. Opening of Quotations

Quotations will be opened internally by PowerCom 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 shared via email to bidders and available to any bidder on request within three working days of the Opening.

11. Evaluation of Quotations

The PowerCom shall have the right to request for clarifications in writing during evaluation.

This Section complements the Instructions to Bidders. It contains the criteria that the PowerCom will use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria but the one indicated here shall be used during evaluation.

Evaluation Methodology

Evaluation will be conducted by an ad hoc Bid Evaluation Committee (BEC) in accordance to the following criteria as stated in the three phases below;

Phase 1: Mandatory Documents

The eligibility criteria will be assessed based on a Yes or No or N/A. All bidders that pass with Yes in all the required documents and not applicable at relevant requirements as stated in table 1, will proceed to the next phase.

(phase 2 - technical evaluation). A bidder that obtains a "NO" in any of the criteria shall be deemed non-responsive and will be disqualified.

Table 1: Mandatory Requirements

Qualification information is listed under Clause 4, as well as the relevant sections of the Bidding Document.

No.	Document Description	Yes/No or N/A
1	A valid certified copy of an original document of a Company **r egistration Certificate or Registration of defensive name if applicable** (certified copies), as certified by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended. Must provide proof that the entity is incorporated in Namibia with no less than 51% equity that is owned by Namibian citizens of which no less than 30% is owned by previously disadvantaged persons (e.g. Founding Statement in the case of CC, Identification Documents, Share certificates etc.)	
2	All bidders must be at least 51% Namibian owned company, proof of Identity Documents / Passports as certified by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended.	
3	A valid original Good Standing Tax Certificate or a certified copy by a	

	Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended.	
4	A valid original Good Standing Social Security Certificate or a certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended.	
5	Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 and it should be certified by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended.	
6	Duly completed, initialled, and signed Joint Venture Agreement (if applicable)	
7	A duly completed and signed Quotation Letter	
8	A duly completed and signed Bid Securing Declaration Form	
9	A duly completed and signed price activity schedule	
10	Bill of Quantities (completed 100%), initialled and signed/stamped	
11	Initial of each page. Failure to initial each page of the bid documents leads to disqualification of the bidder.	
12	A Preliminary program of works	
13	Completed and signed Section VI: Specifications and Compliance Sheet	
14	Special Power of Attorney that authorize the individual to sign on behalf and for the bidder. A certified copy of which is attached to the Bid Document as per schedule 5.	
15	Curriculum Vitae (CVs) and certified copies of Qualifications for employees	
16	List and proof of ownership and/or Letter of Intent to hire plant and equipment to be used on the works	
17	Letter of intent from a Financial Institution to provide performance guarantee.	
18	Bank Rating Letter from the Bidder's Commercial Bank.	
19	Bidder does not have two (2) or more ongoing PowerCom projects (Projects are deemed completed upon issuance of practical	

	completion certificate)	
20	Bidder has not previously abandoned site/work	
21	Bidder has attended compulsory site meeting	

Phase 2: Technical Evaluation

Bidders will be assessed against the technical evaluation criteria as stated in table 2 as per the weights stated therein. The total technical evaluation is out of 100 marks. For a bidder to proceed to the next phase (phase 3 – financial evaluation), the bidder must score 70 marks and above. Bidders who fail to achieve the required minimum score of 70 will be deemed as "technically non-responsive". Such bidders will be excluded from being considered for further evaluation.

Table 2: Technical Weight Scoring

No.	**Relevant experience of the contractor related to the assignment**	**Number of projects successfully executed by Bidder**	**Relevant experience of the contractor related to the assignment**	**Scores**	**Total**
1	Relevant Experience: Proof of experience in construction Works in Namibia in the form of reference letters from contactable clients or substantial completion certificates	Overall number of past related projects	0	0	**10**
			1	10	
	Relevant experience of the contractor related to the assignment	**Experience of Key personnel clearly indicating responsibilities**	**Experience, qualifications, and registration**	**Scores**	**Total**
2	Key personnel (Necessary staff with adequate qualifications, capability, and experience to	Site Agent:	at least Five (5) years of experience	14	**45**
		General Foreman:	at least Five (5) years of experience	10	

	undertake the assignment) Note all copies of attached qualifications to CV, are to be certified by a Commissioner of Oath	Rigger:	at least three (3) years of experience with valid fall arrest certificate Or Valid letter of Intent from a Reputable Rigging Company	9	
		Health, Safety and Environmental officer	at least three (3) years of experience	8	
		Engineer in Training/ Artisan Intern	Qualification Only	4	
	Listed Tools and Equipment		**Equipment**	**Scores**	**Total**
3	Availability of Plant and Machinery including proof of ownership or proof of hire (lease agreement for duration of Contract/ Letter of Intent)		4 x 4 pick-up	10	29
			Gin Pole	4	
			Poker Vibrator	2	
			Plate Compactor	2	
			Concrete Mixer	2	
4	Programs of Works (Project schedules)	Minimum bar/Gantt chart program of works showing detailed key tasks		5	1
	Financial Capacity of the contractor to execute the assignment			**Scores**	**Total**
5	Funding Availability	Proof of funding availability: Funds in the Bank Account (Provide Bank Statement not older than 3 months, or a Credit Letter from a Financial Institution with at least 30% of Bid amount)		10	**15**
6	Bank Rating Letter	Rating should at least be of categories A-C		5	
	Letter of Intent	Letter of intent from a Financial Institution to provide performance		5	
				Total	**100**

Phase 3: Financial Proposal

I. Only bids that are technically compliant will be considered for financial evaluation.
II. The bids are evaluated using a weighted evaluation scoring method where the technical phase weighs 80% and the financial phase 20% of the overall score.
III. The bidder that attains the highest score based on the weighted evaluation will be awarded the bid.
IV. Bids will be corrected for Arithmetic errors

7.4. Final Score

The final score will be determined on a weighted average percentage score basis as follows:

- Technical – 80%
- Financial – 20%

7.5 The Standard Benchmark Price is computed as follows:

A = Employer's Market Related Estimate

B = $\frac{BPx + BPx + BPx + BPx + BPx + BPn}{\text{Number of bids}}$

Where; BP – Bidder price

Mean Benchmark Price = $\frac{A+B}{2}$

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. Not applicable

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation with the price margin 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

PowerCom shall after award of contract promptly inform all unsuccessful bidders in writing of the name of the successful bidder and the contract amount. Furthermore, PowerCom 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*: [name of Public Entity]*	
Procurement Reference Number:	
Subject matter of Procurement:	

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

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

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

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

The validity period of our Quotation is _____ 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 7 days from date of handing over of site.

Works will be completed within 50 working days from date of project commencement.

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		

Appendix to Quotation Letter

BID SECURING DECLARATION

(Section 45 of Act)

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

Date: *[Day | month | year]*

Procurement Ref No.: .....

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

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

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

i. **a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**

ii. **refusal by a bidder to accept a correction of an error appearing on the face of a bid;**

iii. **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**

iv. **failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

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

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

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

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

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

Dated on _____ day of _____
[*insert date of signing]*

Corporate Seal (where appropriate)
[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]
delete if not applicable / appropriate



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:……..

Registration Number
:……

Vat Number: ……

Industry/Sector: ……..

Place of Business:……

Physical Address:……..

Tell No.:……

Fax No.:……..

Email Address:……

Postal Address:……..

Full name of Owner/Accounting Officer:……

……
..

Email Address:……..

2. PROCUREMENT DETAILS

Procurement Reference No.:……..

Procurement Description: ……..

……

……

Anticipated Contract Duration: …….

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

……

3. UNDERTAKING

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

of ……*[insert full name of company]*

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

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

Signature: ……..

Date: ……..

Seal:…….

Please take note:

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

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

1. Project Site Details:

The table below displays general information about the project site.

Site Name 7	Iihonga
Region	Oshikoto
Nearest Town/Village	Ondangwa
Project Type	Construction of a Communication Tower
Soil Type	Clay and Rocky
Terrain	Flat
Tower	48-meter Lattice tower
Access To Utilities	To supplied by bidder
Access Road	None required
Site Size	10m x 8 m
Material Already Procured	Tower mast material, Aircraft warning lights and Fencing Material. To be collected from clients' warehouses
Site Coordinates	18°02'21.8"S 16°10'24.7"E

Site Name 8	Onamundindi
Region	Omusati
Nearest Town/Village	Outapi
Project Type	Construction of a Communication Tower
Soil Type	Clay and Rocky
Terrain	Flat
Tower	48-meter Lattice tower
Access To Utilities	To supplied by bidder
Access Road	None required
Site Size	10m x 8 m
Material Already Procured	Tower mast material, Aircraft warning lights and Fencing Material. To be collected from clients' warehouses
Site Coordinates	17°45'35.6"S 15°15'07.5"E

1. Project Specification

1.1 GENERAL
The work comprises of the following main tasks:

1.2 Construction of a 48-meter Lattice tower
1.3 Construction of a plinth for BTS equipment and
1.4 Construction of a perimeter fence
1.5 Installation of electrical wiring

These tasks are outlined in detail under item NO. 4 in this section of the document.

2. DESCRIPTION OF SITE

The works are to be constructed on Farm Guinas-Vlei, located near Tsumeb Town. The topography of the land is predominantly flat with minimal vegetation, providing a favourable environment for construction activities. The tower foundation

excavations have been completed, excluding minor trimming of the excavation sides as required. Additionally, Soilcrete works have been completed and blinding has been casted. All remaining works, apart from those mentioned above, are to be completed under this contract as outlined in the Bill of Quantities

3. NATURE OF GROUND AND SUBSOIL CONDITIONS

Limited field tests have been carried out on the in-situ material but in general, the material in this area is of a clay nature with possible waterlogged excavations. It remains the Contractor's responsibility to obtain sufficient material to meet the required specifications for bedding and fill. Furthermore, the Contractor will be required to carry out all relevant tests on all materials to ensure compliance with the specifications throughout the Contract.

PowerCom will not be held responsible for any conclusions drawn by Bidders from the information supplied and Bidders must satisfy themselves as to the nature of materials to be excavated under this Contract. Bidders are at liberty to excavate any trial holes or carry out other investigations to determine the nature the ground that will be encountered in carrying out the works. The bidder must inform the Project Engineer of their intention to carry out such hole excavation or other investigation and backfill such excavation immediately afterwards.

Prior to any material being imported to site, the relevant test results must be submitted to the Engineer for approval. Only upon written approval may the material be imported.

4. DETAILS OF CONTRACT

4.1. Quality of structural materials and workmanship to comply with the latest relevant codes and specifications of SABS/SANS and structural project specifications/documents.

4.2. The drawings are to be read in conjunction with the other project drawings, construction documentation and principal building contract.

4.3. Contractors must view site & works & allow for everything necessary to complete the works.

4.4. Contractors to check the details on the drawings for compliance with standards of good building practice with reference to requirements by local and/or site conditions and report any discrepancies to the engineer.

4.5. Setting out to commence only when site boundary peg positions are verified & pointed out by the employer's land surveyor. Correct setting out including from boundaries and building lines, and verification of services and existing works are the contractor's responsibility.

4.6. Contractors to verify all levels, heights and dimensions on site and check the same against drawings prior to commencement.

4.7. Figure dimensions are to be used at all times & large-scale details will take preference over small scale. The drawings are not scaled.

4.8. Only the latest construction drawings issued as "for construction" may be used for the construction of the works. All supersedes and other drawings must be removed from site.

4.9. Any errors, discrepancies, or omissions as well as all queries are to be immediately reported to the engineer for clarification before any work is put to hand.

4.10. The guyed mast is to be assembled and erected in accordance with the erection drawings provided by the Infrastructure Department. Variance from the drawings must receive approval from the Project Manager.

5. CONSTRUCTION PROGRAMME

The Contractor is to submit a construction programme. This construction duration should not be longer than fifty (50) working days.

If the programme submitted by the Contractor in terms of clause 25.1 of the General Conditions of Contract has to be revised because the contractor is failing behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the works within the period defined in clause 16.1 of the General Conditions of Contract or within a granted extension of time. The proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in clause 25.3 of the General Conditions of Contract.

6. MATERIALS

6.1. Aggregates to comply with SANS 1083.

6.2. Reinforcement to comply with SANS 920.

6.3. All reinforcement shall, at the time the concrete is placed, be free from rust, paint, scale, oil or other coatings that may reduce or destroy bond and shall be washed down just prior to casting of concrete.

6.4. Reinforcing bars shall be bent in accordance with SANS 282 and to the dimensions indicated on the drawings. Welding of reinforcing bars is not permitted unless approved by the Engineer.

6.5. Only epoxy-based chemicals are permitted as grout for chemical anchors.

6.6. Cement to be stored in a dry, weatherproof shed.

6.7. Water to be clean and free from substances which may impair the strength and durability of concrete.

6.8. Materials shall be properly stored under cover to prevent segregation of aggregates, contamination by salt and moisture, corrosion, etc. Any material which has been contaminated or damaged otherwise shall not be used for concrete.

7. EXCAVATIONS

7.1. The Contractor shall enquire with the relevant authorities about any underground services prior to commencement of excavations.

7.2. Excavations near existing trees foundations or structures shall be undertaken with all necessary precautions to prevent damage to, settlement or collapse of the works

7.3. Excavations up to 1 500mm deep require to be shored where there is a risk of collapse. All excavations more than 1 500mm deep require to be stored in accordance with the Code of Practice on Lateral Support and in compliance with statutory requirements noted therein.

7.4. Excavation in all materials is classified as Soft Excavation. Refer to SABS 1200 DA, to Clause 5.2 Methods and Procedures unless otherwise stated in the Contract Scope of Work.

7.5. Founding material for all bases, footings and pads is to be undisturbed dense in situ residual soil/rock material with a working load bearing capacity more than 150kPa unless otherwise specified in the Contractor's design. Provision is to be made by the contractor to pre-compact or stabilise the soil below the foundations where the required founding material is not encountered within 250mm of the founding depth specified for the structure (measured from the average reduced ground level/terrace level).

7.6. Topsoil is deemed to be unsuitable as a founding horizon for any structures or ground slabs. The topsoil contains organic matter and must be removed to spoil.

7.7. Excavation for foundation, trenches. Etc. shall be the actual dimensions shown on Drawings, and to be measured from Natural Ground Level or Reduced Level (which is lower), i.e. From Reduced level when R.L. is lower than N.G.L.

7.8. Backfilling in layers not more than 150 mm thick and compaction to 98% of MOD. (NOTE INCASES OF ROCKY SOIL INSITU G5 IS REQUIRED AS BACKFILLING MATERIAL FOR FOUNDATION BASE)

7.9. The contractor shall deal with and dispose of groundwater and stormwater to keep excavations dry and shall ensure that the completed works are not subjected to encroachment by stormwater runoff.

7.10. No materials, including blinding layer or reinforcement, shall be placed or construction started on any excavated surface, fill or natural surface until such surface has been inspected by the Contractors', Project manager. Written confirmation of compliance with the design assumption shall form plant of the construction records.

7.11. Any excavation taken out deeper or larger than required on drawings or by instruction shall be made up by 15MPa concrete on stabilised soil, well compacted.

7.12. Appropriate tests such as DCP test shall be done in the excavation prior to placing of blinding layer and the results shall form part of the construction needs. The result of the DCP test shall also form part of the site documentation that needs to be submitted to the Project manager upon completion of the project.

8. SOIL STABILIZATION

8.1. 5 bags of CEM I 42.5 R should be used for soil stabilization/soilcrete mixture per cubic meter of insitu material.

8.2. All soilcrete to be compacted in layers of 150mm maximum to 100% Mod AASHTO in the case of sand and 98% Mod AASHTO in the case of suitable gravel unless otherwise specified.

8.3. Allow for a 7-day curing period during this period only earthing installation can be done on foundation.

8.4. The soilcrete should attain a minimum crushing strength of 5 MPA at 7 days.

8.5. The soilcrete below the foundation base should have a minimum thickness of 600 mm.

8.6. Test cubes in lots of six to be taken from each operation concrete placed, and to be submitted to an approved materials laboratory for testing (6 cubes each for 7- and 28-day testing respectively).

8.7. Compaction testing of 5 m² areas to be conducted by "Troxler" in batches of three (3) for the top three (3) layers of 150mm maximum thickness unless otherwise specified.

8.8. Tests to be verified by a Powercom representative on site.

8.9. Note all sandy regions require the use of soilcrete below blinding layer of all foundations and anchors.

8.10. All anchors foundation excavations are to be backfilled with a minimum of 7 m³ soilcrete, in the direction of the guyed ropes tension.

9. EARTHING

9.1. The tower and concrete plinth's Earth system shall be inter-connected to create a common earth for both the tower and the equipment concrete plinth.

9.2. An earth termination system shall be established, consisting of several earth electrodes driven into the ground, joined together by a perimeter earthing conductor, and should have a composite resistance of < 5Ω.

9.3. SANS 10313 - Protection against lightning - Physical damage to structures and life hazard

9.4. SANS 10198-3:2004 - Part 3: Earthing systems — General provisions

9.5. Only earth rods of patent design specifically manufactured for the intended purposes shall be used.

9.6. Earth rods shall be 1.8m Ø 16mm SABS approved earth spike CAD-WELDED to the earth mat. manufactured of a steel core with copper covering thoroughly molten welded there to so that an interlocking crystalline union exist between the two metals. The conductivity of the electrodes shall not be less than 40% of that of pure copper.

9.7. The electrodes shall have rolled and not machine-cut thread on both ends and shall have a tensile strength not less than 400MPa.

9.8. Where the electrodes are connected to form a longer length, this shall be done with external sleeve type thread couplings made of non-zinc bronze.

9.9. Earth rods shall be driven into the ground and the standard earth installation will not require any drilling of rock for this purpose.

9.10. Conductive concrete additive equal to Mitronite to form a conductive cement mixture shall be used to provide an increased low resistance contact area for improved earth resistivity.

9.11. The Mitronite: cement mixture shall consist of 6:1 (300kg:50kg) ratio mitronite to cement mixed with water without the addition of any sand or stone.

9.12. The earth tape shall be embedded in 300mm wide and 50mm thick mitronite cement mixture.

9.13. All copper take to have a dimension of 25x3mm set in mitronite. See attached drawing.

9.14. All bends of the Copper Tape to have minimum radius of 200 mm.

9.15. Copper tape tails shall be 2m long and buried 500mm below final ground level (F.G.L).

9.16. Copper tape to be clamped to reinforced steel and CAD-WELDED to earth mat.

9.17. The maximum resistance between any point on the ground and earth ground must be < 5 (Ω)ohms.

9.18. Earth System – Detail of Covered Earth Tape/Copper Installation

9.19. As part of the drawings attached to this BID document, is the earthing system drawings. The bidder shall install the earthing system as per the drawings with the required material specified in the drawing. The bidder shall ensure that the earthing system tie into the above.

9.20. Ensure that appropriate grounding is installed prior to commencing erection of the Guy mast. A temporary grounding system may be used until such times that the Guy mast is fully erected and permanent grounding is installed.

10. FORMWORK

10.1. The design and construction of formwork shall be carried out by the bidder, taking due account of the surface finish required. The formwork shall be sufficiently rigid and tight to prevent loss of grout or mortar from the concrete at all stages and for the appropriate method of placing and compacting. Formwork (including supports) shall be sufficiently rigid to maintain the forms in their correct position and correct shape and profile so that the final concrete structure is as detailed in drawings.

10.2. The supports shall be designed to withstand the worst combination of self-weight, formwork weight, formwork forces, reinforcement and wet concrete weight, construction, and wind loads, together with all incidents dynamic effects caused by placing, vibrating and compacting the concrete. The formwork shall be arranged to

be readily dismantled and removable from the cast concrete without shocked, disturbance or damage.

10.3. The pricing should include all carpenter work, placing, oiling of formwork and stripping.

10.4. Forms shall not be removed until the concrete has attained adequate strength to support its own mass and any loads, which may be imposed upon it. Under normal conditions the minimum times for stripping are:

- Base Foundation unloaded = 14 days

11. REINFORCEMENT

11.1. Concrete reinforcement shall be according to the latest SANS 920

11.2. Submitted documentation shall include shop drawings, product data certificates, test reports, etc.

11.3. Reinforcement at time of depositing concrete shall be free of foreign particles, corrosion and coatings that may impair bond with concrete.

11.4. Reinforcement bars shall be bent in accordance with SANS 282 and to the dimensions indicated on the drawings. Welding of reinforcing bars is not permitted unless approved by the Engineers.

11.5. Concrete to cover the reinforcement with a minimum of 50-mm

11.6. All reinforcement shall be inspected and approved in writing by the engineer before casting of concrete may commence.

11.7. The contractor shall give at least 24 hours' notice to the engineer for steel inspections that are required.

11.8. Bending of reinforcement shall be in accordance with sabs 82.

11.9. It is the contractor's responsibility to maintain reinforcement in its correct position during casting of concrete.

11.10. All reinforcing on site shall be stored and on timber poles or planks (not on the ground) to protect reinforcing from mud and dirt. Reinforcing must be stored in such a manner that no persons or vehicles shall damage it.

11.11. Contractor shall inspect the reinforcing him/herself and check that all steel is in place and correct before contacting the engineer for inspections.

11.12. MINIMUM LAP LENGTHS FOR REINFORCING SHALL BE AS FOLLOWS:

- Y10 BARS = 500mm
- Y12 BARS = 600mm
- Y16 BARS = 800mm
- Y20 BARS = 1000mm
- Y25 BARS = 1250mm
- Y32 BARS = 1600mm.

11.13. Reinforcement shall be fixed to comply with the tolerances as specified in sabs 1200g.

11.14. No heat treatment or cutting of steel without the written approval of the engineer shall be allowed.

11.15. Bend-out bars shall be bent out with a suitable pipe to the correct position. No kink in bend-out bars will be allowed.

12. CONCRETE WORKS

12.1. Concrete works shall follow local and international standards. Every charge of concrete will be accompanied by a report, test specimen procedure and results. A copy of such document will be included in the site documentation.

12.2. Test cubes in lots of six to be taken from each operation concrete placed, and to be submitted to an approved materials laboratory for testing (6 cubes each for 7- and 28-day testing respectively).

12.3. Tests to be verified by a Powercom representative on site.

12.4. Control slump of concrete sample for each strength test and when consistency of concrete appears to vary.

12.5. Concrete testing agency, personnel and test results shall be certified by a registered design professional.

12.6. The bidder should submit a copy of concrete mix design to the PowerCom representative.

12.7. Concrete shall be cured by protecting the surface from the effects of sunshine, drying winds, rain, running water or mechanical damage for five days.

12.8. Only approved non collapsible plastic spacers/cover blocks will be permitted.

12.9. All concrete to be mechanically vibrated in conformity with good practice and the pouring height limited to 2.5 meters unless special precautions against material segregation have been taken.

12.10. Blinding layer 50 mm thick to attain a minimum cube crushing strength of 15 MPa at 7 days.

12.11. Ready mix concrete must be used for all Foundation concrete works.

12.12. Concrete works shall follow local and international standards. Every charge of concrete will be accompanied by a report, test specimen procedure and results. A copy of such document will be included in the site documentation.

12.13. Test cubes in lots of six to be taken from each operation concrete placed, and to be submitted to an approved materials laboratory for testing (6 cubes each for 7- and 28-day testing respectively).

12.14. Tests to be verified by a Powercom representative on site.

12.15. Control slump of concrete sample for each strength test and when consistency of concrete appears to vary.

12.16. Concrete testing agency, personnel and test results shall be certified by a registered design professional.

12.17. The bidder should submit a copy of concrete mix design to the PowerCom representative

12.18. Concrete shall be cured by protecting the surface from the effects of sunshine, drying winds, rain, running water or mechanical damage for five days.

12.19. Only approved non collapsible plastic spacers/cover blocks will be permitted

12.20. All concrete to be mechanically vibrated in conformity with good practice and the pouring height limited to 2.5 meters unless special precautions against material segregation have been taken.

12.21. Blinding layer concrete to attain a minimum cube crushing strength of 15 MPa at 7 days.

12.22. The strength of concrete cover blocks shall at least be equal to the Concrete strength of the structural element in which they are used for.

12.23. The size and fixing method of cover blocks must be approved by the Engineer.

12.24. Shuttering shall be free from shavings, dust, dirt, pieces of wire etc Before casting of concrete.

12.25. The contractor must take the necessary measures to prevent Cardboard shuttering from floating or movement during casting of Concrete.

12.26. All faces of concrete below ground level to receive two coats of Bitu-Seal Liquid should be applied to the Foundation sides and top. Allow for drying time before any backfilling and compaction takes place.

12.27. Concrete strength of all concrete elements shall be as follows:

- Bases (reinforced) = 30 MPa
- Surface beds/ plinths = 25MPa
- Columns = 30MPa
- Concrete Plinth = 25MPa
- Fence concrete= 25 MPa

13. MAST STRUCTURE

13.1 MATERIALS

13.1.1 The materials for steel tubular sections shall comply with BS 4736 Grade 43A or higher grade depending upon availability of materials.

13.1.2 All structural steel shall be grade 43A or 300W (or higher grades) and shall unless otherwise stated in the Project Specification be hot dip galvanised in accordance with the relevant specification and ready for painting to the recommendations of the Directorate of Civil Aviation. Properties of grades of steel used shall be clearly stated in the tender and the adequacy of the steel members and their grades shall be shown in the design.

13.1.3 All steelwork unless otherwise specified is to be hot dip galvanized to SABS/ISO 1461.

13.1.4 No commercial grade steel will be allowed in any structural member associated with the tower.

13.1.5 All ancillary steelworks such as platforms, ladders, mounting brackets, wave guide bridges, etc. shall be galvanised all in accordance with the relevant specification, but shall not be painted.

13.1.6 All bolts, washers, nuts etc. to be grade 8.8 (or higher grades) galvanised with corresponding provision for fit.

13.1.7 The contractor shall submit certificates confirming type of steel used the galvanizing and welding.

13.1.8 Lattice towers shall be galvanized unless specified otherwise in the Project Specification.

13.1.9 Holding down bolts shall be grade 8.8 high strength bolts and galvanized.

13.1.10 Cement shall be type CEM 1 (435) Cement to comply with the requirements of SABS EN 197-1.

13.2 ACCESS LADDER

13.2.1 Rungs shall be of 16mm Ø solid bars, or tubular rungs to a maximum diameter of 32mm of adequate capacity may be used, at equal spacing of approximately 300mm c/c and shall protrude through the stile and shall be welded. The rung spacing shall be sized to fit into the structure panel sizes to ensure that the joints in ladder section maintain the rung spacing and connection to the tower are fixed positively into the tower structure.

13.2.2 All ladders shall have safety cages with a minimum diameter of 650mm flat bar of minimum size 30mm x 5mm.

13.2.3 The bottom of the ladder shall have a lockable device to prevent unauthorised access.

13.3 WAVE GUIDE / ANTENNA CABLE SUPPORTS

13.3.1 Wave guide/cable supports shall be provided at 750mm c/c maximum and 300mm minimum wide suitable for fixing clamps to engineer's approval. The support brackets shall be such that the brackets and/or feeders/cables shall not foul the climber's feet, and the cables shall not be fixed directly to the ladder.

13.3.2 Wave guide openings through platforms shall be of sufficient size.

13.3.3 It is important that wave guide / antenna cable openings at different platforms and wave guide support brackets are in line without interference by e.g., platform support structures, etc.

13.3.4 Wave guide/antenna cable supports shall be suitable in size and strength to support 24 cables at an assumed mass of 0,6kg/m. Clearance of 20mm shall be allowed for between each cable.

13.4 PLATFORMS AND TRAP DOORS / ACCESS DOORS

13.4.1 Two platforms are required as per attached drawing 01-99/SE45. The minimum clear dimension of the external platforms shall be 800mm.

13.4.2 All platforms shall have safety handrails at a minimum height of 1000mm with a knee rail midway in between and kicker plates of at least 50mm in height.

13.4.3 The platform flooring shall be hot dip galvanised expanded metal or banded grating.

13.4.4 The platform shall be trial assembled prior to galvanizing.

13.4.5 Trap doors on platforms shall open beyond 90° to prevent accidental closure by wind (say between 100° and 110°) and shall have a minimum clear opening of 650 X 650mm.

13.4.6 For a lattice tower with a height more than 40m the top external platform shall be 10m from the top and a resting platform (internal) halfway between ground level and top platform.

13.5 HOLDING DOWN BOLTS ASSEMBLY

13.5.1 Galvanised HD bolts shall be supplied with templates (top and bottom) and braces to form a stiff cage for fixing and levelling prior and during the casting of concrete.

13.5.2 For a freestanding lattice tower the sets of HD bolt cages shall be held in position during casting of concrete by the stiff frame with templates.

13.5.3 Towers shall be fixed to the hold down bolts with double nuts for locking purposes. The hold down bolts will protrude through the top nut by at least two threads.

13.6 GROUTING

13.6.1 The grouting between the base plates and foundation shall be undertaken by the contractor as part of the erection process.

13.6.2 The grouting between the base plates and foundation shall be implemented immediately after the base sections of the tower have been erected and aligned.

13.6.3 The grouting shall be a cementitious non-shrink grout such as a.b.e ® Duragrout. If the tower has tubular legs a 15mm diameter drainage hole shall be left in the grout below the base plate.

13.7 ALIGNMENT OF TOWER

13.7.1 Leveling of the tower base onto the hold down bolts shall be carried out using a dumpy level ensuring the level at each bolt position is level with a common datum between the hold down bolts. Use of spirit levels and line levels is not permitted. The legs will be checked using a spirit level for verticality. Alignment of the tower shall be undertaken with the aid of two theodolites provided by the contractor. Using a short plumb bob or straight edge in combination with a squinted eye is not acceptable.

13.7.2 The tower shall be erected to an accuracy that ensures that the out of plumb is less than H/500and that the displacement of the center line of each column is less than H/1000. H is the Height, in millimeters, of the tower above the base plate to the point under consideration.

13.7.3 The description of assembly and erection procedure shall indicate what level checks must be done to ensure the above accuracy; it shall also indicate the methodology to set the verticality of the legs.

13.7.4 BOLT TIGHTNESS.

13.7.4.1 All bolts shall be tightened to the tower manufacturer's specification. This will either be bolting torque recommendations for each bolt size; the tightening is to be carried out using a Torque Wrench of adequate capacity.

13.7.4.2 Alternatively, manufacturers may recommend the "Turn of the Nut" method which is preferable for galvanized bolts. This shall only be carried out by trained personnel. Spot checks may be carried out using a torque wrench set to the specific bolt torque setting. This shall be applied as per SANS 1200.

13.7.5 LIGHTNING PROTECTION AND EARTHING

13.7.5.1 Provide earth bar(s) at 2.60m above the base, halfway up the tower as well as on top of tower. The earth bar(s) shall be 25 x 6mm copper 400mm long with 10 holes of 8mm Ø equally spaced including cadmium plated nuts, spring washers, washers, and bolts. Stand-off insulators shall be used to mount the earth bar to the tower.

13.7.5.2 Provide lugs with 10mm Ø holes at the tower base(s) (gusset plates) for connection of earth conductor to the bottom of the tower.

13.7.5.3 For freestanding lattice tower the holes shall be on each leg on the in the gusset plate facing the inside.

13.7.5.4 A galvanized horizontal cable ladder type Power span 300mm wide O-Line or similar ±3m long with supports and galvanized sheeting cover shall be installed between the tubular pole/tower and the equipment container. The cable ladder shall have an independent support. Final length and height to be determined on site.

14 PAINT WORKS.

14.1 PAINT COLOURS

Alternate sections of international signal red and white paint shall be used as they provide maximum visibility of an obstruction by contrast in colours. The colours shall comply with the National Standard SANS 1091 2004 as indicated:

(a) SIGNAL RED S1580-Y90R

(b) CLOUD WHITE S0505-G20Y

14.2 PAINT STANDARDS

Quality paints compatible with the relevant surfaces are to be used and applied to the published South African standards for the relevant surfaces.

14.3 SURFACES NOT REQUIRING PAINT

Ladders, decks, and walkways of steel towers and similar structures need not be painted if a smooth surface presents a potential hazard to maintenance personnel. Paint may also be omitted from precision or critical surfaces if it would have an adverse effect on the transmission or radiation characteristics of a signal. This should not reduce the overall marking effect of the structure.

14.4 SOLID PATTERN

Obstacles should be coloured in red if the structure has a horizontal dimension of less than 1,5m and vertical dimensions not exceeding 4,5m.

14. BTS PLINTHS

14.1. Concrete Strength 25 MPA and reinforced with mesh as specified in drawings.

14.1.1.1. Dimension of plinth (3000 mm x 2500mm x 600 mm) with an edge thickening of 200 mm.

14.1.1.2. Provision should be made for sleeving of earthing cables to be used for BTS equipment.

14.1.1.3. Plinth top should be a minimum of 400mm above N.G.L

15. PALISADE FENCE

This specification covers material requirements and installation of security fencing and gates, for the POWERCOM TELECOM SITE FENCING project.

16.1 Furnish and install fence and gates, and accessories as required and shown. REFERENCES CODES AND STANDARDS

16.2 A. CSIR, SABS, North Atlantic Treaty Organization (NATO) and International Aviation Authority Organization (ICAO).

16.3 SUBMITTALS

16.3.1 Certificate of compliance for materials and coatings

16.3.2 Shop drawing for gate.

16.3.3 Submittal requirements are identified within the Specification.

16.3.4 Quality control program shall be submitted to the Engineer for review prior to commencement of any work.

16.4 PRODUCTS

16.4.1 All steel materials shall be of good commercial quality, galvanized steel.

16.4.2 All pipes shall be galvanized, one piece without joints. Furnish moisture proof caps for all posts.

16.4.3 Zinc coating shall be smooth and essentially free from lumps, globs, or points.

16.4.4 Miscellaneous material shall be Galvanized, then Marine Fusion Bond coated.

16.5 SUGGESTED MANUFACTURER: COCHRANE

16.5.1 DESCRIPTION OF FENCE SYSTEM

16.5.2 Post shall be 2.7m long Cochrane Taper Locking Post.

16.5.3 Post width shall be 85mm - tapering to 45mm with a depth of 85mm.

16.5.4 Post shall include 'Locking Recess Mechanism' to secure panel edge.

16.5.5 Post finish shall be Galvanized, then Marine Fusion Bond coated.

16.6 PANEL: CLEARVU INVISIBLE WALL

16.6.1 Panel shall be of 2.305m width and 2.1m in height.

16.6.2 Panel aperture size (centres) shall be 76.2 x 12.7mm.

16.6.3 Coated wire diameter will be 3.5mm.

16.6.4 The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity)

16.6.5 Panel shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line)

16.6.6 Panel shall have 2 x 30° flange along top and toe (integrated rigid angle).

16.6.7 Panel post shall have a flush panel post finish with no climbing aid.

16.6.8 Panel shall be affixed to post over 48-line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts.

16.6.9 Panel and fixtures shall be Galvanized, then Marine Fusion Bond coated.

16.6.10 Fence Corner Configuration. The fence configuration should not have any sharp corners and all angles at changes of direction should be a minimum of 130 degrees.

16.7 SWING GATES

16.7.1 All connections and joints shall be welded to form rigid frames or assembled with corner fittings.

16.7.2 Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to obtain entry.

16.8 EXECUTION

16.8.1 Install all fencing and gates in accordance with the drawings, specifications, instructions, and as specified lines and grades indicated. Line posts shall be spaced at

intervals of 3.390 m. Terminal posts shall be set at abrupt changes in vertical and horizontal alignment.

16.8.2 Post holes shall be cleared of loose material. Waste material shall be spread where directed by Engineer. The ground surface irregularities along the fence line shall be eliminated to the extent necessary

16.8.3 Posts shall be set plumb and follow the indicated alignment. All posts shall be set to the depth indicated on the design documents. Concrete shall be thoroughly consolidated around each post, free of voids, and finished with a domed shaped surface, with the base of dome at grade elevation. Concrete shall be allowed to cure prior to installing any additional components to the posts.

16.8.4 Concrete footings shall be carried down to at least the depth indicated on the design documents and shall not be smaller than the dimensions shown. Where a rock layer is encountered within the required depth to which the post is to be erected, a hole of a diameter slightly larger than the largest dimension of the post may be drilled into the rock and the post grouted in. Then the regular concrete footing shall be placed between the top of the rock and the top of the footing elevation as shown on the design documents. Posts shall be approximately centred in their footings. All concrete shall be placed promptly and consolidated by tamping or other approved methods.

16.8.5 Where the ground is firm enough to permit excavation of the post hole to neat lines, the concrete may be placed without forms by completely filling the hole. Curing may be achieved by covering the concrete with not less than four inches of loose moist material immediately after placing concrete, or by using a curing compound. All excess material from footings, including loose material used for curing, shall be disposed of as directed by the Engineer.

16.8.6 Where the ground cannot be satisfactorily excavated to neat lines, forms shall be used to place concrete for footings. Under these conditions the earth and forms coming in contact with the concrete shall be moistened and all ponded water shall be removed from the hole prior to placing concrete. When forms are removed, the footing shall be backfilled with moistened material, and thoroughly tamped. The top of the concrete shall then be covered with not less than 100 mm (4 in) of loose moistened material or use curing compound if the 7-days cure is not completed. All excess material from footings, including loose material used for curing, shall be disposed of as directed.

16.8.7 Gates shall be installed at the locations shown. Hinged gates shall be mounted to swing as indicated. Latches, stops, and keepers shall be installed as required. Slide gates shall be installed as recommended by the manufacturer.

16.8.8 Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

16.8.9 Lubricate hardware and other moving parts.

16.8.10 As part of this bid, the bidder shall provide an electric fence system with the following description:

- 7-Wires of 100mm apart on the top part of the palisade fence
- The 7-Wires shall extend to the gates with suitable gate contacts, including the brackets.
- Siren
- 1 x 5-Joule Energiser.
- Outdoor Enclosure. (600mm x 450mm)

16. HEALTH AND SAFETY

16.1. Excavations

A contractor must-

16.1.1. Evaluate, as far as is reasonably practical, the stability of the ground before excavation work begins.

16.1.2. A contractor who performs excavation work-

16.1.2.1. Must take reasonable and sufficient steps to prevent, as far as is reasonably practical, any person from being buried or trapped by a fall or dislodgement of material in an excavation.

16.1.2.2. may not require or permit any person to work in an excavation area which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary were.

16.1.3. The sides of the excavated area are sloped to at least the maximum angle of repose measured relative to the horizontal plane. Or such an excavated area is in stable material: Provided that permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be

16.1.4. Must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question.

16.1.5. Must ensure that no load, material, plant, or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing.

16.1.6. Must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons.

16.1.7. Must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working.

16.1.8. Must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved; must ensure that every excavation including all bracing and shoring are inspected on daily, prior to the commencement of each shift, after every blasting operation, after an unexpected fall of ground, after damage to supports and after rain.

16.2. FALL PROTECTION

16.2.1. The Contractor must designate a competent person to be responsible for the preparation of a fall protection plan.

16.2.2. Ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required and take steps to ensure continued adherence to the fall protection plan.

16.2.3. A fall protection plan contemplated above must include a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location.

16.2.4. The processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof.

16.2.5. A program for the training of employees working from a fall risk position and the records thereof.

16.2.6. The procedure addresses the inspection, testing and maintenance of all fall protection equipment.

16.2.7. A rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

16.2.8. Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and

of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

16.3. Rope Access Work

16.3.1. A contractor must appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation.

16.3.1.1. Ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and ensure that all rope access operators are competent and licensed to carry out their work.

16.3.1.2. Contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

ii. Technical Requirement

The bidders must provide the following documents to demonstrate relevant experience and competency.

21.7	Curriculum Vitae (CVs) and certified copies of Qualifications of employees dedicated to this particular project; - Site Agent, - General Foreman - Riggers, or letter of Intent from a reputable Rigging- company - Health and Safety Officer, and - Namibian Civil Engineering Graduate/Artisan Trainee. (To be based on site on a full-time basis) *NB: (One person to occupy each position).*
21.8	Signed consent letters (for the Curriculum Vitae (CVs) of all employees dedicated indicated above.
21.9	A list of successfully completed Construction Projects by the bidder over the **last three (3) years** amounting to a cumulative financial amount of **N$ 300,000.00.** Bidder to have completed at least one (1) project. Bidder to submit a certified copy of the Completion Certificate(s) with Award

	Letter.
21.10	Has the bidder submitted a list of all plant and equipment to be used on the works as listed in Section III – Statement of Requirements.
21.11	The bidder must submit a preliminary program of works encompassing all aspects of the works in a form of a Gantt chart.

B. DRAWINGS

The following drawings are annexed hereto;

Schedule of Drawings		
No.	Description	Revision No.
Xxx	*48m Lattice*	*0*
Xxx	*48m Lattice Site layout*	*1*
HHK 00 000 000	*48m Tower Earthing*	*1*
PC-AC-CO-001	*Changer over DB*	*1*
PC-AC-CO-002	*AC Distribution Board*	*1*

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.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N$)	Total Price (N$)
A*	**B***	**C***	**D***	**E**	**F**
1	Complete Bill of Quantities attached and transfer total price	1	1	1	
			Subtotal		
			VAT @ 15%		
			Total		

See hereto, Bill of Quantities.

Priced Activity Schedule Authorised By:

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

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)
A*	***B****	***C***	***D***
1	**Refer to Project Specifications under Section III (Pages 15-35)** ***Any sections that are none compliant should be added in the columns below***		

Specifications and Compliance Sheet Authorised By:

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

SECTION VI: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

A. General....41

1. Definitions....41
2. Interpretation....43
3. Language and Law....43
4. Project Manager's Decisions....44
5. Delegation....44
6. Communications....44
7. Subcontracting....44
8. Other Contractors....44
9. Personnel and Equipment....44
10. Employer's and Contractor's Risks....44
11. Employer's Risks....44
12. Contractor's Risks....45
13. Insurance....45
14. Site Data....46
15. Contractor to Construct the Works....46
16. The Works to Be Completed by the Intended Completion Date....46
17. Approval by the Project Manager....46
18. Safety....46
19. Discoveries....46
20. Possession of the Site....46
21. Access to the Site....47
22. Instructions....47
23. Appointment of the Adjudicator....47
24. Procedure for Disputes....47

B. Time Control....48

25. Program....48
26. Extension of the Intended Completion Date....48
27. Acceleration....48
28. Delays Ordered by the Project Manager....49
29. Management Meetings....49
30. Early Warning....49

C. Quality Control....49

31. Identifying Defects....49
32. Tests....49
33. Correction of Defects....50
34. Uncorrected Defects....50

D. Cost Control 50

35. Contract Price 50
36. Changes in the Contract Price 50
37. Variations 51
38. Cash Flow Forecasts 51
39. Payment Certificates 51
40. Payments 52
41. Compensation Events 52
42. Tax 54
43. Currencies 54
44. Price Adjustment 54
45. Retention 55
46. Liquidated Damages 55
47. Bonus 55
48. Advance Payment 55
49. Securities 56
50. Dayworks 57
51. Cost of Repairs 57
52. Labour Clause 57

E. Finishing the Contract 58

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

General Conditions of Contract

A. General

1. Definitions 1.1 Boldface type is used to identify defined terms.

(a) The Accepted Contract Amount means the amount accepted in the Notification of award for the execution and completion of the Works and the remedying of any defects.

(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.

(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

(d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

(e) Compensation Events are those defined in GCC Clause 41 hereunder.

(f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

(g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

(h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.

(i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

(j) The Contract Price is the Accepted Contract Amount stated in the Notification of award and thereafter as adjusted in accordance with the Contract.

(k) Days are working days; months are calendar months unless otherwise stated.

(l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(m) A Defect is any part of the Works not completed in accordance with the Contract.

(n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.

(o) The Defects Liability Period is the period **named in the SCC**

pursuant to Sub-Clause 33.1 and calculated from the Completion Date.

(p) Adjudicator means the single person appointed under Clause 23.

(q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

(r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.

(s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

(u) The Initial Contract Price is the Contract Price listed in the Employer's Notification of award.

(v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(z) SCC means Special Conditions of Contract

(aa) The Site is the area **defined as such in the SCC**.

(bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

(dd) The Start Date is **given in the SCC**. It is the latest date when

the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(gg) A Variation is an instruction given by the Project Manager which varies the Works.

(hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC**.

2. Interpretation

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

2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

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

(a) Agreement,

(b) Notification of award,

(c) Contractor's Bid,

(d) Special Conditions of Contract,

(e) General Conditions of Contract,

(f) Specifications,

(g) Drawings,

(h) Bill of Quantities,[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 must be English and the law governing

the Contract is the Law of Namibia.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing to the addresses **specified in the SCC.** A notice shall be effective only when it is delivered.

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, as **referred to in the SCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the

purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

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

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

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

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

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

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

payment is due, the payment of the premiums shall be a debt due.

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

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

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

14. Site Data

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

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

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within thirty days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC,** the Employer shall be deemed to have delayed the

start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

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

22. Instructions

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

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

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Notification of award. If, in the notification of award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 15 days of receipt of such request.

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

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 15 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC,** together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within thirty (30) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above thirty (30) days, the Adjudicator's decision shall be final and binding.

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

B. Time Control

25. Program

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

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

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.

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

26. Extension of the Intended Completion Date

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

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

27. Acceleration

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the

Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

28. Delays Ordered by the Project Manager

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management Meetings

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

C. Quality Control

31. Identifying Defects

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

32. Tests

32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a

Compensation Event.

33. Correction of Defects

33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

34. Uncorrected Defects

34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

35. Contract Price

35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

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

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

36. Changes in the Contract Price

36.1 In the case of an admeasurement contract:

(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

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

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

such changes to the Activity Schedule.

37. Variations

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

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

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

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

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

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

38. Cash Flow Forecasts

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

39. Payment Certificates

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

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

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

39.4 The value of work executed shall comprise:

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

completed; or

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

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

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

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

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

40. Payments

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

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

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

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

41. Compensation Events

41.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the

Site Possession Date pursuant to GCC Sub-Clause 20.1.

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

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

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

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

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

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

(l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:

(a) reason of any exceptionally adverse weather conditions (as specified in the BDS) and

(b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

41.2 If a Compensation Event would cause additional cost or would

prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

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

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

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

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

44. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients[2] **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 Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

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

45. Retention

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

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

46. Liquidated Damages

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

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

47. Bonus

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

48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the

Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Notification of award and shall be issued in an amount **specified in the SCC,** by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

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

(i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and

(ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.

(b) For contracts above N$ 5 M, the preference security shall be in the form of an “on demand” bank guarantee for an amount in a convertible currency equivalent to the difference between its bid price and the bid price of the lowest bid if the Margin of Preference was not applicable. It shall be issued by a commercial bank located in the Republic of [Insert name of country].

(c) For contracts up to N$ 5 M, an amount equal to the value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.

(d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer’s Representative as per GCC 53.

(e) The cost of providing the security shall be borne by the Contractor.

49.3 Where a Preference Security is applicable:

(i) the Employer's Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.

(ii) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.

(iii) the Employer's and Contractor's representatives shall consult each other to ensure that the Contractor's obligation towards local manpower employment is met during the Works execution.

(iv) At the time of works completion, the Contractor shall submit a certified audited report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.

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

50. Dayworks

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

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

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

51. Cost of Repairs

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

52. Labour Clause

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

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

(ii) by arbitration awards; or

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

(b) Where remuneration and conditions of work are not regulated in a

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

52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:

(a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

(b) stating whether any remuneration payable in respect of work done is due;

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

52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under Section 138 of the Labour Act - ***[(2),(3)(a)(b)]***, 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 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and

56.1 If "as built" Drawings and/or operating and maintenance manuals are

Maintenance Manuals

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 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or

(h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

as reasonably possible.

58. Fraud and Corruption

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

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

58.3 For the purposes of this Sub-Clause:

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

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

59. Payment upon Termination

59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the

Contractor, the difference shall be a debt payable to the Employer.

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

60. Property

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

61. Release from Performance

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

SECTION VIII - CONTRACT FORMS

Table of Forms

Contract Agreement 2

Contract Agreement

THIS AGREEMENT made on the . . . . . .day of . . . . . ., ..., between . . . . . ***[name of the*** Employer***]*** . . . . (hereinafter "the Employer"), of the one part, and . . . . . ***[name of the Contractor]*** . . . . .(hereinafter "the Contractor"), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents***.***

(a) the Notification of award

(b) the Bid

(c) the Addenda Nos . . . . . ***[insert addenda numbers if any]***. . . . .

(d) the Appendix to the General Conditions of Contract

(e) the General Conditions of Contract;

(f) the Specification

(g) the Drawings*;* and

(h) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

Signed by: ..... for and on behalf of the Employer

in the .....

Signed by: ..... for and on behalf the Contractor

in the .....

presence of: presence of:

itness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date

APPENDIX TO CONTRACT

PERFORMANCE SECURITY (BANK GUARANTEE)

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

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

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

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

Beneficiary: *[insert complete name of Purchaser]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[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)* .....

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

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

A. General	
GCC 1.1 (r)	The Employer is: *PowerCom (Pty) Ltd* *140 NPTH Building no.4, Julius K. Nyerere Street* *Southern Industrial Area* *P.O. Box 40799 Windhoek* *Tel: +264 (61) 201 2090* *Fax2mail: +264 (61) 88 655 898* *Represented by: Mr. Beatus Amadhila*
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be after **50 Working days** from the commencement date.
GCC 1.1 (y)	The Project Manager is Mr. Michael Ifugula
GCC 1.1 (aa)	The Site is located at *Guinas-Vlei and* is defined by coordinates indicated in section III - Project Details.
GCC 1.1 (dd)	"The Start Date shall be 7 days after handing over of site
GCC 1.1 (hh)	The Works consist of the Construction and erection of a Telecommunication tower complete with palisade fence and electrical works.
GCC 2.2	Sectional Completions are: Not applicable for this Contract.
GCC 2.3(i)	The following documents also form part of the Contract: (a) The Contract Agreement (b) The Notification of Award (Letter of Acceptance) (c) The Addenda to the Bid Document (d) The Bid (e) The Appendix to the General Conditions of Contract (f) The General Conditions of Contract. (g) The Specifications

	(h) The Drawings (i) The completed Schedules; and (j) The Bill of Quantities
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 6.1	Delivery address for notices is: Employer: PowerCom (Pty) Ltd 140 NPTH Building no.4, Julius K. Nyerere Street Southern Industrial Area, Windhoek Contractor: --- --- --- ---
GCC 8.1	Schedule of other contractors: *Not applicable for this contract*
GCC 13.1	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: for the Works, Plant and Materials: The full amount of the works including removal of debris, professional fee etc…. for loss or damage to Equipment: The replacement value of the equipment that the contractor intents to use on site until the taking over by the Employer. for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: An amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. for personal injury or death: of the Contractor's employees: The contractor must take an adequate cover for his employees for any claim arising in the execution of works and of other people: The cover should be an adequate amount for Third party extended to the Employer and its representatives. for loss or damage to materials on-site and for which payment have been

	included in the Interim Payment Certificate, where applicable. 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.
GCC 14.1	Site Data are: *(a) Construction Drawings* *(b) As-built Drawings* *(c) Rainfall Data* *(d) Site Diary* *(e) Site Instruction Book* *(f) Request for Approval of Works and* *(g) Daily/Monthly Safety Reports*
GCC 20.1	The Site Possession Date(s) shall be: At the Location of Project, the day of the Site handover.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: The National Adjudicators List (NAL) shall offer a procedural and impartial nomination service to assist employer with the appointment of adjudicators. Both parties are liable for their own adjudication fees
GCC 24	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. The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to: "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.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: **Not applicable.**
GCC 24.4	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing

	party. Any decision of the Arbitrator shall be final and binding to both parties".
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 5 days from the date of the Notification of award.
GCC 25.3	The period between Program updates is *5* days. The amount to be withheld for late submission of an updated Program is *N$ 15,000.00*
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 12 months
GCC 39.7	Interim Payment for Plant and Material on site "is not" applicable.
D. Cost Control	
GCC 41.1 (l)	*Rainfall in excess of 10mm (daily), flooding of the project site thus not enabling the Contractor to work.*
GCC 43.1	The currency of the Employer's country is: **Namibian Dollars.**
GCC 44.1	The Contract "is not" subject to price adjustment in accordance with GCC Clause 44.
GCC 45.1	The proportion of payments retained is 10 percent (%)
GCC 46.1	The liquidated damages for the whole of the Works are N$ 1,200.00per day. The maximum amount of liquidated damages for the whole of the Works is limited to 5% of contract price. **If the Contractor does not execute the work as per the agreed contract schedule and the project gets delayed beyond the contract period, whereby there is no genuine reason for extension of time, the Contractor has to bear the cost of the Supervision Contract on behalf of the Employer for the delayed construction period.**
GCC 47.1	The Bonus for the whole of the Works is **Not applicable**. The maximum amount of Bonus for the whole of the Works is **Not applicable** of the final Contract Price.
GCC 48.1	The Advance Payments shall be: **Not applicable** and shall be paid to the Contractor no later than **Not applicable**.
GCC 49.1	The Performance Security amount is **10%** of the Contract Price (a) Performance Bank Guarantee**: 10% of the Contract Price.**

E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is ***Not Applicable***. The date by which "as built" drawings are required is ***Not Applicable***.
GCC 55.2	The amount of N$ 20,000.00 to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the takeover date.
GCC 56.1	Operating and maintenance manuals should be supplied to the employer by the contractor no later than takeover date
GCC 56.1	Amount to be withheld should the maintenance and operation manuals not be provided is: ***Not Applicable***
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%**.
F. Fundamental breaches	
GCC 57.2 (a),(e)	Fundamental breaches of Contract shall include, but shall not be limited to, the following: a) The Contractor stops work for 7 days when no stoppage of work is shown on the current Program, and the stoppage has not been authorized by the Project Manager. 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 period of 7 days as determined by the Project Manager.

SCHEDULE 2

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.:

Document Description	Attached	Not Attached
• A valid certified copy of an original document of a Company **Registration Certificate or Registration of defensive name if applicable** (certified copies), as certified by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended. Must provide proof that the entity is incorporated in Namibia with no less than 51% equity that is owned by Namibian citizens of which no less than 30% is owned by previously disadvantaged persons (e.g. Founding Statement in the case of CC, Identification Documents, Share certificates etc.)		
• All bidders must be atleast 51% Namibian owned company, proof of **Identity Documents / Passports** as certified by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended.		
• A valid original **Good Standing Tax Certificate** or a certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended.		
• A valid original **Good Standing Social Security Certificate** or a certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended.		
• **Affirmative Action Compliance Certificate** or in its absence, proof from the **Employment Equity Commissioner** that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 and it should be certified by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended.		
• Duly completed, initialled, and signed Joint Venture Agreement (if applicable)		
• A duly completed and signed Quotation Letter		

• A duly completed and signed Bid Securing Declaration Form		
• Bill of Quantities (completed 100%), initialled and signed/stamped		
• A Preliminary program of works		
• Completed and signed Section VI: Specifications and Compliance Sheet		
• Special Power of Attorney that authorize the individual to sign on behalf and for the bidder.		
• Curriculum Vitae (CVs) and certified copies of Qualifications for employees		
• List and proof of ownership and/or Letter of Intent to hire plant and equipment to be used on the works		
• Letter of intent from a Financial Institution to provide performance guarantee.		
• Bank Rating Letter from the Bidder's Commercial Bank.		

SCHEDULE 3

PROPOSED PERSONNEL

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

1.	**Title of position**
	Name
2.	**Title of position**
	Name
3.	**Title of position**
	Name
4.	**Title of position**
	Name
5.	**Title of position**
	Name
6.	**Title of position**
	Name
etc.	**Title of position**
	Name

SCHEDULE 4

RESUME OF PROPOSED PERSONNEL

The Bidder shall provide all the information requested below. **Fields with asterisk (*) shall be used for evaluation.**

Position*		
Personnel information	**Name ***	**Date of birth**
	Professional qualifications *	
Present employment	**Name of Employer**	
	Address of Employer	
	Telephone	**Contact (manager / personnel officer)**
	Fax	**E-mail**
	Job title	**Years with present** Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	**To***	**Company, Project, Position, and Relevant Technical and Management Experience***

SCHEDULE 5

SPECIAL POWER ATTORNEY

In the cases where the Bidder is a Company, Corporation or Firm, the person whose signature appears below must be duly authorized to do so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

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

by virtue of _____

dated _____a certified copy of which is attached to the Bid Document.

_____

Signature of Bidder*

_____

Signature of Witness

_____

Date

**Signature to correspond with that on Form of Bid*