



MUNICIPALITY OF WALVIS BAY

FOR THE PROCUREMENT OF

**PROJECT: CONSTRUCTION OF THE WALVIS BAY INDEPENDENCE
BEACH PROMENADE AT WALVIS BAY IN THE ERONGO REGION**

PROCUREMENT REFERENCE NO.:

W/ONB/MWB-117/2025

COST: NAD 300.00 INCLUDING 15% VAT NON-REFUNDABLE

VOLUME 3: MAIN BID DOCUMENT (REVISION 1)

BIDDER'S DETAILS

Bidder's Name:	_____	Bidder's	_____
Tel.:	_____	Representative:	_____
Postal Address:	_____	Mobile:	_____
Bid Amount: N\$	_____	E-Mail:	_____

Administrative Enquiries: Ms. Elsa Kaanjosa
(064) 201 3324
procurement@walvisbaycc.org.na

Technical Enquiries: Mr. Theo Potgieter
(064) 201 3209
tpotgieter@walvisbaycc.org.na

ISSUED ON: 04 APRIL 2025

PRE-BID MEETING: 29 APRIL 2025 @10H00 (Dolphin Room)

CLOSING DATE: 11H00 ON 22 MAY 2025

CONSULTANTS

ARCHITECT / PROJECT MANAGER

Karen Miller Architects
P.O Box 1753
Swakopmund
Telephone: 064 407 121

CIVIL AND STRUCTURAL ENGINEERS

Zutari
P.O Box 5353
Windhoek
Telephone: 061 237 704

ELECTRICAL ENGINEERS

Zutari
P.O Box 5353
Windhoek
Telephone: 061 237 704

QUANTITY SURVEYORS

Jordaan & Associates QS
P.O Box 8497
Windhoek
Telephone: 061 223 947

MECHANICAL ENGINEERS

Zutari
P.O Box 5353
Windhoek
Telephone: 061 237 704

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 initialling 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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PART A: DOCUMENT CHECKLIST



PART A: DOCUMENT & EVALUATION CHECKLIST

The bidders are referred to Section IV that clearly sets out all mandatory requirements and technical scoring requirements.

MANDATORY EVALUATION GRID – REFER TO SECTION IV

TECHNICAL EVALUATION – REFER TO SECTION IV



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PART B: SCHEDULE OF DOCUMENTS



SCHEDULE OF DOCUMENTS

VOLUME 1 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) for the Republic of Namibia established under the section 6 of the Public Procurement Act 2015 shall apply to this Contract.

This copy has been included in this Document as Part 3, Section VI for easy of convenience and may also be obtained from the Ministry of Finance website www.mof.gov.na/procurement-policy-unit

VOLUME 2 STANDARD PROJECT SPECIFICATION

The Standardized Specification for Model Preambles for Trades, First Edition 2008, prepared by The Association of South African Quantity Surveyors shall apply to this Contract.

The Contractor shall obtain his own copy of this document

VOLUME 3 THIS DOCUMENT (DOCUMENT FOR PROCUREMENT OF WORKS)

<u>SECTION</u>	<u>DESCRIPTION</u>	
Part A	Document Checklist	
Part B	Schedule of Documents	
Part 1	Bidding Procedures	
Section I	Instruction to Bidders (ITB)	
Section II	Bid Data Sheets (BDS)	
Section III	Bidding Forms	
Section IV	Evaluation and Qualification Criteria	
Part 2	Employer's Requirements	
Section V-1	Project Specifications	
Section V-2A	Main Bills of Quantities	Annexure A
Section V-2B	Builder's Works Drawings	Annexure B
Part 3	Conditions of Contract and Contractual Forms	
Section VI	General Conditions of Contract	
Section VII	Special Conditions of Contract	
Section VIII	Contract Forms	

Note 1:

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

Note 2:

It is the Bidders responsibility to check the completeness of the issued Bid Documents.



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PART 1: BIDDING PROCEDURES

SECTION I: INSTRUCTION TO BIDDERS (ITB)



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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 The Public Entity as defined in Section II “Bidding Data Sheet” (**BDS**) also referred to herein as Employer invites bids for the construction of Works, as **described in the BDS and Section VII, “Special Conditions of Contract” (SCC).**

The name and identification number of the Contract are **provided in the BDS and the SCC.**
 - 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period **specified in the BDS.**
 - 1.3 Throughout these bidding documents, the terms:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “day” means calendar day unless otherwise stated; and
- 2. Source of Fund**
 - 2.1 The Works shall be financed by the Public Entity’s own budgetary allocation, **unless otherwise stated in the BDS.**
- 3. Public Entities Related to Bidding Documents & to application for review**
 - 3.1 The public entities related to these bidding documents are the Public Entity, acting as procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)

**The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**
- 4. Fraud and Corruption**
 - 4.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard

of ethics during the procurement process and execution of contracts.

- 4.2 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

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 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.

- 4.3. Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : www.mof.gov.na/procurement-policy-unit

5. Eligible Bidders

- 5.1 A Bidder may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. All partners shall be jointly and severally liable



for the execution of the Contract in accordance with the Contract terms.

5.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

5.3 (a) A bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified

(b) Bids from contractors appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

5.4 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate



under commercial law, and that they are not a dependent agency of the Government.

6. Qualifications of Bidders

- 6.1 All bidders shall provide in Section IV, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
 - (b) total monetary value of construction works performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years or as otherwise **stated in the BDS**; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site personnel and technical personnel proposed for the contract;
 - (f) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to seek references from the Bidder's bankers; and
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards;
 - (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:



- (a) a minimum average annual financial amount of construction work over the period **specified in the BDS**.
- (b) experience as prime contractor in the construction of a minimum number of works of a nature and complexity equivalent to the Works over a period as **specified in the BDS** (To comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS**; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

B. Contents of Bidding Document

7. Sections of Bidding Document

7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.

Section	Description
Part A	Document Checklist
Part B	Schedule of Documents
<u>Part 1</u>	<u>Bidding Procedures</u>
Section I	Instruction to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Evaluation Criteria
<u>Part 2</u>	<u>Employer's Requirements</u>
Section V.1	Project Specifications
Section V.2A	Bills of Quantities
Section V.2B	Bid Drawings
<u>Part 3</u>	<u>Conditions of Contract and Contract Forms</u>
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Contractual Forms

7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

8. Clarification of Bidding Document

8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.

The Employer will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline for submission of bids.

Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.

9. Site visit/Pre-bid meeting

9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.



- 9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

**10. Amendment
of Bidding
Document**

- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.



c. Preparation of Bids

11. Cost of Bidding

11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.

12. Language of Bid

12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.

13. Documents Comprising the Bid

13.1 The Bid shall comprise the following:

- (a) Bid submission Form (in the format indicated in Section IV);
- (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;
- (c) completed Bill of Quantities / Activity Schedule;
- (d) the following documentary evidence is required
 1. have a certified copy of a valid company Registration Certificate;
 2. have an original or certified copy of a valid good Standing Tax Certificate;
 3. have an original or certified copy of a valid good Standing Social Security Certificate;
 4. 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;
 5. have a certificate indicating SME Status (for Bids reserved for SMEs);
 6. 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;
 7. Have a valid certified copy of a Good Standing from BIPA and;
- (e) ([additional eligibility criteria **specified in the BDS**])



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- | | |
|--|--|
| 14. Bid Submission Form and Schedules | 14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided. |
| 15. Alternative Proposal | 15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section III. |
| 16. Bid Prices and Discounts | <p>16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the Bill of Quantities submitted by the Bidder.</p> <p>16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.</p> <p>16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.</p> <p>16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.</p> <p style="padding-left: 40px;">The discount if any and the conditions of its application shall be indicated separately.</p> |
| 17. Currencies of Bid and Payment | <p>17.1 The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract unless otherwise specified in the BDS.</p> <p>17.2 Unless otherwise specified in BDS interim payment for Plant and Material on site is applicable as per GCC 39.7.</p> |
| 18. Documents Comprising the Technical Proposal | 18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section IV), in sufficient details to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. |
| 19. Period of Validity of Bids | 19.1 Bids shall remain valid for a period specified in the BDS. The Bid Validity period should not exceed 180 days. |
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19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

**20. Bid
Security/Bid
Securing
Declaration**

20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so **required in the BDS**.

20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section IV and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.

20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.

20.4 Bid Security shall be forfeited or the Bid Securing declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section III or the Bid Securing Declaration contained as Appendix to the Bid Submission Form.

**21. Format and
Signing of Bid**

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit the number of copies **as specified in the BDS**, clearly mark with the label "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.



D. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as indicated in ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

23. Deadline for Submission of Bids

23.1 Bids shall be delivered to the Employer at the address and no later than the time and date **specified in the BDS**.

The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 10.

24. Late Bids

24.1 Late bids shall not be considered. They will be returned unopened

25. Withdrawal, Substitution, and Modification of Bids

25.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid submission Form or any extension thereof.

26. Bid Opening

26.1 The Employer shall open the bids at the time place and address **specified in the BDS** in the presence of Bidders' designated representatives who choose to attend.

26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence



of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.

E. Evaluation and Comparison of Bids

- 27. Confidentiality** 27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 29. Determination of Responsiveness** 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section V (Employer's Requirements) have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and Omissions** 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.



**31. Correction of
Arithmetical
Errors**

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**32. Margin of
Preference**

32.1 **Unless otherwise specified in the BDS**, Margin of preference shall not apply.

**33. Evaluation of
Bids**

33.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.

33.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; and
- (b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section III, and Margin of Preference, if applicable.

33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Bid Submission Form, is specified in Section III (Evaluation and Qualification Criteria).



33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.

34. Comparison of Bids

34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.

35. Qualification of the Bidder

35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.

36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.



F. Award of Contract

- 37. Award Criteria** 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 38. Notification of Award** 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by a Notification of award for award of contract. The Notification of award shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of notification of award, the Purchaser shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:
- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
 - (ii) an executive summary of the Bid Evaluation Report.
- 38.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 39. Signing of Contract** 39.1 Promptly upon issue of notification of award, the Employer shall send to the successful Bidder the Contract Agreement.
- 39.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 40. Performance Security** 40.1 Within thirty (30) days of the receipt of the notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the



Performance Security Form included in Section VIII (Contract Forms).

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

**41. Advance
Payment and
Security**

41.1 The Public Entity shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, **as stated in the BDS**. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.

**42. Plant and
Materials on
site**

42.1 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.

43. Debriefing

43.1 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award.



**PROCUREMENT REFERENCE NO:
W/ONB/MWB-117/2025**

FOR THE PROCUREMENT OF

**PROJECT: CONSTRUCTION OF THE WALVIS BAY
INDEPENDENCE BEACH PROMENADE AT WALVIS BAY
IN THE ERONGO REGION**

PART 1: BIDDING PROCEDURES

SECTION II: BID DATA SHEETS (BDS)



SECTION II – BID DATA SHEETS (BDS)

The following specific data for the works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. GENERAL	
ITB 1.1	The Employer is: Municipality of Walvis Bay
ITB 1.1	The name of the bidding process is: Open National Bidding (Works) The identification number of the bidding process is: W/ONB/MWB-117/2025 The number and identification of lots comprising this bidding process is: N/A
ITB 1.1	The name of the Project is CONSTRUCTION OF THE WALVIS BAY INDEPENDENCE BEACH PROMENADE AT WALVIS BAY IN THE ERONGO REGION
ITB 1.2	The Intended Completion period is 3 (Three) Calendar months after possession of site, excluding the annual builder's holidays during December and January, but including all other statutory holidays
ITB 2.1	The Funding Agency is: The Municipality of Walvis Bay
ITB 5.3	A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr
ITB 6.2	Add the following additional compulsory documents: Refer to Part A: Document Checklist and Part 1: Section IV Evaluation and Qualification Criteria -
ITB 6.3	In order for Bidder to be considered for award of the Contract, Bidders shall meet the following minimum performance requirements:

ITB 6.3 (b)	The Contractor must have a minimum average annual financial amount of construction of N\$10,000,000.00 over the last 3 years in civil works contracts.
ITB 6.3 (c)	The number of works is: 2 (two) – Bidder should attach certified copies of the Completion Certificates. The period is: 3 years
ITB 6.3 (d)	The essential equipment to be made available for the Contract by the successful Bidder shall be: (Refer to Section IV: Evaluation and Qualification criteria).
ITB 6.3 (e)	The Bidders shall appropriately fill in, the personal particulars and details of experience of the Key Personnel offered in Personnel forms Form Per - 1 and Form Per - 2 for each person. Refer to Section IV: Evaluation and Qualification criteria for detailed requirements: <ul style="list-style-type: none"> • Contract Representative • Contractor's General Foreman • Contractor's Surveyor • Occupational Safety, Health and Environmental Officer Bidders are to complete the Schedule of Personnel offered in Form Per - 1 and under no circumstances shall a company profile or personal CV in Bidder's own format substitute the completion of this form but such documents shall be submitted in addition.
ITB 6.3 (e)	Refer to Section IV: Evaluation and Qualification criteria
B. BIDDING DOCUMENTS	
ITB 8.1	For <u>clarification purposes</u> only, the Employer's address is: Municipality of Walvis Bay Procurement Management Unit Venue: Head of Procurement Management Unit, Civic Centre, Walvis Bay, Namibia Telephone: 064 – 201 3357 Facsimile number: 061 -201 3216 Email: procurement@walvisbaycc.org.na Requests for clarification should be received by the Employer no later than 14 days prior to the deadline to submission (29 April 2025)
ITB 9.2	A Pre-Bid meeting shall take place in the Dolphin Conference Room on 25 April 2025 at 10h00.



	The Contractor is advised to acquaint himself or herself with the site when pricing these Bills of Quantities as no claims or extras arising from not doing so will be entertained.
C. PREPARATION OF BIDS	
ITB 13.1 (d)	All mandatory documents listed under ITB 13.1 must be submitted.
ITB 13.1 (e)	The Bidder shall submit with its Bid the following additional compulsory documents: Refer to Section IV: Evaluation and Qualification criteria
ITB 14.1	The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 (b) and ITB 13.1 (d), shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
ITB 15.1	Alternative proposals shall not be permitted.
ITB 16.1	Discounts shall not be permitted.
ITB 16.4	<i>All rates and amounts submitted by the Contractor in his priced Bills of Quantities must be net and exclusive of Value Added Tax (VAT). Import Duty and all other relevant duties and taxes, where applicable, should be included.</i> Provision is made in the Summary of the Bills of Quantities for the inclusion of Value Added Tax (VAT).
ITB 17.1	The prices quoted by the Bidder “shall not be” subject to adjustment during the performance of the Contract.
ITB 17.2	Interim Payment for Plant and Material on site “is” applicable. The applicable payment shall be limited to 80% of supplier’s cost. Payment of materials shall be limited to material claim substantiated by a tax invoice and a valid proof of payment for the materials. In the event that the materials are bought on an account with a supplier, the Project Manager may certify payment of such materials, provided sufficient proof of timeous repayments of the concerned supplier is also submitted.
ITB 19.1	The Bid validity period shall be: 180 (one hundred and eighty) Calendar Days
ITB 20.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.



ITB 20.2	In addition, the Bid Securing Declaration shall be on the Bidder's stationery with its own letterhead clearly showing the Bidder's complete name and address,
ITB 21.1	In addition to the original of the Bid, the number of copies is: 1 (One) .
ITB 21.2	<p>a) This authorization shall consist of written confirmation and shall be attached to the Bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> <p>c) In the case of works to be executed by Specialist Sub-Contractor's under this Contract, the Main Bidder's authorized representative as specified in the Main Bid Document (Data Form 18) shall initial and sign such Specialist Bid Documents. The Specialist Sub-Contractor may also initial their respective Bids in addition to the Main bidder but under no circumstances will the Specialist Installer's signature replace the Main Bidder's signature.</p> <p>d) Any amendment such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.</p> <p>e) In addition, the Main Bidder shall Initial all pages of the Bid Documents including pages of all Sub-Contract bid documents and all attachments, failure of which will result in disqualification of the Bid in its entirety.</p>
D. SUBMISSION AND OPENING OF BIDS	
ITB 22.1	Bidders shall not have the option of submitting their bids electronically.
ITB 22.1 (b)	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: N/A .



ITB 22.2 & 23.1	<p>For <u>Bid submission purposes</u> only, the Employer's address is:</p> <p>Address: <i>Municipality of Walvis Bay</i> <i>Civic Centre, Nangolo Mbumba Drive</i> <i>Walvis Bay</i></p> <p>Bid Box in the Foyer <i>Walvis Bay</i> <i>Namibia</i> <i>P Bag. 5017</i> <i>Contact number: 064 201 3324</i></p> <p>Markings: "DO NO OPEN UNTIL CLOSING DATE AND TIME"</p> <p>Submission time not later than 22 May 2025 at 11h00 (Namibian Time).</p>
ITB 26.1	<p>The Bid opening shall take place at:</p> <p>Municipality of Walvis Bay Civic Centre, Nangolo Mbumba Drive Walvis Bay Fiscus Conference room Walvis Bay Namibia</p> <p>Date: 22 May 2025 Time: 11:10 (Namibian Time)</p>
ITB 26.1	<p>If electronic Bid submission is permitted in accordance with ITB 22.1, the specific Bid opening procedures shall be: N/A</p>
E. EVALUATION AND COMPARISON OF BIDS	
ITB 32.1	<p>A margin of preference shall not apply.</p>
ITB 38.2	<p>Until a formal contract is prepared and executed, the notification of award shall not constitute a binding Contract.</p>
F. AWARD OF CONTRACT	
ITB 40.1	<p>The Standard Form of Performance Security acceptable to the Public Entity shall be "a Bank Guarantee", issued within 30 Working Days of receipt of Notification of Award. The Bank (Demand) Guarantee shall be 10% (ten percent) of the contract price inclusive of provisional and contingencies sum and VAT.</p> <p>The Bank Guarantee shall be issued by:</p> <p>(a) a commercial banking institution established in Namibia, or (b) a foreign bank through a correspondent bank established in Namibia.</p>



ITB 41.1	Advance Payment is <i>Not Applicable.</i>
ITB 42.1	<p>Interim Payment for Plant and Material on site <i>“is”</i> applicable. The applicable payment shall be limited to <i>80% of manufacturing cost when delivered</i> on site.</p> <p>Payment of materials shall be limited to material claim substantiated by a tax invoice and a valid proof of payment for the materials. In the event that the materials are bought on an account with a supplier, the Project Manager <i>may</i> certify payment of such materials, provided sufficient proof of timeous repayments of the concerned supplier is also submitted.</p>



**PROCUREMENT REFERENCE NO:
W/ONB/MWB-117/2025**

FOR THE PROCUREMENT OF

**PROJECT: CONSTRUCTION OF THE WALVIS BAY
INDEPENDENCE BEACH PROMENADE AT WALVIS BAY
IN THE ERONGO REGION**

PART 1: BIDDING PROCEDURES

SECTION III: BIDDING FORMS



SECTION III - BIDDING FORMS

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Bid Submission Form

The Bidder must prepare the Bid Submission Form on stationery with its own letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing this form and shall be deleted from the final products.

Date: _____

Procurement Reference No: W/ONB/MWB-117/2025

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;
- (b) We offer to execute in conformity with the Bidding Documents the following Works: _____;
- (c) The total price of our Bid inclusive of VAT, after any discounts offered in item (d) below is:

_____;
- (d) The discounts offered and the methodology for their application are:

_____;
- (e) Our Bid shall be valid for a period of _____ working days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) I/We hereby confirm that I/we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. I/We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;¹
- (h) Our firm, including any Sub-Contractors or suppliers for any part of the Contract, have nationalities from eligible countries;

¹ Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause 14.8
Adjustments for Changes in Cost.

Initials _____



- (i) We, including any Sub-Contractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.3;
- (j) We are not participating, as a Bidder or as a Sub-Contractor, in more than one Bid in this bidding process in accordance with ITB 5.3, other than alternative offers submitted in accordance with ITB 14;
- (k) Our firm, its affiliates or subsidiaries, including any Sub-Contractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (l) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.5;²[select appropriate]
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ³

Name of Recipient	Address	Reason	Amount
.....
.....

- (n) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive; and
- (p) If awarded the contract, the person named below shall act as Contractor's Representative:

Name:

In the capacity of:

Signed:

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

Date:

Seal of Company

The Bidder must prepare the Bid Securing Declaration on stationery with its own letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing this form and shall be deleted from the final products.

² Use one of the two options as appropriate.

³ If none has been paid or is to be paid, indicate "none".



Bid Securing Declaration
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))

Date:[Day | month | year]

Procurement Ref No.: W/ONB/MWB-117/2025

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

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

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

(a) a modification or withdrawal of a Bid after the deadline for submission of bids during the period of validity;

(b) refusal by a Bidder to accept a correction of an error appearing on the face of a Bid;

(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful Bidder; or

(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

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

Signed:
[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: _____

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

Corporate Seal (where appropriate)

Initials_____



[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**

.....[Bank’s seal and authorized signature(s)].....



Republic of Namibia

MINISTRY OF JUSTICE AND LABOUR RELATIONS

Written undertaking in terms of section 138 of the Labour Act, 2007 (Act No. 11 of 2007) and section 50(2)(D) of the Public Procurement Act, 2015 (Act No.15 of 2015), as amended

1. EMPLOYERS DETAILS

Company Trade Name: _____

Registration Number: _____

Vat Number: _____

Industry/Sector: _____

Place of Business: _____

Physical Address: _____

Tel No: _____

Fax No: _____

E-mail 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.

Initials _____



Technical Proposal Forms



Personnel Forms

Form PER – 1: 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 (Evaluation and Qualification Criteria). 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



Initials



Form – EQ - 1: Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. **Fields with asterisk (*) shall be used for evaluation.**

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Email
Agreements	Details of rental / lease / manufacture agreements specific to the project	



Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.



Form ELI 1.2

Party to JV Information Sheet

Date: _____

Bid Reference No.: W/ONB/MWB-117/2025

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. <input type="checkbox"/> In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.5.

Initials_____



Form CON – 2

Historical Contract Non-Performance

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: W/ONB/MWB-117/2025

Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria).			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, NAD equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria), as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, NAD equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

Form CCC

Initials_____



Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current NAD equivalent)	Estimated completion date	Average monthly invoicing over last six months (NAD month)
1.				
2.				
3.				
4.				
5.				
etc.				



Financial Situation

Form FIN -1: Historical Financial Performance

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: W/ONB/MWB-117/2025

To be completed by the Bidder and, if JV, by each partner

Financial information in NAD equivalent	Historic information for previous three (3) years (N\$10 000 000.00 per year equivalent in millions)						
	Year 1	Year 2	Year 3			Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

Initials_____



- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)



Form FIN – 2: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria).

Letter of Confirmation from the Bank as proof of credit facilities net other contractual requirements required.

Source of financing	Amount in NAD
1.	
2.	
3.	
4.	
5.	
6.	



Form EXP – 1: Experience

General Experience

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: W/ONB/MWB-117/2025

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Initials_____



Form EXP – 2: Specific Experience (Value)

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: W/ONB/MWB-117/2025

Similar Contract Number: _____ [insert specific number] of _____ [insert total number of contracts required].	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Sub-Contractor
Total contract amount	_____		NAD_____
If partner in a JV or Sub-Contractor, specify participation of total contract amount	_____ %	_____	NAD_____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone/fax number:	_____		
E-mail:	_____		



Form EXP – 3: Specific Experience (Detail)

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: W/ONB/MWB-117/2025

Similar Contract No. ____ [insert specific number] of ____ [insert total number of contracts] required	Information
Description of the similarity in accordance with the scope of works	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

Initials_____



Form EXP – Specific Experience (Detail)

Specific Experience in Key Activities

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: W/ONB/MWB-117/2025

	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Sub- Contractor
Total contract amount	_____		NAD_____
If partner in a JV or Sub-Contractor, specify participation of total contract amount	_____ %	_____	NAD_____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone/fax number:	_____ _____		
E-mail:	_____ _____		

Initials_____



Form EXP – Specific Experience (Detail)
Specific Experience in Key Activities (cont.)

Bidder’s Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: W/ONB/MWB-117/2025

	Information
Description of the key activities in accordance with Sub-Factor 2.4.2(b) of Section III (Evaluation and Qualification Criteria):	



**PROCUREMENT REFERENCE NO:
W/ONB/MWB-117/2025**

FOR THE PROCUREMENT OF

**PROJECT: CONSTRUCTION OF THE WALVIS BAY
INDEPENDENCE BEACH PROMENADE AT WALVIS BAY
IN THE ERONGO REGION**

PART 1: BIDDING PROCEDURES

***SECTION IV: EVALUATION AND QUALIFICATION
CRITERIA***



SECTION IV - EVALUATION AND QUALIFICATION CRITERIA

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1. Evaluation

1.1 Adequacy of Technical Proposal

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

1.2 Multiple Contracts

Pursuant to Sub-Clause 34.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows: **N/A**

1.3 Completion Time

If permitted under ITB 14.2 varying times for completion may be used in Bid comparison as follows: **N/A**

1.4 Technical Alternatives

Technical alternatives, if permitted under ITB 14.4, will be evaluated as follows: **N/A**

1.5 Margin of Preference

No Margin of preference shall apply.

2. Evaluation Process

To ensure that the Employer gets the best value for money, the bid evaluation process will be as follows:

- i) Bidders are checked according to the **Mandatory Evaluation Grid** on a pass or fail basis. Bids which do not comply with a single mandatory requirement will be declared non-responsive and immediately disqualified.
- ii) Compliant bidders progress to the **Technical Evaluation** stage where bids are scored on the technical requirements. Technical Scores (TS) for all responsive Bids will then be determined. Bids which fail to score at least the minimum technical score of seventy (70) points will be immediately disqualified. The Employer reserves the right to do reference checks with the Clients/Managers listed by Bidders to determine the performance of the Bidder under a particular previous Contract.
- iii) Only bidders scoring more than seventy (70) points on the technical evaluation will progress to the Financial Evaluation.
- iv) All remaining Bids will then be checked for arithmetic errors and the necessary corrections made. The corrected bid price will be compared to the Employer's cost estimate. All bids with bid prices 15% lower or higher than the Employer's cost estimate will be immediately rejected. This is done with the aim of ensuring that unrealistically low or high contract amounts are avoided.



- v) Rates shall be compared with market rates to determine if they are realistic and justifiable. If any rate is deemed unrealistic, the bid may be considered non-compliant and be rejected. Bids which are seriously imbalanced, front loaded or unrealistic low or containing an erroneous amount in the opinion of the Employer may also be rejected.
- vi) Thereafter the compliant bidder with the lowest price will be recommended for award.
- vii) If a recommended Bidder fails to sign the Contract Agreement in terms of ITB 39.2 or 40.1, or for whatever reason, the Bidder with the next highest Bid Index will be recommended for award.



2.1 Mandatory Evaluation Grid:

#	Description	Yes	No
1	Certified Copy of the Close Corporation Certificate (issued in terms of Act 26 of 1988) or Founding Statement or any other relevant Company Registration Certificate. These Certificates should clearly indicate the goods/services that the Supplier/Bidder is registered to render.		
2	Certified copy of a valid Certificate of Good Standing for Procurement Purposes, issued by NAMRA .		
3	Certified copy of a valid Good Standing Certificate with the Social Security Commission , issued within 30 days before closing date of submission of bid.		
4	Certified copy of the Good Standing Certificate from BIPA .		
5	Certified copy of a valid Affirmative Action Compliance Certificate (issued in terms of Section 42 of the Affirmative Action (Employment) Act 29 of 1998, as amended); or Letter from the Employment Equity Commission (letter should be on letterhead, stamped and signed by the EEC).		
6	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.		
7	In case of JV Bidders, the following additional documentation should be submitted: a) Certified copies of valid joint venture agreement outlining the managing structure of the JV and power of attorney for the signatory of the joint venture; b) Mandatory documents as listed from 1 to 6 above.		
8	Bidder has submitted the duly filled in, signed, stamped, and dated the Bid Submission Form ;		
9	Offered period of validity of the Bid in the Bid Submission Form is in line with the period stipulated in ITB Sub-clause 19.1.		
10	Resolution or Power of Attorney authorizing the signatory to sign the Bid on behalf of the Bidder		
11	Original copy of the Bid is typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder (ITB sub-clause 21.2);		
12	Bid is written in English language (ITB Clause 12.1);		
13	Bidder has duly completed, signed and submitted a Bid Securing Declaration in accordance with ITB Clause 20.2.		
14	A comprehensive Company Profile shall be submitted by the Bidder including the following information: - Bidder's physical and postal address, - Contact details, - Capital structure/shareholding (provide certified copies of IDs), Organizational strength and experience.		
15	Evidence of adequacy of working capital for this Contract (Access to line (s) of credit and availability of other financial resources). The Bidder shall submit a Letter of Confirmation		



	Intent from the Bank as proof of credit facilities net of other contractual requirements for a minimum amount of N\$ 2.5 million. Form FIN-1 and FIN-2.		
16	Copies of financial statements (balance sheets, including all related notes, and income statements) for three (3) years required complying with Financial Situation Form in Section III		
17	Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards (Page – 53 of 135)		
18	Letter of Intent from a Financial Institution (from commercial banks) to provide performance guarantee in favour of the Employer		
19	Bidders to submit a declaration of no historical contract non-performance within the last five (3) years for companies, individuals and JV shareholders. (Form CON-2)		
20	Pending litigation. Form CON-2. All pending litigation shall in total not represent more than ten percent (10%) of the Bidder's net worth and shall be treated as resolved against the Bidder.		
21	Proof of purchase (receipt) of Bidding Documents		
22	The Contractor must have a minimum average annual financial amount of construction of N\$10,000,000.00 over the last 3 years in civil works contracts. ITB 6.3(a)		
23	Experience as prime contractor in the construction of a minimum of two (2) works of a nature and complexity equivalent to the Works over a period of three (3) years. ITB 6.3(b) & Form EXP		
24	Contract Representative with minimum Five (5) years of experience in construction related projects.		
25	Contractor's General Foreman with minimum Five (5) years of experience in construction related projects.		

2.2 Technical Evaluation Criteria (100 total Points):

Point	Criteria	Maxim Score
Section A: Technical Evaluation		
2.	<p>Experience in the construction industry</p> <p>Previous experience in similar (civil/construction) projects and involving the handling of underground water (dewatering) and successfully completed during the past three (3) years where the bidder was the main contractor or sub-contractor. A maximum of two (2) projects with a contract value of N\$ 7 million or more will be scored. No points will be given for completed projects with a contract value less than N\$ 7 million.</p> <p>Scoring:</p> <ul style="list-style-type: none"> • 10 points for every civil/construction infrastructure project completed in excess of N\$ 7 million. (Maximum points 20) • 5 points for a proof of a Joint Venture or sub-contract agreement with local enterprises specialized in handling underground water or proof of own relevant experience. – (maximum points 5). <p>Bidders must attach copies of valid Completion or Defect Liability Certificates, as well as names and contact details of contactable Client references. Bidders who fail to submit any of the required information will not obtain a score for the specific project. The Employer may contact the references provided when evaluating bids. Bidder to complete details and scoring below with proof attached.</p>	25
3.	<p>Knowledge and capacity of personnel (attach CVs) – From the Schedule of proposed key personnel. A single individual may only be proposed for a maximum of one (1) position under this Contract. The following information is required for evaluation:</p> <ul style="list-style-type: none"> • CVs indicating contact numbers and email addresses of the respective individuals • Certified copies of qualifications and/or training courses attended <p><i>The individuals proposed may be contacted by the Employer during the evaluation of bids. Any changes in personnel before or during construction will only be approved by the Employer if an individual of at least the same competency is proposed as a replacement.</i></p>	



3.1	<p><u>Contract Representative</u></p> <ul style="list-style-type: none">▪ Fulltime on this Project and currently employed by the Bidder (Contractual agreement of appointment to be attached to this Bid);▪ Must have at least Five (5) years of experience in construction related projects and must have a tertiary qualification in construction related fields, minimum NQA level 6;▪ Must have been involved in at least two (2) construction projects as a contractor's representative. <p><u>Scoring</u> Meet all requirements and 10 or more years experience = 10 points Meet all requirements and 5-9 years experience = 5 points Otherwise 0 points</p>	10
3.2	<p><u>Contractor's Site Agent/General Foreman:</u></p> <ul style="list-style-type: none">▪ Fulltime and currently employed by the Bidder (Contractual agreement of appointment to be attached to this Bid);▪ Must have at least Five (5) years of experience in construction related projects.▪ Must be in possession of civil/structural construction related qualifications▪ Must have been involved in at least three (3) construction projects as a foreman. <p><u>Scoring on experience</u> Meet all requirements and 10 or more years experience = 10 points Meet all requirements and 5-9 years experience = 5 points Otherwise 0 points</p>	10
3.3	<p><u>Occupational Safety, Health and Environmental Officer:</u></p> <ul style="list-style-type: none">▪ Must have at least two (2) years of experience in construction projects;▪ Must be in possession of at least a National Certificate in construction safety and/or any safety and risk related qualifications; and▪ Must have been involved in at least three (3) construction projects as a Safety Officer. <p><u>Scoring on experience</u> Meet all requirements = 5 points, otherwise 0 points</p>	3

3.4	<p><u>Contractor's Surveyor:</u></p> <ul style="list-style-type: none"> ▪ Must have at least two (2) years of experience in construction projects; ▪ Must be in possession of at least a National Diploma in Land Surveying or Engineering; and ▪ Must have been involved in at least two (2) construction projects as a Surveyor. <p><u>Scoring on experience</u></p> <p><u>Meet all requirements = 5 points, otherwise 0 points</u></p>	2
4.	<p>Plant/Equipment/Machinery – As provided in the List of relevant equipment.</p> <ul style="list-style-type: none"> • 2 x front end loader (1 point per front end loader) • 2 x grader (1 point per grader) • 2 x water truck (1 point per truck) • 3 x tippers trucks ($\pm 10-15m^3$) (1 point per truck) • 3 x backhoe loader (TLB) (1point per loader) • 3 x 7-ton truck ($20m^3$) (1 point per truck) • 2 x light delivery vehicle (1 point per vehicle) • 1 x 350-liter concrete mixer (1 point) • 1 x self-propelled compactors (1 point per compactor) • 2 x generator (1 point per generator) • 1 x Complete survey equipment (1 point) • Dewatering equipment i.e. pumps & valves (3 points) 	25
5.	<p>Method Statement</p> <p>Submit a method statement explaining your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight expected challenges and define remedy plans. Emphasis will be put on analysing the handling of the shallow water table, renovating existing infrastructure and dealing with public access during construction.</p> <p><u>Scoring on method statement</u></p> <p><i>5 points for comprehensive method statement clearly indicating an understanding of the project scope and complexity.</i></p> <p><i>2 points for a method statement submitted lacking understanding of the project.</i></p> <p><i>0 points for no method statement submitted</i></p>	5
6.	<p>Construction Program</p> <p>Submit a construction program proposing the main activities of the assignment, their content and duration, phasing and</p>	10



	<p>interrelations, milestones (including interim approvals by the Client), and delivery dates of the key milestones.</p> <p>The proposed work plan should be consistent with the site conditions.</p> <p><u>Scoring on method statement</u></p> <p><i>10 points for comprehensive program clearly indicating the critical path and an understanding of the project scope and complexity.</i></p> <p><i>5 points for a program submitted lacking understanding of the project.</i></p> <p><i>0 points for no program submitted</i></p>	
7.	<p>Safety, Health and Environmental (SHE) plan.</p> <p>Provide a detailed plan on how health and safety will be implemented throughout the project. Activities that will be included to minimize the impact on the environment. The plan must be designed in accordance with the legislative requirements covering the roles and responsibilities of the staff, the emergency action plan, and so forth.</p> <ul style="list-style-type: none">• 5 points – for a plan that outlines the safety measures and procedures to be implemented in the work area.• 0 Points if No plan is submitted	5
8.	<p>Quality Control Plan</p> <p>Provide a plan on how quality control will be undertaken to ensure conformity to the required specifications</p> <ul style="list-style-type: none">• 5 Points for submitting quality control plan• 0 Points if No plan is submitted	5

Total points = 100. Failure to score 70% (70 points) shall be deemed non-compliant, therefore disqualified and excluded from further evaluation and comparison.



**PROCUREMENT REF NO.:
W/ONB/MWB-117/2025**

FOR THE PROCUREMENT OF

**PROJECT: CONSTRUCTION OF THE WALVIS BAY
INDEPENDENCE BEACH PROMENADE AT WALVIS BAY
IN THE ERONGO REGION**

PART 2: EMPLOYER'S REQUIREMENTS

SECTION V-1: PROJECT SPECIFICATIONS



PREFACE TO THE PROJECT SPECIFICATIONS

PS 1. SCOPE

These Project Specifications consists of following two parts: Portions 1 and 2.

PS 2. PORTION 1

Portion 1 contains a general description of the project, site, circumstances, site facilities available and required, aspects requiring specific attention, requirements to be met by the Contractor as well as a list of the Standardized and Particular Specifications applicable to this Contract.

PS 3. PORTION 2

Portion 2 shall contain amendments and additions to the Standardized Specifications, if any, applicable to the Contract.

Portion 2 of the Project Specifications supplements the Standardized and Particular Specifications and forms an integral part of the Contract.

Should any requirements of the Project Specifications conflict with the requirements of the Standardized Specifications, the requirements of the Project Specifications shall prevail.

PS 4. STATUS

In the event of a discrepancy between the project specifications “Model Preambles for Trades, First Edition 2008” and a part or parts of the SANS 1200 or equivalent SANS 2001 standardised specifications, the bill of quantities or the drawings, the various documents, lists and schedules comprising the contract documents shall have the following order of precedence (from highest to the lowest order):

- (a) The Notification of award (Letter of Acceptance);
- (b) Bid Submission Form;
- (c) The Bid Document (including the Addenda to the documents);
- (d) the Conditions of Contract;
- (e) the Special Condition of Contract;
- (f) the Specifications;
- (g) the Construction Drawings; and
- (h) the completed Bills of Quantities.

PORTION 1: THE WORKS

PS 5. INTRODUCTION

The project scope of work under this Contract comprises of the Construction of the Walvis Bay Beach Promenade.

The scope of works required may be summarized as follows:

(a) Preliminary Works

- Establishment of Contractor's camp, equipment and other site facilities;
- Survey and setting-out of all works;
- Confirming existing natural ground levels and design levels;
- Temporary sand berm during construction phase.;
- Bulk Earthworks Platform Stage 1 & 2 and Walkway/Promenade.
- Trimming and finishing-off the platform as per architects details upon completion of works; and
- Site enclosure.

(b) Building Works and Specialist Works and Electrical Works:

i) Building Works

- Existing toilet renovations
- Fish cleaning area;
- Educational playground;
- Musical playground
- Guardhouse;
- Etc.

ii) Specialist Works

- Electrical Installation, including site reticulation, area lighting, lightning protection, and general electrical building installation;
- Security, Alarm, Surveillance and Access Control Installation;
- Computer Network Installation;
- Landscaping

(c) External Works

i) Water Infrastructure:

- Site water reticulation;
- Laying and placing of domestic water, fire water and irrigation water pipework;
- Backfilling pipe trenches; and
- Cleaning and finishing-off waterline route.

ii) Sewer Reticulation Infrastructure Works:

- Clearing and grubbing (where required);
- Removal of trees and tree stumps (where required);
- Construction of sewer manholes;

- Installation of sewer connection (160mm & 110mm Ø pipes); and
- Bedding and backfilling of pipe trenches.

iii) Parking and Road Works :

- Earthworks at Walkway.
- Salt Brine finish on final layer of Road, Parking and Walkways.
- Retaining structures to ramps; and
- Kerbs to access road, driveways and parking.

PS 6. LOCATION OF THE PROJECT & ACCESS

The infrastructure shall be constructed at Walvis Bay Municipal park at Walvis Bay, in the Erongo Region, in the southern part of Namibia.

PS 7. TOPOGRAPHY AND CLIMATE

PS 7.1 TOPOGRAPHY

The geographical position of Walvis Bay is situated in the southern hemisphere.

PS 7.2 CLIMATE

Walvis Bay is considered to have a desert climate. There is virtually no rainfall all year long at Walvis Bay. The Köppen-Geiger climate classification is BWk. At Walvis Bay, the average annual temperature is 17.1 °C | 62.8 °F. The precipitation level on a yearly basis amounts to 33 mm, 1.3 inch as per the meteorological records. Summer begins in December and ends at the end of January. The months of summer are: December, January, February, March.

The above-mentioned annual rainfall and temperature ranges may vary from time to time. The inclusion of the above data is merely as general information which shall not relieve the Contractor of his responsibilities in terms of the General Conditions of Contract to satisfy himself as to the actual conditions on site.

Note: *The above-mentioned annual rainfall ranges may vary from time to time. The inclusion of this data is merely for indication purposes. In the event of claims arising as a result of adverse climatic conditions, the Contractor's attention is drawn to the provisions of Extension of Time for Completion of the General Conditions of Contract and the Special Conditions of Contract.*

PS 8. NATURE OF GROUND AND SUBSOIL CONDITIONS

PS 8.1 NATURE OF GROUND

Groundwater is expected at the levels of excavation that are going to be encountered for sewer infrastructure works. Groundwater maybe expected at depths exceeding 1,0 meter.



The Contractor shall fully acquaint himself/herself with the subsoil conditions in this area. No extra claim shall be considered for payment in regard to site conditions that the contractor would reasonably foresee and allow in the normal excavation rates for any possibilities

Note: *The above-mentioned information is a general guideline and will not relieve the Contractor of his responsibilities in terms of the General Conditions of Contract to satisfy himself with the conditions on site.*

PS 8.2 WATER FOR CONSTRUCTION PURPOSES

Construction water will be required in sufficient quantities for the due execution of the works at the Contractor's cost.

PS 8.3 AGGREGATES FOR CONCRETE

Commercial crushed stone may be imported into the project area from sources within the range of 10km and 90km.

The Contractor must make his own arrangements to timeously procure and stockpile any sand, which he may require for concrete work. No separate payment will be made for these operations.

PS 9. GENERAL DESCRIPTION OF WORKS

PS 9.1 GENERAL

The Contractor should take note that the General Description of the Works serves to outline the extent of the works, but does not limit the amount of work, which may be required of the Contractor under this Contract. Therefore, reference must be made to the Project Specifications, the Bills of Quantities, and the Construction Drawings for a more detailed description of the works.

PS 10. COPYRIGHT

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

PS 11. APPLICABLE STANDARDIZED AND GENERAL SPECIFICATIONS

The applicable specifications for this Contract will be "Model Preambles for Trades, First Edition 2008, prepared by The Association of South African Quantity Surveyors", which document shall be considered as read with this document and shall form part of the contract. Supplementary preambles are included in specific trades in the Bills of Quantities. Contractors shall obtain their own copy of this document.

The Association of South African Quantity Surveyors

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**PROCUREMENT REFERENCE NO:
W/ONB/MWB-117/2025**

**FOR THE PROCUREMENT OF

PROJECT: CONSTRUCTION OF THE WALVIS BAY
INDEPENDENCE BEACH PROMENADE AT WALVIS BAY
IN THE ERONGO REGION**

**PART 3: CONDITIONS OF CONTRACT AND
CONTRACTUAL FORMS**

SECTION VI: GENERAL CONDITIONS OF CONTRACT



SECTION VI. GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

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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) Bills of Quantities means the priced and completed Bills 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 52.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Notification of Award and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months unless otherwise specified.
- (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 the 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 Sub-Contractor 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) Bills of Quantities,⁴ 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 shall be English and the laws governing the Contract are the Laws of the Republic 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. A notice shall be effective only when it is delivered to the addresses **specified 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, 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.

⁴ In lump sum contracts, delete "Bills of Quantities" and replace with "Activity Schedule."



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| 9. Personnel and Equipment | <p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> |
| 10. Employer's and Contractor's Risks | <p>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.</p> |
| 11. Employer's Risks | <p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none">(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to<ul style="list-style-type: none">(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. <p>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</p> <ul style="list-style-type: none">(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 | <p>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,</p> |
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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

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



Completion Date	with the approval of the Project Manager, and complete them by the Intended Completion Date.
17. Approval by the Project Manager	<p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p>
18. Safety	<p>18.1 The Contractor shall be responsible for the safety of all activities on the Site.</p>
19. Discoveries	<p>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.</p>
20. Possession of the Site	<p>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.</p>
21. Access to the Site	<p>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.</p>



- 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 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 **designated in the SCC** at the request of either party, within 15 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 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 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 Bills of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bills 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 Bills 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 valuation of the works on which basis the Contractor will be paid.
- 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 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 Bills 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 Bills 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 Bills 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 Bills 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 Bills 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 Bills 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 Suppliers.

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 in accordance 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 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 All payments shall be made in Namibian Dollars Only.

**44. Price
Adjustment**

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

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

where:

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

A_c and B_c are coefficients⁵ **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 30 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.

⁵ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]



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 types and proportions of the currencies in which the Contract Price is payable. The



Performance Security shall be valid until a date 60 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

50. Day works

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 favourable 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

(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 which are 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 Accounting 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 Accounting Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 4.3, 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 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 90 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.



**PROCUREMENT REFERENCE NO:
W/ONB/MWB-117/2025**

FOR THE PROCUREMENT OF

**PROJECT: CONSTRUCTION OF THE WALVIS BAY
INDEPENDENCE BEACH PROMENADE AT WALVIS
BAY IN THE ERONGO REGION**

**PART 3: CONDITIONS OF CONTRACT AND
CONTRACTUAL FORMS**

SECTION VII: SPECIAL CONDITIONS OF CONTRACT



SECTION VII. SPECIAL CONDITIONS OF CONTRACT

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

A. GENERAL	
GCC 1.1 (r)	<p>The Employer is:</p> <p><i>Municipality of Walvis Bay</i> <i>Civic Centre</i> <i>Nangolo Mbumba Drive</i> <i>Walvis Bay,</i> <i>NAMIBIA</i></p> <p><i>Employer's Authorized Representative is:</i></p> <p><i>Ms Elsa Kaanjosa</i> <i>Head of Procurement Management Unit</i></p>
GCC 1.1 (v)	<p>The Intended Completion Date for the whole of the Works shall be:</p> <p>3 (Three) Calendar Months, excluding the annual builder's holidays during December and January, but including all other statutory holidays.</p>
GCC 1.1 (y)	<p>The Project Manager is:</p> <p>Karen Miller Architects P. O. Box 1753 Swakopmund</p> <p>Karen Miller Telephone: 064 407-121</p>
GCC 1.1 (aa)	<p>The Site is located at Walvis Bay, in the Erongo Region</p>
GCC 1.1 (dd)	<p>The Start Date shall be <i>the date of site handover.</i></p>
GCC 1.1 (hh)	<p>The Works consist of Construction of the Walvis Bay Independence Beach Promenade at Walvis Bay in the Erongo Region.</p> <p>The scope of works required may be summarised as follows:</p> <p><u>Preliminary Works</u></p> <ul style="list-style-type: none">▪ Establishment of Contractor's camp, equipment and other site facilities;▪ Survey and setting-out of all works;▪ Confirming existing natural ground levels and design levels;▪ Trimming and finishing-off the site upon completion of works; and▪ Site enclosure.



Building Works and Specialist Works:

- Building Works
- Construction of a Promenade comprising of the following buildings:
- Existing toilet renovations
- Fish cleaning area;
- Educational playground
- Musical playground;
- Etc.

Specialist Works

- Electrical Installation;
- Security, Alarm, Surveillance Installation;
- Computer Network.
-

External Works

Water Infrastructure:

- Site water reticulation;
- Laying and placing of water pipework;
- Installation of water storage tanks;
- Backfilling pipe trenches; and
- Cleaning and finishing-off waterline route.

Sewer Reticulation Infrastructure Works:

- Clearing and grubbing (where required);
- Removal of trees and tree stumps (where required);
- Construction of sewer manholes;
- Installation of sewer connection (160mm & 110mm Ø pipes); and
- Bedding and backfilling of pipe trenches

Parking and Road Works:

- Earthworks at Walkway.
- Salt Brine finish on final layer of Road, Parking and Walkways.
- Retaining structures to ramps; and
- Kerbs to access road, driveways and parking.

Works by Other Contractors

Electrical Works

- Electrical Installation, including light fittings; and
- Site Electrical Reticulation.



GCC 2.2	Sectional Completions are: NOT APPLICABLE				
GCC 2.3	<p>Replace the content of Clause GCC 2.3 with the following:</p> <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none">a) <i>the Contract Agreement;</i>b) <i>the Notification of Award (Letter of Acceptance);</i>c) <i>the Addenda to the Bid Documents;</i>d) <i>Bid Submission Form;</i>e) <i>Bid Securing Declaration;</i>f) <i>Bidding Data Sheets (BDS);</i>g) <i>Instruction to Bidders (ITB);</i>h) <i>the Special Condition of Contract;</i>i) <i>the Conditions of Contract;</i>j) <i>Project Specifications;</i>k) <i>Standard Specifications (SANS 1200);</i>l) <i>the Construction Drawings;</i>m) <i>the completed Bills of Quantities; and</i>n) <i>Completed Schedules and any other documents forming part of the Contract.</i>				
GCC 5.1	<p>The Project Manager may delegate any of his duties and responsibilities as follows:</p> <table><tr><td><u>Quantity Surveyor</u> Jordaan and Associates P.O Box 8497 Windhoek Tel: 061-223-947</td><td><u>Civil / Structural Engineer</u> Zutari P.O Box 5353 Windhoek Tel: 061-237-704</td></tr><tr><td><u>Mechanical Engineer</u> Zutari P.O Box 5353 Windhoek Tel: 061-237-704</td><td><u>Electrical Engineer</u> Zutari P.O Box 5353 Windhoek Tel: 061-237-704</td></tr></table>	<u>Quantity Surveyor</u> Jordaan and Associates P.O Box 8497 Windhoek Tel: 061-223-947	<u>Civil / Structural Engineer</u> Zutari P.O Box 5353 Windhoek Tel: 061-237-704	<u>Mechanical Engineer</u> Zutari P.O Box 5353 Windhoek Tel: 061-237-704	<u>Electrical Engineer</u> Zutari P.O Box 5353 Windhoek Tel: 061-237-704
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<u>Mechanical Engineer</u> Zutari P.O Box 5353 Windhoek Tel: 061-237-704	<u>Electrical Engineer</u> Zutari P.O Box 5353 Windhoek Tel: 061-237-704				
GCC 6.1	<p>For delivery of Notices the address shall be:</p> <p>The address for the Employer is:</p> <p>Municipality of Walvis Bay Civic Centre, Nangolo Mbumba Drive Private Bag 5017 Walvis Bay Namibia</p> <p>The address for the Contractor is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>				



	<p>.....</p> <p>.....</p> <p>Contractors name is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
GCC 7.1	<p>Schedule of Sub-Contractors:</p> <ul style="list-style-type: none">- Electrical Installation;- Security, Alarm, Surveillance and Access Control Installation;- Computer Network Installation;
GCC 8.1	<p>Schedule of Other Contractors:</p> <ul style="list-style-type: none">- Electrical Installation, including light fittings
GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials:</p> <p style="padding-left: 40px;">Full amount of the works plus 25%</p> <p>(b) for loss or damage to Equipment:</p> <p style="padding-left: 40px;">Contractor's own responsibility for the replacement value of the equipment that the Contractor intends to use on site until the taking over by the Employer.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract:</p> <p style="padding-left: 40px;">Contractors own responsibility for an amount representing the value of the properties that are exposed to the action of the Contractor in the execution of the works including the employer's property.</p> <p>(d) for personal injury or death:</p> <p style="padding-left: 40px;">(i) of the Contractor's employees:</p> <p style="padding-left: 80px;">N\$ 2,000,000.00 for each and every claim occurrence without a limit to the number of occurrences.</p> <p style="padding-left: 40px;">of other people:</p>

	<p>(ii) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>To be covered by insurance for the Works, Plant and Materials.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the Contractor.</p>
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GCC 14.1	<p>Site Data are:</p> <ul style="list-style-type: none"> - Construction Drawings; - As-built Drawings; - Platform levels and tests; - Average Rainfall Data; - Site Diary; - Request for Approval of Works; and - Daily/Monthly Safety Reports.
GCC 20.1	<p>The Site Possession Date shall be: within 5 days after award and signing of Contract</p>
GCC 23.1 & GCC 23.2	<p>Appointing Authority for the Adjudicator: To be Nominated by the President of the Namibia Council for Architects & Quantity Surveyors (NCAQS).</p> <p>(a) No Adjudicator shall be appointed at the issuance of the Notification of Award.</p> <p>(b) An Adjudicator will be appointed if and when disputes may arise during the contract.</p>
GCC 24.	<p>In case the contract does not provide for an adjudicator and a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p style="text-align: center;">2. The Review Panel</p>



	3. Courts of Namibia
GCC 24.3	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator:</p> <p>Hourly rate and types of reimbursable expenses to be paid to the adjudicator: as per the National Adjudicator List (NAL)-.</p>
GCC 24.4	<p>For contracts with domestic Contractor:</p> <p>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.</p> <p>The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”].</p> <ol style="list-style-type: none">1. The Review Panel2. Courts of Namibia
B. TIME CONTROL	
GCC 25.1	<p>The Contractor shall submit for approval a <i>Program for the Works</i> within <i>14 Calendar Days</i> from the date of the <i>Notification of Award</i>.</p> <p>The amount to be withheld for late submission of the Construction Program is <i>N\$ 1,500-00 (One Thousand Five Hundred Namibian Dollars & Zero Cents)</i> per Calendar Day.</p>
GCC 25.3	<p>The period between Program updates is <i>fifteen (15)</i> Calendar Days unless otherwise instructed by the Project Manager.</p> <p>The Program updates shall include, but not be limited to, the following elements under the conditions stipulated:</p> <p><i>(a) Monthly Progress Report; and</i> <i>(b) Cashflow Status Report.</i></p> <p>The amount to be withheld for late submission of an updated Program is <i>N\$ 1,500.00 (One Thousand Five Hundred Namibian Dollars & Zero Cents)</i> per Calendar Day.</p>
	<p>The following key personnel should attend all scheduled management meetings arranged and confirmed by all parties at least 7 Calendar Days prior to the date of the meeting or noted in minutes of the latest meeting, at which the Contractor was represented:</p> <p><i>1. Contract Representative</i> <i>2. Contractor’s General Foreman</i></p> <p>The Project Manager reserves the right to add more of the Contractor’s personnel to the list if he/she deems fit.</p>



	The Project Manager reserves the right to withhold an amount of up to 10% of the value of current and any future payment certificates, until such a time that he/she is satisfied by the Contractor's Representation at the meetings and the amount may be released.
C. QUALITY CONTROL	
GCC 31	The Contractor shall at his own expense institute a quality control system. The cost of supervision and process control including testing carried out by the Contractor shall be deemed to be included in Final Contract Price .
GCC 33.1	The Defects Liability Period is: 365 (three hundred sixty-five) Calendar Days.
D. COST CONTROL	
GCC 37	The Contractor shall furnish the Project Manager or his representatives with all supporting documentation of unit rates in the bidding document for purposes of evaluating rates for variations. Such documentation shall include but not limited to quotations, invoices, proof of payment, etc.
GCC 37.6	"...work above the limit stated in Sub-Clause 38.1..." should read "...work above the limit stated in Sub-Clause 36.1..."
GCC 39.1	The Contractor shall submit to the Project Manager and his representatives, his/her claim of payment, 3 Calendar Days prior to a scheduled site visit. This claim shall be in the format as requested by the Project Manager and/or his/her representatives. Should the Contractor not submit his claim for payment to the Project Manager within 7 (seven) working days after a scheduled site valuation visit, The Project Manager may certify an amount for payment as he/she deems fit or issue a zero certificate for that valuation period.
GCC 39.7	Interim Payment for Plant and Material on site "is" applicable. The applicable payment shall be limited to 80% of manufacturing cost when delivered on site. Payment of materials shall be limited to material claim substantiated by a tax invoice and a valid proof of payment for the materials. In the event that the materials are bought on an account with a supplier, the Project Manager may certify payment of such materials, provided sufficient proof of timeous repayments of the concerned supplier is also submitted.
GCC 40.1	The interest paid by the Employer for the late payment will be two (2) percent greater than the minimum lending rate charged by the Bank of Namibia, calculated from thirty (30) Calendar Days after issue of payment certificate.
GCC 40.3	Payment of preliminaries



	<p>The amount to be included in each monthly certificate in respect of preliminaries costs shall be calculated from the priced items within the preliminaries section of the bills of quantities.</p> <p>The Contractor and Project Manager shall agree a division of the priced preliminaries items into:</p> <ol style="list-style-type: none"> 1) an initial or establishment charge, payment of which shall be made to the Contractor on proof that the relevant expenditures have been made; 2) a monthly charge, and 3) a final or de-establishment charge. <p>Should the Contractor and Project Manager be unable to agree such division then the Project Manager shall make a fair and reasonable division.</p> <p>In arriving at such division cognisance shall be taken of such factors as:</p> <ol style="list-style-type: none"> 1) Premiums for policies of insurance and performance guarantees being renewable annually, 2) Plant, scaffolding and the like remaining the property of the Contractor or the hiring company and the capital cost thereof not being treated as part of the initial charge. <p>In the event of an extension of time for the completion of the works the monthly charge be recalculated on the same basis as originally but taking into account the revised contract period and the amounts already paid to the Contractor.</p>
GCC 41.1 (c)	<p>Drawings, Specifications, or instructions provided to the Contractor within 14 (fourteen) Calendar Days from date of request will not constitute a compensation event under this contract. This period excludes any amount of time that the Project Manager and any of his representatives are awaiting further information from the Contractor, necessary to provide the Contractor with the required information.</p> <p>The event should also reasonably lie on the critical path of the work schedule for it to be considered as a compensation event in the event the information is not availed in the period stipulated above.</p>
GCC 41.2	<p>Notwithstanding the provisions of this clause, the preliminaries shall be adjusted on the basis of fixed, time and value related items. (See GCC 40.3)</p>
GCC 44.1	<p>The prices quoted by the Bidder “shall not be” subject to adjustment during the performance of the Contract.</p>
GCC 45.1	<p>The proportion of payments retained is: 10% (ten percent) of the value of the works and materials valued, until such time as the amount retained equals 5% (five percent) of the contract sum, excluding value added tax (V.A.T).</p>
GCC 46.1	<p>The liquidated damages for the whole of the Works are 0.1% of Contract Amount per calendar day. The maximum amount of liquidated damages for the whole of the Works is 10% of the Contract Amount.</p>



GCC 47.1	The Bonus for the whole of the Works is Not APPLICABLE
GCC 48.1	Advance Payment is Not Applicable to this Bid.
GCC 49.1	<p>The Performance Security amount is 10% (Ten Percent) of the Contract Price.</p> <p>The only form of Performance Security that will be acceptable under this Contract will be an unconditional Demand Guarantee as per the Typical Performance Security under SECTION VIII: CONTRACTUAL FORMS.</p> <p>Where the Performance Security is in the form of a Bank Guarantee, it shall be issued by:</p> <ul style="list-style-type: none"> a) a banking institution established in Namibia, or b) a foreign bank through a correspondent bank established in Namibia.
E. Finishing the Contract	
GCC 55.1	Notwithstanding the provisions in this clause, a detailed final account of the total amount that the Contractor deems payable under the contract will be delivered to the Project Manager within 45 (Forty Five) Calendar Days of issuance of Completion Certificate.
GCC 56.1	<p>The date by which "As-Built" Drawings, maintenance and operation manuals are required is between 30 Calendar Days after declaration of practical completion and not later than 120 Calendar Days before issuance of final certificate.</p> <p>The "As-Built" Drawings shall include, but not be limited to, the following information:</p> <ul style="list-style-type: none"> (a) As-built set-out layouts (complete with long sections); and (b) Construction process & quality control test results.
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is 5% of the final payment.
GCC 57.2 (g)	The maximum number of days is the total number of days after scheduled completion equivalent to the maximum amount of liquidated damages payable under this contract
GCC 57.2 (h)	"...or in executing the Contract, pursuant to GCC Clause 57.1" should read "...or in executing the Contract, pursuant to GCC Clause 58.1."
GCC 57.3	"...under GCC Sub-Clause 56.2..." should read "...under GCC Sub-Clause 57.2..."
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% (ten percent) .



**PROCUREMENT REFERENCE NO:
W/ONB/MWB-117/2025**

FOR THE PROCUREMENT OF

**PROJECT: CONSTRUCTION OF THE WALVIS BAY
INDEPENDENCE BEACH PROMENADE AT WALVIS BAY
IN THE ERONGO REGION**

**PART 3: CONDITIONS OF CONTRACT AND
CONTRACTUAL FORMS**

SECTION VIII: CONTRACTUAL FORMS



SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Contract Agreement

THIS AGREEMENT made theday 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 Contract agreement;
 - b) the Notification of Award (Letter of Acceptance);
 - c) the Addenda to the Bid Documents;
 - d) Bid Submission Form;
 - e) Bid Securing Declaration;
 - f) Bidding Data Sheets (BDS);
 - g) Instruction to Bidders (ITB);
 - h) the Special Condition of Contract;
 - i) the Conditions of Contract;
 - j) Project Specifications;
 - k) Standard Specifications (SANS 1200);
 - l) the Construction Drawings;
 - m) the completed Bills of Quantities; and
 - n) Completed Schedules and any other documents forming part of the Contract.
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
presence
of: _____
Witness, Name, Signature, Address,
Date

Signed by: _____
for and on behalf the Contractor

in the
presence
of: _____
Witness, Name, Signature, Address, Date



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)⁶ 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 valid until 60 days from the date of issue of the Certificate of Completion 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).....

⁶ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.



Invitation for Bids (IFB)

(for open advertised bidding, to be customized as appropriate)

Republic of Namibia

**Name of Project – CONSTRUCTION OF THE WALVIS BAY INDEPENDENCE BEACH
PROMENADE AT WALVIS BAY IN THE ERONGO REGION**

**IFB Title – CONSTRUCTION OF THE WALVIS BAY INDEPENDENCE BEACH
PROMENADE AT WALVIS BAY IN THE ERONGO REGION**

IFB Number W/ONB/MWB-117/2025

1. Bids are invited through Open Advertised Bidding (OAB) procedures and the invitation is open to all Namibian Bidders.
2. Interested eligible Bidders may obtain further information from:

name of entity: **Municipality of Walvis Bay**

Address: **Municipality of Walvis Bay
Civic Centre, Nangolo Mbumba Drive,
Walvis Bay**

Name of officer in charge is:

E-mail of officer in charge is:

and inspect the Bidding Documents at the address given below 08:30Hrs to 16:30Hrs.

3. Qualifications requirements include: [insert a list of technical, financial, legal and other requirements].

A margin of preference for certain goods manufactured domestically “shall not” be applied. Additional details are provided in the Bidding Documents.

4. A complete set of Bidding Documents in **English** may be purchased by interested Bidders on the submission of a written application to the address below and upon payment of a non-refundable fee **N\$** The method of payment will be **Cash**. The Bidding Documents will be sent by [insert delivery procedure].

Bidding document must be collected at:

Address: **Municipality of Walvis Bay
Civic Centre, Nangolo Mbumba Drive,
Walvis Bay**



5. Bids must be delivered to:

Address: Municipality of Walvis Bay
Civic Centre, Nangolo Mbumba Drive,
Walvis Bay

at or before 22 May **2025** at Time: **11:00am**. Electronic bidding **will not** be permitted. Late bids will be rejected. Bids will be opened in the presence of the Bidders' representatives who choose to attend in person at:

Address: Municipality of Walvis Bay
Civic Centre, Nangolo Mbumba Drive,
Walvis Bay

At Date: **22 May 2025** at Time: **11h10**.

All bids must be accompanied by a "Bid-Securing Declaration," of [insert amount in local currency or minimum percentage of Bid price in case of a Bid Security].

6. The address(es) referred to above is(are): [insert detailed address(es) including

Name of the Implementing Agency: Municipality of Walvis Bay

Office designation (room number):

Name of Officer: Ms Elsa Kaanjosa

Address: Municipality of Walvis Bay
Civic Centre, Nangolo Mbumba Drive,
Walvis Bay