



MUNICIPALITY OF WALVIS BAY BIDDING DOCUMENT

REQUEST FOR SEALED QUOTATION (WORKS)

BID NO. W/RFQ/MWB-08/2025

REMOVE AND REPLACEMENT OF FIRE SHED DOORS AT WALVIS BAY FIRE STATION

CLOSING DATE: FRIDAY, 15 NOVEMBER 2025 @ 11H00

ADMINISTRATIVE ENQUIRIES:

Mr. Otto Haraseb

Tel: +264 64 201 3281

Email: pmunit@walvisbaycc.org.na

BIDDER'S INFORMATION

NAME OF BIDDER	
POSTAL ADDRESS	
TELEPHONE	
EMAIL ADDRESS	
BID PRICE (EXCL. VAT)	

PREAMBLE

It is important that bidders understand the requirements for the provision of certain documentation with this bid, as well as the completion and the signing and initialing of the relevant schedules where indicated.

Any bids found to be incomplete during the opening thereof or during the process of evaluation, may be regarded as non-responsive and may result in such bid not being considered at all.

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SECTION 1 – INSTRUCTIONS TO BIDDERS (ITB)

1. RIGHTS OF THE EMPLOYER

The Employer reserves the right to:

- (a) split the contract as per the lowest evaluated cost per lot, or
- (b) accept or reject any bid or to cancel the bidding process; or
- (c) reject all bids at any time prior to contract award.

2. PREPARATION OF QUOTATIONS

You are required to quote for the works described mentioned in Section 3 [Employer's Requirements] by completing, signing and returning:

- (a) the Quotation Letter in Section 2, with its annexures for Bid Securing Declaration and Written Undertaking in terms of Section 138(2) of the Labour Act;
- (b) the Bill of Quantities in Section 4;
- (c) the Specifications and Compliance Sheet in Section 5; and
- (d) any other attachment deemed appropriate.

You are advised to carefully read the complete bidding document, including Section 8 [Special Conditions of Contract] before preparing your bid. 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 30 days from the date of bid submission deadline.

4. ELIGIBILITY CRITERIA

To be eligible to participate in this quotation exercise, you are required to submit the following documents:

- (a) certified copy of a valid Founding Statement or Company Registration Certificate;
- (b) certified copy of a valid Tax Good Standing Certificate;
- (c) certified copy of a valid Social Security Good Standing Certificate;
- (d) certified copy of a valid Affirmative Action Compliance Certificate, or 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) completed and signed bid-securing declaration; and
- (f) completed and signed written undertaking as contemplated in section 138(2) of the Labour Act, 2007.

**5. WORKS COMPLETION PERIOD**

The completion period for works shall be 3 months after acceptance of appointment or issuing of an order. Deviation in completion period shall be considered if such deviation is reasonable and agreed upon by the Employer.

6. SEALING AND MARKING OF QUOTATIONS

Bids should be sealed in a single envelope, clearly marked with the Bid Number, addressed to the Employer with the Bidder's name at the back of the envelope.

7. SUBMISSION OF QUOTATIONS

- (a) Bids must be deposited in the quotation/bid box located in the foyer of the Civic Centre, Nangolo Mbumba Drive, WALVIS BAY, not later than **11h00 on Friday, 15 November 2024**.
- (b) Quotations by post, courier or hand delivered should reach the Procurement Management Unit, Room 201, Civic Centre, Nangolo Mbumba Drive, WALVIS BAY, not later than 10h00 by the date in ITB 7(a).
- (c) Late bids will be rejected.
- (d) Bids received by email, as well as those submitted without all the documents under ITB 4 will not be considered.

8. OPENING OF QUOTATIONS

Quotations will be opened by the Employer immediately after the closing time referred to in ITB 7(a). Bidders or their representatives may attend the Bid Opening if they choose to do so.

9. EVALUATION OF QUOTATIONS

The Employer shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated bid.

10. TECHNICAL COMPLIANCE

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

11. PRICES AND CURRENCY OF PAYMENT

Prices shall be fixed in Namibian Dollars. Bid prices 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.

12. MARGIN OF PREFERENCE



Margin of preference shall not apply.

13. AWARD OF CONTRACT

The Bidder having submitted the lowest evaluated responsive bid 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 6 [General Conditions of Contract].

14. PERFORMANCE SECURITY

Performance Security is not required.

15. NOTIFICATION OF AWARD AND DEBRIEFING

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



SECTION 2 – QUOTATION LETTER

Bidders are to complete this form with all the requested details and submit it with the Price list and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the Restricted Bid prevail over any attachments. Unauthorised bids will be rejected.

Bid addressed to:	Municipality of Walvis Bay
Procurement Reference Number:	W/RQF/MWB-08/2025
Subject matter of Procurement:	Remove and Replacement of Fire Shed Doors at Walvis Bay Fire Station

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above. We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1 [Instructions to Bidders].

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

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

We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws, Remuneration Order and Award where applicable and that we shall abide to clause 52 of the General Conditions of Contract, if we are awarded the contract or part thereof.

The validity period of our bid is 30 days from the bid submission deadline.

We confirm that the prices quoted in the Bill of Quantities 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 bid validity. Works will commence within 7 days from the date of acceptance of appointment and will be completed within 14 days.

Quotation Authorised by:

Name of Bidder (Company Name): _____

Contact Person: _____

Company’s Address: _____

Company’s Telephone and Email: _____

Name of Person Authorising the Quotation: _____

Signature of Authorised Person

____ / ____ / 2024
Date



BID SECURING DECLARATION

Section 45 of and Regulations 37(1)(b) and 37(5) of the Public Procurement Act, 2015

**TO: THE CHIEF EXECUTIVE OFFICER
MUNICIPALITY OF WALVIS BAY
PRIVATE BAG 5017
WALVIS BAY**

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

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

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

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

Name:

[insert complete name of authorised signatory]

In the capacity of:

[indicate legal capacity of person authorised to sign the Bid Securing Declaration]

Signed:

[insert signature of person whose name and capacity are shown] insert complete name of Bidder]

**Duly authorised to sign the
Bid for and on behalf of:**

[insert complete name of Bidder]

Dated on this _____ day of _____ 2024

BIDS WILL BE CONSIDERED NON-RESPONSIVE AND IMMEDIATELY DISQUALIFIED IF THIS BID SECURING DECLARATION IS NOT COMPELETED AND SIGNED. SUBSTITUTION OF THIS BID SECURING DECLARATION WILL NOT BE ACCEPTED.

**WRITTEN UNDERTAKING**

Section 138 of the Labour Act, 2007 and Section 50(2)(d) of the Public Procurement Act, 2015



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

1. EMPLOYERS DETAILS

Company Trade Name:	
Registration Number:	
VAT Number:	
Industry/Sector:	
Place of Business:	
Physical Address:	
Telephone No.:	
Fax No.:	
Email Address:	
Postal Address:	
Full Name of Owner/ Accounting Officer:	
Email Address:	

2. PROCUREMENT DETAILS**Procurement Reference No.:** W/RQF/MWB-08/2025**Procurement Description:** Remove and Replacement of Fire Shed Doors at Walvis Bay Fire Station**Anticipated Contract Duration:** 3 months**Location Where the Work Will Be Done:** Walvis Bay Fire Station**3. UNDERTAKING**

I, _____, [name of owner/representative]

of _____ [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 is not limited to, the cancellation of the contract/license/grant/permit or concession.

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 is not limited to, the cancellation of the contract/license/grant/permit or concession.

Signature: _____

Date: _____

Official Company 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.*

BIDS WILL BE CONSIDERED NON-RESPONSIVE AND IMMEDIATELY DISQUALIFIED IF THIS WRITTEN UNDERTAKING IS NOT COMPLETED AND SIGNED. SUBSTITUTION OF THIS WRITTEN UNDERTAKING WILL NOT BE ACCEPTED.



SECTION 3 – EMPLOYER’S REQUIREMENTS

1. SCOPE OF WORKS

The scope of work involves the removal of Five (5) old doors as well as the supply and installation of new Five (5) approved Aluminium roller shutter doors at the Mautamanene Fire Station in the Walvis Bay.

2. MATERIAL/PRODUCT SPECIFICATIONS

- Aluminium 75mm roller shutter, made from 75mm x 2mm aluminium extruded slat, with unique nylon end locks, with built-in counterbalance mechanism, aluminium or galvanized 75/100/150 x 35 mm U channel sidetracks, galvanized head plates and canopy. With Aluminium T-Bar and Weather Seal.
- Polycarbonate Inserts with gaskets
- Maximum Size: 8000 x 6600 mm (width x height) (As per technical specification)
- Operation: Push-Pull/Chain Wheel/Crank & Gearbox/Electrical (As per technical specification)
- Natural Anodizing 25 Microns

Bidders must attach a product brochure of their proposed product to their bid.

3. ELECTRICAL WORKS

The Contactor shall appoint a registered Electrical Sub-contractor to design, supply and install 400 Volt, 3 phase power points to accommodate a total of 10 electrical motorized door openers as specified. The capacity of the supply must be verified with Erongo RED prior to commencement of any electrical work.

The tendered sum for electrical works shall include the following:

- (a) Supply and install 3-phase main breaker to supply motor load as determined on site.
- (b) Remove pavers and dig trench
- (c) Supply and lay three phase cable from main distribution board to fire shed building.
- (d) Fill trench and replace pavers to the satisfaction of the project supervisor.
- (e) Supply and mount a 10-way PVC termination box with bus bars at fire shed building as determined.
- (f) Neatly mounted PVC trucking on plastered wall services to house cable as per designed reticulation.
- (g) Supply and install cable feeding isolators.
- (h) Supply and install three phase isolator switches with socket close to the control unit or as instructed.
- (i) Supply and couple CEE three phase plugs or similar unto control unit.
- (j) All measurement to be taken onsite to determine reticulation outlay.
- (k) Allow for commissioning and testing to the satisfaction of Municipal Electrician.

All electrical work must comply with SANS 10142.

**4. ARRANGEMENTS WITH AFFECTED STAFF**

The Contractor shall inform the Project Manager of their work program to ensure that prior arrangements are made with Fire Department.

5. NON-PERFORMANCE

In the event where the Contractor neglects to supply material and do the installation as required in terms of the Contract within a reasonable time or predetermined date, the Municipality shall have the right to purchase the material from a supplier and any losses to the Municipality because of this action will be recovered from the Contractor. This may include deduction from any payments due or any other action the Project Manager deems fit.

In the event of continuous neglect, the Municipality shall have the right to cancel the Contract after having given notice to this effect for a period of 14 calendar days. The Contractor will not have any claim because of the cancellation effected in this manner.

6. EMERGENCIES

In the event of any emergency the Municipality retains the right to take whichever steps are necessary to alleviate the situation. This may include the involvement of other suppliers or Contractors and the Contractor will not have any claim because of the actions taken by Municipality in such a case of emergency.

7. SAFETY ON SITE

The Contractor is obliged to ensure that all workers wear the appropriate Personal Protective Equipment (PPE).

8. SITE SUPERVISION

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

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

9. DISPOSAL OF SPOIL OR SURPLUS MATERIAL

All costs related to the disposal of unwanted rubble and waste shall be deemed to be included in the rates tendered under the specific item(s) in the Bill of Quantities and no additional claims in this regard will be considered.

All surplus material shall be removed from the Fire Department premises after completion of the work and dumped at a location approved by the Project Manager. If the Contractor neglects to do the required cleaning, the Project Manager shall have the right to remove the surplus material on behalf of the Contractor and recover the cost from any monies due to the Contractor.



A penalty of **N\$ 500.00 per day (excl. VAT)** will be implemented if waste is left around the Fire Department or any other unapproved area where the Contractor may have dumped the waste.

10. FACILITIES PROVIDED BY THE MUNICIPALITY

The Municipality will not make any facilities available to the Contractor for the execution of this contract.

11. QUANTITIES AND PAYMENT

The quantities provided in the Bill of Quantities may be adjusted prior to the appointment of a successful bidder if the lowest bid price is more than the funds budgeted for the project.

Payments shall strictly be for work completed and quantities shall be agreed upon by the Contractor and Project Manager. Payments for material on site to a maximum of 80% of the invoice amount will be applicable for the fire doors upon the Contractor providing a valid tax invoice and proof of payment(s) made.

12. COPYRIGHT

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



SECTION 4 – BILL OF QUANTITIES

1. SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT (N\$) EXCL. 15% VAT
1	PRELIMINARIES AND GENERAL	
2	REMOVAL OF EXISTING (5) FIRE DOORS	
3	INSTALLATION OF NEW (5) FIRE DOORS	
4	ELECTRICAL INSTALLATIONS	
5	CLEANING AND FINISHING	5,000.00
SUB-TOTAL (EXCL. 15% VAT)		
5% CONTINGENCIES		
15% VAT		
TOTAL BID PRICE INCLUDING 15% VAT		

Bill of Quantities Authorised By:

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

BIDS WILL BE CONSIDERED NON-RESPONSIVE AND IMMEDIATELY DISQUALIFIED IF THIS BILL OF QUANTITY IS NOT COMPLETED AND SIGNED. SUBSTITUTION OF THIS BILL OF QUANTITY WILL NOT BE ACCEPTED.



MUNICIPALITY OF WALVIS BAY
REMOVE AND REPLACEMENT OF FIVE (5) FIRE SHED
DOORS AT WALVIS BAY FIRE STATION

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2. BILL OF QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (N\$)	AMOUNT (N\$) EXCL. 15% VAT
1	<u>PRELIMINARIES AND GENERAL</u>				
1.1	Site establishment and fixed obligations	L Sum	1		
	NOTE: The total for Section 1 shall not exceed 10% of the total bid amount (excl. VAT).				
SECTION 1: TOTAL CARRIED TO SUMMARY					
2	<u>REMOVAL OF EXISTING FIRE DOORS</u>				
2.1	Carefully remove existing sectional overhead fire doors and neatly set aside on premises as instructed.	No	5		
SECTION 2: TOTAL CARRIED TO SUMMARY					
3	<u>INSTALLATION OF NEW FIRE DOORS</u>				
3.1	Manufacture supply and install new anodized aluminium roller shutter doors made from 75x2 mm aluminium extruded slats, complete with built-in counterbalance mechanism and galvanized 75/100/150 x 35 mm U channel sidetracks, galvanized head plates and canopy and with Aluminium T-Bar and Weather Seal. Allow in each door a section of 15 slats with punched openings fitted with Polycarbonate Inserts with gaskets to create a view panel. Final height will be determined on site. (Door Size ±4m wide x ±4m high) <u>All measurements to be verified on site prior to bid submission.</u>	No	5		
3.2	Supply and install motorized shaft for direct drive.	No	5		
3.3	Door automation: Allow for Gearbox/Electrical operation of doors, complete with all accessories as specified. <ul style="list-style-type: none"> • Dynamic 402-220/12 CR 380volt 3 Ph 60% Duty cycle. • Direct drive • Door shaft 30x8 mm key • Duty cycle 60% < 20 operations per hour • Emergency Hand crank/ Chain • Infra-red I-beams. • Receiver and Controller. 	No	5		
3.4	Install push/pull chain	No			Rate only
3.5	Provide crating, for protection of roller shutters	Sum	1		
3.6	Freight transport	kg	5,000		
SECTION 3: TOTAL CARRIED TO SUMMARY					



MUNICIPALITY OF WALVIS BAY
REMOVE AND REPLACEMENT OF FIVE (5) FIRE SHED
DOORS AT WALVIS BAY FIRE STATION

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ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (N\$)	AMOUNT (N\$) EXCL. 15% VAT
4	<u>ELECTRICAL INSTALLATIONS</u>				
4.1	Install 3-phase power supply and related reticulation, as per scope described under Section 3	Sum	1		
SECTION 4: TOTAL CARRIED TO SUMMARY					
5	<u>CLEANING AND FINISHING</u>				
5.1	Remove all waste and debris from site and dispose to Municipal dumpsite	L Sum	1	5,000.00	5,000.00
SECTION 4: TOTAL CARRIED TO SUMMARY					



SECTION 5 – SPECIFICATIONS AND COMPLIANCE SHEET

Bidders must complete columns C and D with the specification of the goods offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorize the specification offered in the signature block below.

Item No.	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/Deviation (if applicable)
A*	B*	C	D
1	Replacement of 5 existing sectional overhead doors with aluminium roller shutter doors by specialist installer.		
2	Design, supply and install 400 Volt, three phase power points to each door by registered electrical contractor.		

Specifications and Compliance Sheet Authorised By:

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



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A. General

1. Definitions

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



- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager 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) Letter of Acceptance,
 - (c) Contractor's Bid,



-
- (d) Special Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Activity Schedule, and
 - (i) any other document **listed in the SCC** as forming part of the Contract.
- 3. Language and Law** 3.1 The language of the Contract and the law governing the Contract are **stated in the SCC.**
- 4. Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation** 5.1 **Otherwise specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered to the address **stated in the SCC**
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.



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- 9. Personnel and Equipment**
- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.



12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.



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- 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 seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC or as thereafter reviewed and agreed by the parties**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.



22. Instructions

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

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

23. Appointment of the Adjudicator

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

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

24. Procedure for Disputes

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

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

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



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

B. Time Control

25. Program

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

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

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

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

26. Extension of the Intended Completion Date

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

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to



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

27. Acceleration

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

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

28. Delays Ordered by the Project Manager

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

29. Management Meetings

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

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

30. Early Warning

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

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



C. Quality Control

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

D. Cost Control

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.
- Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.
- 36. Changes in the Contract Price** 36.1 In the case of an admeasurement contract:



- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager 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. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**39. Payment
Certificates**

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

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

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

39.4 The value of work executed shall comprise:

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

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

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

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

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



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

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

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



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

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date



shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

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

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

42. Tax

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

43. Currencies

43.1 The currency of payment shall be Namibian Dollars.

**44. Price
Adjustment**

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

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

where:

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



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

I_{mc} is the index prevailing at the end of the month being invoiced and I_{lc} 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

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



Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

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

49. Securities

- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.
- 49.2 (a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:
- (i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and



- (ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.
- (b) For contracts above N\$ 5 M, the preference security shall be in the form of an “on demand” bank guarantee for an amount in a convertible currency equivalent to the difference between its bid price and the bid price of the lowest bid if the Margin of Preference was not applicable. It shall be issued by a commercial bank located in the Republic of [Insert name of country].
- (c) For contracts up to N\$ 5 M, an amount equal to the value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.
- (d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer’s Representative as per GCC 53.
- (e) The cost of providing the security shall be borne by the Contractor.

49.3 Where a Preference Security is applicable:

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

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

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

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

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



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- 50. Dayworks**
- 50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 51. Cost of Repairs**
- 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- 52. Labour Clause**
- 52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
 - (ii) by arbitration awards; or
 - (iii) by submitting a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favorable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.
- 52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:
- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
 - (b) stating whether any remuneration payable in respect of work done is due;



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

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

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

E. Finishing the Contract

- 53. Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.



57. Termination

- 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
 - (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.
- 57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.



**58. Fraud and
Corruption**

- 58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].
- 58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.
- 58.3 For the purposes of this Sub-Clause:
- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more 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.



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- 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 7 – SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

CLAUSE	CONTRACT DATA
Employer GCC 1.1(r)	The Employer is Municipality of Walvis Bay.
Project Manager GCC 1.1(y)	<u>Project Manager</u> Johan Landers Tel: 064 201 3351 Cellphone: 081 129 8876 Email: jlanders@walvisbaycc.org.na <u>Assistant Project Manager</u> Raymond Damaseb Tel: 064 275 008 Cellphone: 081 129 8829 Email: rdamaseb@walvisbaycc.org.na
Site GCC 1.1(aa)	The Site is located at the Mautamanene Fire Station, Sam Nujoma Avenue, Walvis Bay.
Start Date GCC 1.1(dd)	Within 7 calendar days after acceptance of appointment.
The Works GCC 1.1(hh)	The works consist of the replacement of 5 fire shed doors with new aluminium roller shutter doors, complete with electrical supply for electrical motor operation of doors
Language and Law GCC 3.1	The language of the contract is English. The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may delegate his duties.
Notices GCC 6	Any notice shall be sent to the following addresses. For the Employer, the address shall be:



MUNICIPALITY OF WALVIS BAY
REMOVE AND REPLACEMENT OF FIVE (5) FIRE SHED
DOORS AT WALVIS BAY FIRE STATION

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CLAUSE	CONTRACT DATA
	<p>The Chief Executive Officer Municipality of Walvis Bay Private Bag 5017 Walvis Bay</p> <p>For the Contractor, the address shall be as given on the first page of the Letter of Appointment and the contact name shall be:</p> <p>_____</p>
<p>Intended Completion Date GCC 16.1</p>	<p>The Intended Completion Date for the whole of the Works shall be within a period of 3 months.</p>
<p>Possession of the Site GCC 20.1</p>	<p>The Site Possession Date shall be immediately upon acceptance of appointment.</p>
<p>Procedure for Disputes GCC 24</p>	<p>No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.</p>
<p>Defects Liability Period GCC 33.1</p>	<p>The Defects Liability Period is 6 months.</p>
<p>Payment Certificates GCC 39.7</p>	<p>Payment shall be made as per progress of works with payment for materials on site set at 80% of the actual cost of material.</p>
<p>Payments GCC 40</p>	<p>The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by the payment certificate.</p>
<p>Adverse weather Conditions GCC 41.1 (I)</p>	<p>Adverse weather conditions can be described as those conditions brought about by changes in weather which, in the opinion of the Project Manager, may bring to a halt the progress of the works on site.</p>
<p>Price Adjustment GCC 44</p>	<p>The Contract is not subject to price adjustment.</p>
<p>Retention GCC 45</p>	<p>10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.</p>
<p>Liquidated Damages GCC 46.1</p>	<p>The liquidated damages for the whole of the Works are N\$ 500.00 per day. The maximum amount of liquidated damages for the whole of the Works is N\$ 15,000.00.</p>



MUNICIPALITY OF WALVIS BAY
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CLAUSE	CONTRACT DATA
Advance Payment GCC 48.1	No advance payment shall be made.
Performance Security GCC 49.1	No Performance Security is required.
Operating and Maintenance Manuals GCC 56.1	Operating and Maintenance Manuals must be submitted to the Project Manager.



CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the _____ day of _____, 2024

BETWEEN

(1) **Municipality of Walvis Bay**, having its principal place of business at **Civic Centre, Nangolo Mbumba, Walvis Bay, Namibia** (hereinafter called “the Purchaser”),

and

(2) _____, a company incorporated under the laws of _____ and having its principal place of business at _____

(hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., **REMOVE AND REPLACEMENT OF FIVE (5) FIRE SHED DOORS AT WALVIS BAY FIRE STATION** and has accepted a Bid by the Supplier for the supply of those Goods in the sum of N\$ _____ 15% Vat (Excluded) *Words*

(Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)



MUNICIPALITY OF WALVIS BAY
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- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g)

_____ (Add any other document if applicable).

- 3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.

For and on behalf of the Purchaser

Signed: _____

in the capacity of _____

in the presence of _____

For and on behalf of the Supplier

Signed: _____

in the capacity of _____

in the presence of _____



(Important: This sheet must be completed and be attached on the outside of the sealed envelope)

**THE PROCUREMENT MANAGEMENT UNIT
MUNICIPALITY OF WALVIS BAY
PRIVATE BAG 5017
WALVIS BAY**

BID NO: W/RFQ/MWB-08/2025

**REMOVE AND REPLACEMENT OF FIVE (5) FIRE SHED DOORS AT
WALVIS BAY FIRE STATION**

DATE ISSUED: FRIDAY, 25 OCTOBER 2024

CLOSING DATE: FRIDAY, 15 NOVEMBER 2024

BIDDER: