



Otjozondjupa Regional Council



Tel: 067-303702
Fax: 067-302760

P.O. Box 1682
Otjiwarongo,
Namibia

REQUEST FOR QUOTATIONS FOR WORKS: CONSTRUCTION OF LANDFILL IN OKANDJIRA SETTLEMENT (PHASE 1)

Procurement Reference No: W/RFQ/OTRC-04/2024/2025

**Issued on: 06 December 2024
Closing Date & Time: 07 January 2025 at 10h00
Cost: N\$0.00 (Not for Sale)**

NAME OF BIDDER	
POSTAL ADDRESS OF BIDDER	
CONTACT NUMBERS OF BIDDER	
EMAIL ADDRESS OF BIDDER	
AUTHORISED REPRESENTATIVE OF BIDDER (Attach letter / power of attorney)	
VAT REGISTRATION NO.	
TOTAL BID PRICE EXCLUDING VAT (N\$)	
TOTAL BID PRICE INCLUDING VAT (N\$)	
SIGNATURE OF BIDDER	

INFORMATION TO THE BIDDERS:

Bidders shall enclose TWO Bidding documents (clearly marked as "ORIGINAL" and "COPY") with all supporting documents in a single sealed envelope, with the Procurement Reference Number: W/RFQ/OTRC-04/2024/2025.

The envelopes shall bear the Bidder's name and address, to be deposited in the Bid Box at the Otjozondjupa Regional Council, 22 Henk Willems Street, Otjiwarongo, on or before 07 January 2025 at 10h00.



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Letter of Invitation

TO WHOM IT MAY CONCERN

PROCUREMENT REFERENCE NO: W/RFQ/OTRC-04/2024/2025

06 December 2024

Dear Sir/Madam,

Request for Quotations for Construction of Landfill in Okandjira Settlement (Phase 1)

The Otjozondjupa Regional Council invites you to submit your best quote for the works described in detail in the bidding document hereunder.

Please prepare and submit your quotation on or before 07 January 2025 at 10h00, in accordance with the instructions given.

Any resulting contract shall be subject to the terms and conditions referred to in the bidding document.

Queries, if any, should be addressed to **Mr. S.S.N. Shidhika** via email: sshidhika@otjozondjuparc.gov.na

Yours faithfully,

Mrs. S.M.K. Tuahuku

Head of Procurement Management Unit



SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

1. Rights of Public Entity

The Otjozondjupa Regional Council reserves the right:

- (a) to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Preparation of Quotations

You are requested to quote for the works mentioned in Section III, by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annexure for Bid Securing Declaration;
- (b) the Priced Bill of Quantities in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation.

3. Validity of Quotations

The quotation validity period shall be ninety (90) calendar days from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) have a certified copy of the valid Founding Statement or Company Registration Certificate (indicating the stream of business in which the company is engaged and which shall be related to the procurement works), and issued by the Ministry of Industrialization, Trade and SME development or Business and Intellectual Property Authority (BIPA), certified by the Namibian Police;
- (b) have an original valid or certified copy by the Namibian Police of Good Standing Tax Certificate;
- (c) have an original valid or certified copy by the Namibian Police of Good Standing Social Security Tax Certificate;
- (d) have a certified copy of valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (e) submit the duly filled, signed, stamped, and dated Bid Securing Declaration; and Written Undertaking in terms of Section 138 of the Labour Act, 2015;
- (f) provide certified copies of Identification Documents (IDs) and Civil Trade Qualifications of owner(s) and proposed employees, certified by the Namibian Police;
- (g) attach Curriculum Vitae (CVs) of the bidder or owners, and the proposed employees;
- (h) submit the Bank rating letter with C or better rating;
- (i) attach Completion Certificates; Practical Completion Certificate; or reference letters from Clients for similar work done in the past;
- (j) attach proof of ownership of the relevant equipment or a valid letter of intent from a reputable equipment hire firm that such equipment would be provided during the contract period. Relevant equipment are: hydraulic excavator Min. 26 tons; TLB; tipper truck Min. 10m³; Concrete Mixer; Road roller.

- (k) submit only one bidding document per bidder, including partnership;
- (l) original and all copies of the bid shall be typed or written in indelible black ink and signed by a person duly authorised to sign on behalf of the Bidder;
- (m) Submit written statement by a power of attorney (or notary statement, etc.) proving that the person who signed the bid on behalf of the company/joint venture/consortium is duly authorised to do so. *Take note: this requirement is not applicable to sole proprietors;*
- (n) sign all pages where applicable, and initial all pages of the bidding document and annexures;
- (o) 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. A list of firms debarred from participating in Public Procurement in Namibia is available at <https://egp2.gov.na/forms/SearchSuspendedBidders.jsf>.
- (p) Failure to adhere to all the requirements above will lead to automatic disqualification.

5. Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be sixty (60) calendar days after the date of site handover. Deviation in completion period shall be considered only if such deviation is reasonable and approved by the Otjozondjupa Regional Council.

7. Sealing and Marking of Quotations

Bids (original & copy) should be sealed in a single envelope, clearly marked with the Procurement Reference Number and Description of the project, addressed to the Otjozondjupa Regional Council with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Bid Box located at the Otjozondjupa Regional Council, 22 Henk Willems Street, Otjiwarongo, on or before 07 January 2025 at 10h00. Quotations by post or hand delivered should reach the Otjozondjupa Regional Council, 22 Henk Willems Street, Otjiwarongo by the same date and time at latest. Late quotations will be rejected. Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Otjozondjupa Regional Council immediately after the closing time referred to in ITB 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Securing Declaration, will be posted on the website of the Otjozondjupa Regional Council (<https://otjozondjuparc.gov.na>) and available to any bidder on request within three working days of the Opening.

10. Evaluation of Quotations

In addition to the Eligibility Criteria listed in ITB 4 above, the Request for Quotations will be evaluated in terms of Technical and Financial compliance with the Specifications, Drawings, and Bill of Quantities. Non-compliance will result in disqualification of the bid.

10.1. Technical Evaluation

Quotations will be evaluated on the basis of a maximum of 70% using the following Technical Criteria (Note: 1 Mark = 1%) in order to get the Technical Score (TS):

Criteria	Scoring	Max Marks
Similar Experience Requirements		
Experience of similar work completed (such as construction of landfill or dumpsite)	5 Marks per valid Completion Certificate attached of landfill or dumpsite construction only	15
Team Competency Requirements		
Registered Civil Engineer with Engineering Council of Namibia	5 Marks for the certified copy of Registration Certificate attached	5
Registered Staff In-training with Namibian Recognised Body (like Surveyor, Engineer, etc.)	5 Marks for the certified copy of Registration Certificate attached	5
Contract Manager	<ol style="list-style-type: none"> 1. With atleast 5 years of experience in landfill construction projects and proof is attached = 10 Marks per proof attached 2. Experience in other civil work (e.g. dumpsite, oxidation ponds, or dams only) and proof is attached = 5 Marks per proof attached 	10
Site Agent	<ol style="list-style-type: none"> 1. With atleast 5 years of experience in landfill construction projects and proof is attached = 10 Marks per proof attached 2. Experience in other civil work (e.g. dumpsite, oxidation ponds, or dams only) and proof is attached = 5 Marks per proof attached 	10
Foreman	With atleast 2 years of experience in landfill construction work and proof is attached = 5 Marks	5
Safety Officer	<ol style="list-style-type: none"> 1. With atleast 2 years of experience in civil work and proof is attached = 5 Marks 2. Relevant qualification/certificate (certified copy) as Safety Officer is attached = 5 Marks 	10
Plant Capacity Requirements		
Minimum plant equipment required	10 Marks for attaching Proof of Ownership or Proof of Leasing/letter of intent to hire relevant equipment that include the following minimum: Hydraulic excavator Min. 26 tons; TLB and/or Front loader; Tipper truck Min. 10m ³ ; Concrete Mixer; Road roller; Water Tank.	10
Total Technical Score (TS) = 70% <i>Note: 1 Mark = 1 %</i>		70%

The minimum pass mark for the Technical Evaluation shall be 35% and only those quotations having scored the minimum pass mark shall be retained for financial evaluation etc. Bids having scored less than the pass mark shall not be evaluated further.

10.2. Financial Evaluation

Quotations will be evaluated on the basis of a maximum of 30% using the following formula to determine the Financial Score (FS) of each Quotation (Note: the lower the price, the higher the scores):

$$\text{Financial Score (FS)} = \text{Lowest Bid Price} / \text{Price of Quotation under consideration} \times 30\%$$

10.3. Final Bid Scores & Award of Contract

Two Step Evaluation Process considering both Technical and Financial scores will then follow, whereby the Technical Score and the Financial Score of each Quotation will be added together to determine the Total Bid Scores for each Bid, as follow:

$$\text{Total Bid Score of each bid} = \text{Technical Score of each bid} + \text{Financial Score of each bid}$$

Finally, the bidder scoring the highest percentage (after adding both Technical and Financial scores) shall be the Bidder that has submitted the lowest evaluated substantially responsive quotation and qualified to perform the works, and shall be selected for award of contract.

11. Technical Compliance

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

12. Prices and Currency of Payment

Prices for the execution of works shall be fixed in Namibian Dollars (N\$) as quoted.

Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

13. Margin of Preference

The margins of preference and their application methodology are not applicable.

14. Award of Contract

The Bidder having submitted the lowest evaluated substantially responsive quotation as per ITB 10 above shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

15. Performance Security

Performance Security is not required in this contract.

16. Notification of Award and Debriefing

The Otjozondjupa Regional Council shall after award of contract promptly inform all unsuccessful bidders in writing of the name and contract amount of the successful bidder and post a notice of award on its website within 14 days. Furthermore, the Otjozondjupa Regional Council shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorised, it will be rejected.**

Quotation addressed to:	Otjozondjupa Regional Council P.O. Box 1682, Otjiwarongo, Namibia
Procurement Reference Number:	W/RFQ/OTRC-04/2024/2025
Subject matter of Procurement:	Construction of Landfill in Okandjira Settlement (Phase 1)

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

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

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

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

The validity period of our Quotation is **ninety (90) calendar days** from the date of the bid submission deadline.

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

Works will commence within **seven (7) calendar days** after signing the Contract.

Works will be completed within **sixty (60) calendar days** from date of issue of Letter of Acceptance.

Quotation Authorised by:

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

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

Date: _____

Procurement Ref No.: W/RFQ/OTRC-04/2024/2025

To: **Otjozondjupa Regional Council**
P.O. Box 1682,
Otjiwarongo, 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**
- (d) **in the bidding document, should I/We* be successful bidder; or**
- (e) **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 authorised to sign the bid for and on behalf of [insert complete name of Bidder]:

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

Corporate Stamp here (if available):

[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 or a duly authorised assigned member/partner of that close corporation]



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYER'S DETAILS

Company Trade Name:

Registration Number:

Vat Number:

Industry/Sector:

Place of Business:

Physical Address:

Tell No:

Fax No:

Email Address:

Postal Address:

Full name of Owner/Accounting Officer:

.....

Email Address:

2. PROCUREMENT DETAILS

Procurement Reference No:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

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

of *[insert full name of company]*

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

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

Signature:

Date:

Seal:

Please take note:

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

PROJECTS OF SIMILAR NATURE COMPLETED IN THE PAST 5 YEARS

Bidder should complete this form by starting with the most recent projects of similar nature completed (e.g. construction of landfill, dumpsite, oxidation pond, etc.).

CONTRACT NAME	NAME OF CLIENT AND CONTACT DETAILS OF REFERENCE	TYPE OF WORK PERFORMED	CONTRACT AMOUNT (N\$)
1			
2			
3			
4			
5			

Note: No points will be given in bid evaluation where copies of valid completion certificate and/or defects liability certificates are not attached. Bidders will be penalised for failing to provide names and contact details of contactable client's references.

KEY PERSONNEL PROPOSED

	POSITION	NAME AND SURNAME	YEARS OF EXPERIENCE IN CIVIL WORK	YEARS OF EXPERIENCE IN PROPOSED POSITION
1				
2				
3				
4				
5				
6				
7				
8				

Note: A bidder will be disqualified where the Curriculum Vitae (CV), as well as certified copies of valid qualifications, training certificates and IDs of all the proposed personnel are not attached.

VEHICLES, PLANT AND EQUIPMENT AVAILABLE FOR CONTRACT

Bidders must provide proof of ownership of equipment. If any equipment is not owned by the bidder, the bidder must attach a valid letter of intent from a reputable equipment hire firm that such equipment would be provided during the contract period. Employer reserves the right to validate any information submitted.

	TYPE OF VEHICLE / EQUIPMENT	MAKE AND REGISTRATION NUMBER	CONDITION OF EQUIPMENT (NEW/GOOD/POOR)	OWNED / LEASED
1				
2				
3				
4				
5				
6				
7				
8				

Note:

For the equipment owned, no points will be given where certified copies of valid registration certificates or license discs are not attached. Such documents will only be considered if registration is in the name of the bidder or owner(s).

For the equipment to be leased, no points will be given where the proof / letter of intent to hire relevant equipment for this contract period is not attached.

SECTION III: TECHNICAL SPECIFICATIONS, PERFORMANCE REQUIREMENTS AND DRAWINGS

This section covers the Employer's requirements in terms of the scope of works, project specifications, including the general description of the site, circumstances and facilities available, and the construction drawings and other requirements to be met by the Contractor.

1. Scope of Works

- 1.1. The works to be performed refer to the construction of the Landfill cell (waste disposal pit) for Okandjira Settlement on the site already fenced off by the boundary wall, measuring about one (1) hectare in extent.
- 1.2. Excavation of one landfill cell as per the drawings forming part of this contract and instruction of the project manager.
- 1.3. Compaction of in-situ materials in layers not exceeding 150 mm to 95% Modified AASHTO density.
- 1.4. Site establishment (including site camp, ablution facilities, & conference room).
- 1.5. Construction of the signboard.
- 1.6. Setting out of the works by the Contractor.
- 1.7. Protection of overhead and underground services, as well as protection of existing structural elements on the site for the duration of the contract, and the repair of any elements, damaged by the contractor, at the expenses of the Contractor.
- 1.8. Site clearance that includes clearing and grubbing of trees and bushes; and removal of excavated rocks and rubbles, and disposal to the designated site.
- 1.9. All works shall be constructed sufficiently to the standard as determined by the Project Manager and as shown on the drawings.
- 1.10. The project covers all the works indicated above and in the Bill of Quantities and Drawings. This scope of works does not limit the amount of work which may be required to be carried out by the Contractor under this contract. The approximate quantities of each type of work to be carried out may however increase or decrease to an extent.

2. Specifications

- i) The Specifications comprise of three parts:
 - Part 1 – Project Specifications to be met by the Contractor & Description of the site & facilities
 - Part 2 - Standard Specifications applicable to this contract
 - Part 3 – Project Drawings
- ii) These Specifications shall be deemed to be part of the Contract Documents.
- iii) Should any requirement of any portion of the Project Specifications conflict with any requirement of the Standard Specifications, the requirement of the Project Specifications shall take precedence and shall govern.

2.1. PART 1: PROJECT SPECIFICATIONS TO BE MET BY THE CONTRACTOR & DESCRIPTION OF THE SITE & FACILITIES

2.1.1. Description of the Site & Facilities Available

The site earmarked for the landfill construction is 1 ha in extent, surrounded by a boundary wall, and centrally identifiable by Latitude: -21.971543° and Longitude: 17.197917°, with altitude ranging from 1507m – 1515m above sea level. The site is located about 1km northwest of the existing planned settlement of Okandjira, accessible by a 3.5m-wide earthen road. The ground is soft and rocky, with storm water runoff experienced during rainy season due to the sloping terrain. Sewer and water services

are situated at the planned settlement. Electricity may be taken from suitably situated supply points in the area.

The Contractor shall make his own arrangements for the supply of water, telecommunications and power required by him for the execution of the works, and which shall be to the Contractor's costs.

The Contractor will be held responsible for any damages to the existing structural elements and services on the site for the duration of the contract.

Bidders shall acquaint themselves fully with the site and its soil conditions before completing the bidding document.

2.1.2. Site Camp & Living Accommodation

The area to be used for the possible establishment of the site camp will be identified to the Contractor during the site handover meeting.

All existing structural elements, cables, pipelines, and any other services within or near the site camp shall be protected at the Contractor's expense to the satisfaction of the Project Manager.

The site camp shall be properly fenced off and have a swing gate, to the satisfaction of the Project Manager.

No fireplace in the camp shall be located within 25 metres from a fuel storage area, nor shall any open fire be permitted unless made in a drum or similar container.

No informal settlement shall be allowed to be established at or near the site camp.

The Contractor shall provide his rate in the bill of quantities, for the living accommodation costs for his employees for the duration of the project, including de-establishment of the site camp.

The contractor shall be responsible for the collection and removal of refuse from the site camp and working areas. No domestic animals shall be allowed in the camp, and no undue interference with the free movement of animals and birds will be allowed.

2.1.3. Office Facilities

Site office will not be required. However, the Contractor must provide adequate office facilities to ensure the smooth running of the works. The Contractor will also provide a conference room of at least 12 square metres with a boardroom table and seating for at least 8 people at no additional cost to the Client. A site diary in A4 paper size shall be provided and kept by the Contractor, and all major activities, events and achievements shall be recorded in the site diary on a daily basis by the Foreman. A site instruction book shall also be kept on site at all times.

2.1.4. Sanitary Facilities

The Contractor shall provide and maintain adequate and proper ablution and latrine facilities for his site personnel. Adequate toilet facilities must be constructed within 200 m of the work area.

Latrines shall be effectively screened from view and maintained in a clean and sanitary condition. The Contractor shall make all the necessary arrangements for the regular removal and emptying of the sanitary pails at his own cost. If at any time the contractor fails to observe the previously mentioned conditions and after being notified by the Project Manager, fails to rectify conditions, the Project Manager shall have the right to order such materials and appoint any workers as may be seen necessary to maintain the sanitary facilities as set out above. All related costs will be for the contractor's account.

2.1.5. Laboratory Facilities and Testing

The Contractor will not be required to have a testing laboratory on site. A recognised testing laboratory will be appointed by the contractor to carry out all control tests as required by the Project Specifications.

The contractor shall make use of a laboratory approved by the Project Manager to have the required process control tests carried out. The types of tests required and the frequency is set out in SABS 1200.

The Contractor shall liaise with the Project Manager on the testing procedures that are to be followed.

The Contractor should provide the rate for the required testing in his bidding document. Any control testing ordered by the Project Manager will be carried out using the provisional sum that has been provided in the Bill of Quantities. No additional payments will be made towards the testing of work.

2.1.6. Construction Programme

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

2.1.7. Security and Safety on Site

It shall be the responsibility of the Contractor to control access to the site during the execution of the Contract to prevent any unauthorised persons from entering the site. The Contractor may provide security guards for this Contract as he deems fit. The contractor shall at all times observe proper and adequate safety precautions on site, as per SANS 1200 A, Clause 5.7. The Contractor shall appoint a Site Safety Officer as well as an assistant for him and their names shall be forwarded to the Project Manager in writing before any work may commence. The Site Safety Officer shall legally be responsible for all safety on site. No work may be executed on site if neither of these two persons are on site. The Contractor will be responsible for the safety of his personnel, equipment and the public in general at all times. All laws, rules, and regulations including the Machinery and Occupational Safety Act shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of the general public.

2.1.8. Survey Beacons, Benchmarks and Reference Points

At the start of the project, the Contractor will receive a drawing indicating the coordinates of the landfill cell to be constructed. The Contractor is responsible for the setting out of the works, and also to inform the Project Manager of any missing points, prior to starting with construction. The Contractor shall have two weeks after site handover date to verify the information. Should the Contractor not inform the Project Manager of any missing points during the two weeks' period, the Project Manager will accept that the supplied information is correct. The works shall be set out by a qualified surveyor, and the costs involved for the setting out of the works shall be included in the bill of quantities by the Contractor. The Contractor shall also ensure that no survey beacons, erf pegs, and bench marks are covered up or disturbed.

After the completion of the Construction and prior to the issue of the practical completion certificate, the Contractor will supply a Land Surveyor's Certificate, certifying that all pegs have been checked and re-established where necessary. The cost of such a survey will also be for the account of the Contractor.

The Contractor must take into account that the erf pegs along the road servitudes and along sewer and water lines could and most probably will be damaged, disturbed or removed during normal construction processes and it will be for the Contractor's account to replace and certify such erf pegs as set out above.

2.1.9. Existing Services

Well in advance of construction and before commencing any operation whatsoever on a section of the Works, the Contractor shall acquaint himself with the position of all the existing services within that section, before any excavation or other work likely, to affect the existing services are commenced. The Contractor will be held responsible for damages to the existing services and structures within the area of the works; all necessary measures must be taken to protect them at his cost. Any damage caused by, or arising out of the Contractor's operations shall be made good at his own expense. Note must be taken that the provision by the Employer of any drawings or other information indicating the position of any existing services shall in no way relieve the Contractor for his obligations. The positions of existing services shown on the drawings are approximate and the Contractor must ascertain the true position and depth thereof. The contractor must provide his rate for protection of existing services and structures in the bill of quantities. No additional payment will be made for the provision of protective measures, co-operation with and providing access to authorities concerned, delay to the construction arising from moving or protecting services, or claims arising from damage to or relocation of existing services.

2.1.10. Natural Vegetation

The natural vegetation, grassing and other plants shall not be disturbed, cut down or stumped, except in the areas where it is essential for the execution of the work, or where directed by the Project Manager in writing.

2.1.11. Contract Signboard

One contract Sign Board is required to be erected for this contract, as per the drawing to be issued to the Contractor. The Sign Board shall be erected to the standards of the Association of Consulting Engineers of Namibia (ACEN), and at the site to be determined by the Project Manager.

2.1.12. Construction Materials

Materials required for construction of the landfill shall be obtained from the commercial sources. Acceptance test of the in-situ materials will be done after construction and compaction of the base layers have been completed. Should the material fail the acceptance tests, it will be removed on the Contractor's account and no additional payment will be made in this regard. The Contractor shall make provision in his rates to include the supply or hauling of all required materials to the site.

2.1.13. Blasting

The Contractor may appoint applicable blaster (if required) as per the required regulations set out in the Explosive Act No.26 of 1956, Section 30 for trenching purposes. The Contractor shall inform the Project Manager of his intention to appoint a blaster. The contractor will also indemnify the Employer from any damages to any property by any blasting to be done by the blaster appointed by him. In all cases, the requirements of the applicable blasting regulations in Namibia will comply with the Government regulations and to the Government Inspector of Explosives. The Contractor shall comply with the blasting specifications as set out in SANS 1200DA, clause 5.1.1.3. No blasting will be permitted within 10 metres of any structure, pipeline or service unless the Contractor can satisfy the Employer that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service.

2.1.14. Cut to Fill Material, In-situ Materials

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

2.1.15. Safeguarding of Excavations

The responsibility of safeguarding of excavations lies entirely with the Contractor. Excavations of trenches along public roads, affects the operation or safety of the public, traffic and access to properties, the contractor shall comply with the specifications as set out in SANS 1200 DB, clause 5.1.3. In addition to SANS 1200 DB, clause 5.1.3(b), written notices shall be in English, as well as in the local language(s) spoken in the area in which the site is located.

2.1.16. Trenches

The responsibility of safeguarding excavations lies entirely with the Contractor. No trenches may be left open during the Contractor's holidays. The Contractor shall protect the public against dangerous on-site conditions such as open trench excavations, manholes etc. The Contractor shall ensure safe movement of pedestrians and vehicles, as well as access at all times especially at night. The Contractor should therefore identify and safeguard potential hazards before the end of each working day especially on weekends.

2.1.17. Dewatering

In the event of storm water or ground water seepage during excavations, the Contractor shall remove water which accumulates in excavations during the progress of work so that all work can be done in the dry, unless otherwise approved by the Project Manager. Keep excavated areas free from water while underground utilities or structures are constructed, while concrete is setting and until backfill or elements of the structure have been placed to sufficient height to anchor the work against possible leakage or buoyant uplift forces. It is the responsibility of the Contractor to deal with surface and subsurface water flooded in trenches. Therefore, the costs of dewatering the trenches and ground holes shall be included in

the unit rate for excavation by the Contractor, as there is no provision made for separate payment for dealing with water in trench excavations.

The Quality Control, Execution and Discharge of ground water shall be addressed as follows:

(a) Quality control: all dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the Contractor.

(b) Execution: (i) The Contractor shall provide all equipment necessary for dewatering. The Contractor shall have on hand, at all times, sufficient pumping equipment and machinery in good working conditions and shall have available, at all times, competent workers for the operation of pumping equipment. Adequate standby equipment shall be kept available at all times to ensure efficient dewatering and maintenance of dewatering operation during power failure.

(ii) The Contractor shall maintain the water level below the bottom of excavation in all work areas where groundwater or storm water occurs during excavation, construction, backfilling, and up to acceptance.

(c) Discharge: the Contractor shall dispose of water from the work in a suitable manner without damage to the environment or adjacent property. The Contractor shall be responsible for obtaining any permits/approval that may be necessary to dispose of water.

2.1.18. Restoring of Surfaces

All rubbish, tools, plant, and material must be removed immediately from each section of the work as soon as it is completed. Each completed section of the work is to be left in a neat, tidy, and orderly state to the satisfaction of the Project Manager. The Contractor will be held responsible for all damage to existing surfaces, kerbs and channels outside the specified excavation dimensions, and the work has to be restored at his own expense to the satisfaction of the Project Manager.

2.1.19. Disruption of Existing Services

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

2.1.20. Site Supervision

The Contractor shall ensure that sufficient supervisory staff, the required transport, instruments, equipment, and tools are available to control works on site. All construction activities shall be executed and supervised by suitably qualified and experienced personnel, as indicated in this bidding document (Form 5).

2.1.21. Quality Control

An acceptable Quality Assurance (QA) system by the Project Manager shall be implemented. The Contractor will be required to follow the procedures set by the QA system. Failure to do so will result in the rejection of work constructed in non-compliance with the approved QA system. All rates are to include costs for testing or verification required to prove Contractor's compliance with the required quality. The Quality assurance check list below shall be used as a minimum guideline:

(i) Excavations shall be as per the dimensions specified on the drawings and bill of quantities (testing/verification type: visual inspection and measuring);

(ii) Bedding material: selected granular material shall be as described under item 3.1 of SANS 1200 LB, while selected fill material shall be as described under item 3.2 of SANS 1200 LB (testing/verification type: visual inspection);

(iii) Compaction (bedding & backfilling): trenches shall be backfilled in layers of thickness (after compaction) not exceeding 150mm, and the material shall be compacted to 95% of modified AASHTO maximum density, of which minimum three (3) tests are required per request (testing/verification: visual inspection, laboratory DCP Tests, Troxler testing);

2.1.22. Disposal of Excess or Spoil Material and Waste

Any excess, unwanted rubble and unsuitable materials and waste shall be removed from site and be dumped only at the settlement's dumpsite or at an approved disposal site arranged beforehand with the Project Manager. All material spoiled on site needs to be levelled according to the levels provided in the

drawings or by the Project Manager. Good quality surplus material obtained from onsite excavations and not used as selected fill upon instruction to do so can be spread on site upon approval of the Project Manager. All costs related to the disposal of unwanted rubble and waste shall be deemed to be included in the Bill of Quantities.

2.1.23. Labour Requirements and Safety of Workmen

The works shall be carried out in accordance with the requirements of all relevant Government Acts and Regulations. The Contractor shall supply all site employees with appropriate safety gear in terms of the requirements of existing Labour Regulations. The Contractor shall train these employees in the correct and applicable use of the personal protective gear and enforce the use of such. The Contractor shall take precautions to ensure the safety of his employees and other persons on the site of the works. All precautions shall be taken to protect workmen from dangers whilst carrying out duties. Trenches shall in every way be kept safe for persons working therein.

2.1.24. Maximising the Use of Labour

Otjozondjupa Regional Council intends to contribute towards the reduction of unemployment in Namibia. In order to create employment opportunities, it is recommended that the Contractor shall optimise the use of labour, including local labourers without unduly raising the cost of the contract. The Contractor shall make use of labour, instead of construction plant and equipment, wherever is reasonably possible.

2.1.25. Dayworks

Dayworks shall be applicable on the situations such as of unpredictable works, additional tasks, and adjustment in project requirements. The Contractor shall tender the rates applicable to dayworks, as provided for in the Bill of Quantities. The amount of daywork that is already provided in the bill of quantities must be included in the "Sum of Bill of Quantities". These rates are for the labour, materials, and equipment to be deemed necessary by the Project Manager. If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given instructions in advance for additional work to be paid for in that way. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form of the work done shall be verified and signed by the Project Manager. The Contractor shall only be paid for Dayworks subject to obtaining signed Dayworks forms. Hourly rates for transport and equipment shall apply to the actual number of hours for which the vehicles or equipment are required for a specific item of work, including travelling time if applicable. The cost of materials used and paid for by the Contractor, as authorised by the Project Manager, shall be reimbursed at net cost, exclusive of Value Added Tax (VAT), plus the percentage as tendered for the Contractor's overhead charges and profit. The Contractor shall maintain a hard cover duplicate book on site for the purposes of recording dayworks. The Contractor shall record the total time or quantities claimed under each relevant item of the Bill of Quantities and shall ensure that the total times or quantities claimed are agreed and signed by the Project Manager, and the Contractor or a duly representative on site. The Contractor shall not claim daywork for any work which the Project Manager has not agreed to in writing.

2.1.26. Drawings

All information in the possession of the Contractor that is required by the Project Manager such as the as-built drawings must be submitted to the Project Manager before a certificate of completion is issued. Only figured dimensions shall be used and drawings shall not be scaled unless required by the Project Manager. The drawings listed in these documents show generally the character and extent of the proposed works, but they shall not necessarily be held as describing all or every portion of the works to be executed. The Project Manager will provide the dimensions that may have been omitted from the drawings. Additional and detailed drawings if required shall be furnished by the Project Manager from time to time as the work proceeds and as required.

2.1.27. Notices, Signs, Barricades and Advertisements

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract to safeguard the works and public. Notices, signs and barricades as well as advertisements may be used only

if approved by the Project Manager. The Contractor shall be responsible for the supply, erection and maintenance and removal of the road signage, and the costs of these shall be deemed to be included in the Contractor's tendered rates. The Project Manager has the right to have any sign, notice or advertisement moved to another position, should they in any way prove to be unsatisfactory, inconvenient or dangerous to the general public. Such barricades shall be provided at the Contractor's own expense.

2.1.28. Information Supplied by Employer

Certain information contained in these documents or provided separately by Otjozondjupa Regional Council is being offered in good faith. However, no guarantee can be given that all the information supplied is correct or representative. Errors may be part of the information, and the Contractor shall confirm with the Project Manager, the information supplied before commencing with the construction. The Employer accepts no liability for the correctness or otherwise information supplied or for any resulting damages, whether direct or consequential, should it prove that during the course of the Contract that information supplied is incorrect or not representative. Any reliance placed by the bidder on this information shall be at the Contractor's own risk.

2.1.29. Site Meetings

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

2.1.30. Rainfall Recording

Before the commencement of the permanent works, the Contractor shall, at his cost, provide and erect an approved rain gauging apparatus at an approved place on the site of works. The Contractor shall at his cost also take the necessary measures to ensure that access to the said apparatus can be controlled by the Project Manager or by an approved observer, as the case may be, who shall both and simultaneously record on each working day the rain gaugings. The said gaugings shall be the only and actual recorded rainfall for the Contract.

2.1.31. Inspection by Project Manager during Execution of Works

No portion of the work shall be proceeded with until the Project Manager has examined and approved the previous stage. If any work is covered or hidden from view before the Project Manager has inspected the work, the Contractor shall at his own cost, expose the covered or hidden work for inspection purpose. The Contractor shall also be responsible for making good any work damaged during the uncovering.

2.1.32. Payment Clauses

SANS 1200, payment clauses not shown in the Bill of Quantities will not be applicable to this contract. Only payment clauses shown in the Bill of Quantities will prevail and the Contractor must make provision of his rates to cover all incidentals required as per the drawings and specifications to perform and complete all the tasks required to the satisfaction of the Project Manager. The quantities indicated in the Bill of Quantities are just estimates of the work, therefore, the Contractor shall only be paid for the actual quantities worked/covered, as measured in accordance with the specifications, and the quantities and rates specified in the Bill of Quantities.

2.1.33. Completion of the Works

The Contractor will be required to test the works as specified in the Project Specifications. A Certificate of Practical Completion will only be issued when all sections have been successfully completed, identified defects have been corrected, and the test results, including As-Built Drawings and Land Surveyor's Certificate if required, have been submitted to and accepted by the Project Manager.

2.1.34. Taking Over

Before the Employer takes over the site after the completion of the works, an inspection will be made by the Project Manager and if necessary, a snag list prepared for correction. Only on completion of the snag

list will the work be certified satisfactory for handing over to the Employer, and a Certificate of Completion will be issued to the Contractor. The defects liability period as specified under Section VII: Special Conditions of Contract will be applicable to this Contract.

2.1.35. Copyright

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

2.2. PART 2: STANDARD SPECIFICATIONS APPLICABLE TO THIS CONTRACT.

2.2.1. The applicable standard specifications for this Contract shall be ‘Standardized Specification for Civil Engineering Construction, SANS 1200, 1986 of the South African Bureau of Standards’.

2.2.2. Although not bound in or issued with this document, the following sections or editions of the SANS 1200 shall be applicable: SANS 1200A; 1200C; 1200D; 1200DB; 1200DK; SANS 1200G; 1200 HC; 1200GA; 1200L; 1200LB; 1200LD; 1200LE; 1200LF. And works must be done according to the SANS 10400-2010 code of practice.

2.2.3. The contractor shall obtain its own copy or document of these standard specifications.

2.2.4. Equivalency of Standards and Codes:

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

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

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

2.2.6. Amendments to Specifications

The Clauses of the Project Specifications below are lettered ‘PS’ followed by a number corresponding to the number of the relevant clause SANS 1200 standard specifications. The number of a new clause which does not form part of a clause in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

The term ‘Schedule of Quantities’ must be replaced by ‘Bills of Quantities’ wherever they appear in these standardised specifications.

Any reference to SANS should be interpreted as a reference to SANS. Where any amendment is made to any specification, the amendment shall apply to all specifications.

PSAA PRELIMINARY AND GENERAL (Small works)

PSAA 8.3.1 Fixed Preliminary and General Charges:

Add the following to the clause:

No time related items will be included for the said works. All costs relating to the Contractor’s expenses and operational costs are to be included in the fixed amount. The Contractor shall be eligible to claim the

percentage of the said total, equivalent to the percentage progress of work achieved until completion of the works.

PSAA 8.3.4 Removal of Site Establishment

Add the following Subclause to 8.3.4:

Payment for this item will only be made once the site is trimmed and finished to the satisfaction of the Project Manager.

PSAA 8.8 TEMPORARY WORKS

PSAA 8.8.2 Dealing with Traffic:

Add the following to the clause:

The Contractor shall liaise and co-operate with the relevant Traffic Law Enforcement Authorities and Engineers Representatives wherever the Works affect existing roads. The Contractor shall provide and maintain, in proper condition, all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow routes to erven and access. Closing of roads shall only be considered if discussed and approved by the Project Manager. Traffic signs and the control of traffic shall be in accordance with either the South African (1982) or Namibian Road Traffic Signs Manual.

PSAA 8.8.4 Existing Services:

The unit of measurement to expose existing services shall be the cubic meter (m³) of material excavated in accordance with authorised dimensions, measured in place before excavation. The tendered rate shall include full compensation for the exposure, excavation, backfilling, watering and compact the backfill to at least the same density as the in-situ material before excavation. Exposed services shall be protected accordingly from damage by appropriate measures by the Contractor.

PSA 8.8.5 Cost of Survey in Terms of the Land Survey Act

Setting out of works shall not be paid separately. The Contractor must make provision of his rate for this work in the Bill of Quantities.

PSC 8.2.1.2 Clear and Grub areas:

The unit of measurement shall be the number of trees on the area planned for the construction of the landfill cell. The tendered rate shall cover the cost of all material, equipment and labour necessary to remove all vegetation, obstructions and trees with a girth up to 500mm as instructed by the Project Manager. The rate should include cutting into smaller pieces, loading, transporting and disposing of all materials as instructed by Project Manager to the disposal site pointed out by Otjozondjupa Regional Council.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 3.1 Classification for Excavation Purposes

The Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall selectively remove and separate the sandy material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Project Manager.

All material shall be considered as per the provision on the bill of quantities, unless agreed and approved otherwise in writing with the Project Manager prior to excavation taking place.

Material which, in terms of Sub-Clause 6.2 of SANS 1200 D or Sub-Clause 6.1 of SANS 1200 LD is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as “unsuitable” material and, if so ordered by the Project Manager, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use. When preparing his programme and construction methods,

the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use.

Add the following:

PSDB 3.1.1 Classes of Excavation

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

- a) **Soft Excavation:** Soft excavation shall be excavation in material that can be efficiently removed or loaded, without the use of pneumatic tools. Soft excavation shall also include excavation in material that can be efficiently removed by a tractor loader backhoe of flywheel power approximately 0.1 kW per millimetre of tined-bucket width.
- b) **Hard Rock Excavation:** Hard rock excavation shall be excavation in material that can only be efficiently removed with the use of pneumatic equipment, controlled blasting, wedging or splitting.

It is the Contractor's obligation to notify the Project Manager in writing whenever the material encountered which in the Contractor's opinion is to be classified other than soft excavation. The Project Manager must then classify the material prior to the excavation process.

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

PSDB 3.4 Selected Fill Material

Add the following to this clause:

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

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

PSDB 3.5 Backfill Material

Add the following to Sub-Clause 3.5 a):

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

Add the following to Sub-Clause 3.5 b):

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

PSDB 8.1 Construction of Embankments (New Clause)

Construction of fill platform and embankments shall be as per the drawings and the instruction of the Project Manager. The contractor should ensure that the unit rate tendered shall be inclusive of all works and costs required for the construction of embankments, loading and transport of fill material from the stockpiles or borrow pits on site, the placement of the material in the required fill areas, and compaction in layers not exceeding 150 mm to 95% Modified AASHTO density, as well as shaping and trimming of embankment sides, as directed by the Project Manager.

Where embankments are to be constructed with boulder material, embankments are to be laid and compacted in layers (specified by the Project Manager in writing) and boulders of diameter greater than

the layer thickness are to be removed before compaction. The cost for this exercise is deemed to be included in the tendered rates of backfilling.

3. Drawings

The following drawings are applicable to this bid:

Drawing No.	Drawing Title
LD-01	Site Layout
LD-02	Setting Out Layout (Construction Drawing)
LD-03	Name Board (Construction Drawing)
LD-04	Landfill Design (Construction Drawing)

Note: Construction drawings shall be clarified and issued to the successful bidder at the signing of the contract.

Project:
CONSTRUCTION OF LANDFILL IN OKANDJIRA SETTLEMENT (PHASE 1) – (W/RFC/OTIRC-04/2024/2025)

Notes:

- No part of this drawing must be scaled.
- All dimensions must be checked with supervising Project Manager before any work commences on the site.
- All discrepancies must be reported immediately to Project Manager.
- All works to be compliant with the SANS 10400-2010 standards.
- Contractor to protect all existing services and structures against any damage.
- All excavations to be approved by Project Manager prior to completion.
- Except where otherwise indicated all given levels are unfinished levels.

Client:
 OTJZONDJUPA REGIONAL COUNCIL
 P O BOX 1882
 OTJWARONGO,
 NAMIBIA

PROJECT MANAGER

Designed & Drawn by:
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INFORMATION: PLANNING & DEVELOPMENT SERVICES

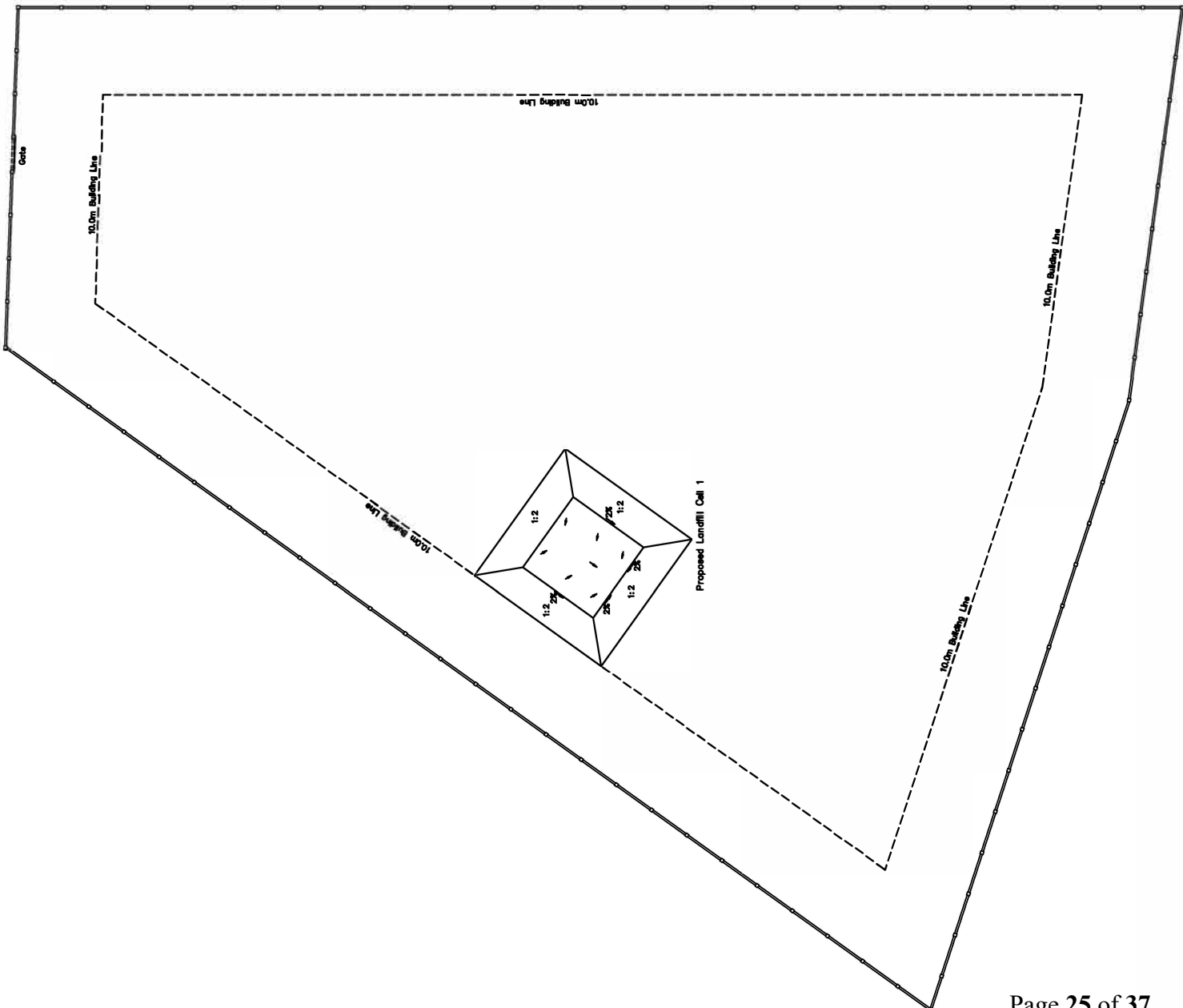
Drawing Title:
 LANDFILL SITE LAYOUT

Date: 06 DECEMBER 2024 **Scale:** AS SHOWN

Drawing No.: LD-01 **Revision:** A

Checked: SSN **Date:** 06 DECEMBER 2024

NO	DATE	DESCRIPTION	INITIAL
A	06/12/2024	For Procurement Purpose Only	SSN



LANDFILL LEGEND

- Boundary Wall Existing
- Landfill Cell Proposed

**OKANDJIRA
 LANDFILL SITE LAYOUT
 Scale 1:700**

SECTION IV: PRICED BILL OF QUANTITIES

Procurement Reference Number: **W/RFQ/OTRC-04/2024/2025**

PREAMBLE TO BILL OF QUANTITIES

1. This Bill of Quantities forms part of, and must be read in conjunction with the General Conditions of Contract, Special Conditions of the Contract, the Project Specifications, and the Drawings.
2. The Bidder shall insert his/her rates and total prices for each item listed below, including the profits thereon, off-cuts, wastage and everything necessary for the completion of that item. VAT shall be indicated separately in the VAT column.
3. The bidder is at liberty to insert a rate of his own for each item in the bill and such prices and rates shall cover all costs and expenses required for the construction of the project including the risks, liabilities and obligations set forth in the document on which the bid is based.
4. 'Material' Rate shall include the supply of all items of material to the site including all incidentals necessary for the completion of each item, plus the profit thereon. VAT shall be indicated separately in the VAT column.
5. 'Labour' Rate shall include the cost of all labour, both skilled and unskilled, plus supervision and profit, required to complete the installation of all material covered by each item. VAT shall be indicated separately in the VAT column.
6. For "Rate Only" items, the quoted rate shall apply in the event of work under this item being required. The Bidder shall however note that in terms of the Bid Data the Bidder may be asked to reconsider any such rates which the Employer may regard as unbalanced.
7. The hyphen - sign is used in the "Quantity" column to indicate that quantities of such items cannot be determined at the stage of bidding. Thus, the bidder shall only provide his rate for such items, in case the items would be required.
8. A Bid may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are unreasonable or out of proportion in the opinion of the Employer, and if the Bidder fails to adjust the unit rates or lump sums for such items within a period of 7 days of having been notified in writing by the Employer to make such adjustments.
9. Only major items have been scheduled, but the required work shall be carried out completely by the Contractor, whether specified in detail or not. The amount of work or the quantities of materials stated in the Bill of Quantities shall not restrict or extend the amount of work to be done or the quantities of materials to be supplied by the Contractor. No extra price will be considered for the provision thereof, unless detailed in writing by the Contractor, in a cover letter submitted with his offer.
10. All items in the Bill of Quantities are deemed to include supply, installation and connection where appropriate, unless stated to the contrary.
11. Bidders are advised to check their item extensions and total additions since no claim for mathematical errors will be considered.
12. The quantities shown in the bill below are approximates, meaning payment to Contractor shall strictly be for the work completed.
13. The quantities of materials or the amount of work listed in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order materials or to execute work. The Contractor shall obtain the Project Manager's instructions and/or construction drawings for all work before ordering any materials, executing work or making necessary arrangements accordingly.
14. Contingencies and each Provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions, and the Contract Amount shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Contingencies/Provisional Sum relates, as the Project Manager shall have instructed.
15. During the execution of the works, the Employer reserves the right to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

16. Bidder must use black ink to insert rates and changes will only be acceptable if the original rates are crossed out, new rate is indicated next to it, and bidder has signed next to the change made.
17. The rates that the bidders do not wish to complete must be indicated with NIL.
18. If the Bidder omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.
19. Currency of Bid: Namibian Dollars
20. Bidder must authorise the prices quoted by signing in the signature block below.
21. Completion of the Bill of Quantities below means that the bidder has done a market research on all required items and has familiarised himself with the site, and appropriate rates for the required works shall be inserted in the Bill of Quantities.
22. The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations used in the Bill of Quantities are:
 No. = number
 % = percent
 Sum = Lump sum
 PC sum = Prime cost sum
 Prov sum = Provisional sum

Item No	Brief Description of Works	Unit of Measure	Quantity	Rate (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1	Establishment, Operation and Maintenance of Site Facilities for Contractor				
1.1	Establishment of the Site Camp; Conference room (12m ²); including de-establishment upon completion	Sum	1		
1.2	Setting out of works (land surveying of 5 points in terms of Land Survey Act)	No.	6		
1.3	Protection of existing services & structures, and Site Safety, including notices or advertisements costs	Sum	1		
1.4	Living Accommodation including Per Diem costs	Sum	1		
1.5	Water, electricity and communication Services	Sum	1		
1.6	Name Board - one sided (2.2m × 2m)	Sum	1		
1.7	Tools and Equipment	Sum	1		
1.8	Ablution and latrine facilities	Sum	1		
1.9	Other contractual obligations, like health, environmental costs, etc.	Sum	1		
2	Site Clearing				
2.1	Clear, grub, load, haul, and dump trees from the site	No.	33		
2.2	Break, load, haul and dump unwanted rocks and waste materials from site to 200m located dumpsite, at completion of works, as instructed by the Project	m ³	409		

	Manager				
3	Extra Over Trench and Hole Excavations				
3.1	Hard rock excavation, including dewatering of trenches or holes <i>Note: Hard rock means any granite, quartzitic sandstone, slate and rock of similar or greater hardness which requires the use of jack hammers, or other pneumatic equipment to excavate.</i>	m ³	732		
3.2	Controlled Blasting for hardrock excavation of trenches and holes	m ³	1		Rate Only
4	Earth Filling Supplied & Compacted To 95% AASHTO Density by the Contractor				
4.1	Backfilling to trenches, compact to 95% Mod. AASHTO density and dispose surplus/unsuitable materials, including import to fill rate	m ³	87		
4.2	Backfilling to trenches and form embankments or berm as per drawings, shaped and compacted to 95% Mod. AASHTO density, including import to fill rate	m ³	264		
5	Dayworks				
5.1	Percentage add-on for material	%	-	%	Rate Only
5.2	Labour	hour	1		Rate Only
5.3	Construction Equipment (Use of any equipment such as excavator, TLB, Tipper truck, vehicle, etc.)	hour	1		Rate Only
5.4	Work under daywork rates when instructed by the Project Manager	Prov. Sum	1	As per Rates provided above	80,000.00 This amount must be included in the Sum of Bill of Quantities below
6	Quality Control				
6.1	Control Tests ordered by Project Manager	Sum	2		
6.2	As-Built Drawings	Sum	1		
				Sum of Bill of Quantities	
				10% Contingencies	
				Sub-Total Excluding VAT	

Enter 0% VAT rate if VAT exempt.

VAT (15%)	
Total Bid Price (N\$)	

Total Bid Price in Words:.....

Priced Bill of Quantities Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of the below mentioned company: _____		<i>Company seal / stamp</i>	

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **W/RFQ/OTRC-04/2024/2025**

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

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	Establishment, Operation and Maintenance of Site Facilities for Contractor		
1.1	Establishment of the Site Camp; Conference room (12m ²); including de-establishment upon completion		
1.2	Setting out of works (land surveying of 5 points in terms of Land Survey Act)		
1.3	Protection of existing services & structures, and Site Safety, including notices or advertisements costs		
1.4	Living Accommodation including Per Diem costs		
1.5	Water, electricity and communication Services		
1.6	Name Board - one sided (2.2m × 2m)		
1.7	Tools and Equipment		
1.8	Ablution and latrine facilities		
1.9	Other contractual obligations, like health, environmental costs, etc.		
2	Site Clearing		
2.1	Clear, grub, load, haul, and dump trees from the site		
2.2	Break, load, haul and dump unwanted rocks and waste materials from site to 200m located dumpsite, at completion of works, as instructed by the Project Manager		
3	Extra Over Trench and Hole Excavations		
3.1	Hard rock excavation, including dewatering of trenches or holes <i>Note: Hard rock means any granite, quartzitic sandstone, slate and rock of similar or greater hardness which requires the use of jack hammers,</i>		

	<i>or other pneumatic equipment to excavate.</i>		
3.2	Controlled Blasting for hardrock excavation of trenches and holes		
4	Earth Filling Supplied & Compacted To 95% AASHTO Density by the Contractor		
4.1	Backfilling to trenches, compact to 95% Mod. AASHTO density and dispose surplus/unsuitable materials, including import to fill rate		
4.2	Backfilling to trenches and form embankments or berm as per drawings, shaped and compacted to 95% Mod. AASHTO density, including import to fill rate		
5	Dayworks		
5.1	Percentage add-on for material		
5.2	Labour		
5.3	Construction Equipment (Use of any equipment such as excavator, TLB, Tipper truck, vehicle, etc.)		
5.4	Work under daywork rates when instructed by the Project Manager		
6	Quality Control		
6.1	Control Tests ordered by Project Manager		
6.2	As-Built Drawings		

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of the below mentioned company: <hr/>		<i>Company seal / stamp</i>	

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works (Reference number: **W/RFQ/OTRC-04/2024/2025**), available on the website of the Otjozondjupa Regional Council at the following website link: https://otjozondjuparc.gov.na/downloads/-/document_library/xbkq/view/804148, except where modified by the Special Conditions of Contract in Section VII below.

SECTION VII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/OTRC-04/2024/2025**

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

GCC Clause Reference	Special Conditions
A. GENERAL	
Employer GCC 1.1(r)	Otjozondjupa Regional Council
Intended Completion Date GCC 1.1(v)	The intended Contract completion period is sixty (60) calendar days after the date of site handover.
Project Manager GCC 1.1(y)	The Project Manager is Mr. Sakaria S. N. Shidhika
Site GCC 1.1(aa)	The Site is located at: Okandjira Settlement, Otjozondjupa Region, as defined in Drawings Nos.: LD-01, LD-02, & LD-03
Start Date GCC 1.1(dd)	The Start Date shall be within: 7 days after signing of Contract Agreement by Contractor
The Works GCC 1.1(hh)	The Works consist of: Construction of Landfill in Okandjira Settlement (Phase 1)
Interpretation GCC 2.2	The project will be completed in the following sections: Construction of Landfill (Phase 1) shall be completed as a once off project.
Interpretation GCC2.3	The following additional documents shall form part of the contract: (a) Agreement, (b) Letter of Acceptance, (c) Contractor’s Bid, (d) Particular Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities and (i) any other documents forming part of Contract, such as the bidding forms, etc.

GCC Clause Reference	Special Conditions
Language and Law GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may not delegate his duties.
Communications GCC 6.1	All Communication shall be by letter or e-mail, with proof of receipt, which shall be sent: By the Contractor through the Project Manager to The Chief Regional Officer; Otjozondjupa Regional Council; P.O. Box 1682; Otjiwarongo, Or By Otjozondjupa Regional Council to the Contractor, on the address indicated on the first page of the Purchase Order/Letter of Acceptance.
Insurance GCC 13	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: (a) for the Works, Plant and Materials: Full Contract Amount plus 10%. (b) for loss or damage to Equipment: 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. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Contractor's own responsibility for an amount equivalent to 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. (d) for personal injury or death: (i) of the Contractor's employees: The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works (ii) of other people: This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives. (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable: shall be covered by insurance for the Works, Plant and Materials indicated above.

GCC Clause Reference	Special Conditions
	<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>
<p>Site Data GCC 14.1</p>	<p>In addition to the site data on the drawings, the Bidders are strongly advised to visit the site and acquaint himself with the site conditions.</p> <p>The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions, or alignment of the Works.</p> <p>If the Contractor suffers delay and/or incurs cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or cost, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 41.1 to:</p> <p>(i) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 26; and</p> <p>(ii) payment of any such cost, plus profit, which shall be included in the Contract Amount and Final Account.</p> <p>After receiving this notice, the Project Manager shall proceed in accordance with GCC Sub-clause 4.1 to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.</p> <p>The area of the works to be occupied by the Contractor, any restriction on the area and the limit of access or exit will be pointed out to the Contractor by the Project Manager on handing over of the Site.</p> <p>The Contractor must have the positions of services and structures on the drawings as confirmed by the Project Manager. The location of existing services and structures are shown at their approximate positions on the Drawings. However, it is the responsibility of the Contractor to find the exact position of existing services.</p>
<p>Possession of the Site GCC 20</p>	<p>The possession of site shall be seven (7) days after signing of the Contract.</p>
<p>Procedure for Disputes GCC 24</p>	<p>No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.</p>
<p>B. TIME CONTROL</p>	
<p>Program GCC 25.1</p>	<p>The Contractor shall submit for approval a Program for the Works within seven (7) days from the date of the site handover.</p>

GCC Clause Reference	Special Conditions
GCC 25.3 Program Updates	The period between Program updates is thirty (30) calendar days or unless otherwise instructed by the Project Manager. A penalty fee of N\$ 5,000.00 (excl. VAT) will be deducted from the next payment certificate of the Contractor for late submission of an updated program.
Defects Liability Period GCC 33.1	The Defects Liability Period is six (6) months from the practical completion date.
C. COST CONTROL	
Payment Certificates GCC 39.1	Interim Payment Certificates shall be submitted for works completed, and the Project Manager shall certify the amount to be paid to the Contractor.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within thirty (30) days of receipt by the Employer of a Tax invoice, supported by the certified payment certificate/voucher.
Adverse weather Conditions GCC 41.1 (I)	<p>Adverse weather conditions will be determined at each occurrence and will be confirmed within twenty-four (24) hours of occurrence with the Project Manager. The meaning of “adverse weather conditions” will be deemed to be the weather which is not only extreme or severe but exceeding that which, on evidence of past years, could be reasonably not have been expected.</p> <p>The Contractor is expected to always have a rain gauge on site during the duration of Contract. In the case of excessive rain, readings will be compared with the local meteorological data for verification.</p> <p>The Contractor is, in addition to the above, to make allowance for normal vagaries of the weather (e.g. rainfall, wind, etc.) in his program of works.</p>
Price Adjustment GCC 44	The Contract is not subject to price adjustment. The Bidder must therefore allow for any future escalations in pricing.
Retention GCC 45	<p>The portion to be retained from each payment is 10% of the value of the Works and Materials.</p> <p>Half of the retention money will be released upon issuing of a Practical Completion Certificate to the Contractor, and the remaining half shall be released after the Defects Liability Period, subject to the Contractor making good all defects as approved by the Project Manager, and upon being issued a Defects Liability Certificate/Completion Certificate.</p>
Liquidated Damages GCC 46	The liquidated damages for the whole of the Works are 0.05% of Contract Amount per calendar day. The maximum amount of liquidated damages for the whole of the Works is 5% of the Contract Amount.
Bonus GCC 47	Bonus payments are not applicable under this Contract.
Advance Payment GCC 48.1	Advance payments are not applicable under this Contract.
Performance Security GCC 49.1	No Performance Security is required.

GCC Clause Reference	Special Conditions
Dayworks GCC 50	<p>(i) For work of a minor or incidental nature, the Project Manager may instruct that a variation shall be executed on a dayworks basis. The work shall then be valued in accordance with the rates tendered for Dayworks, and the following procedure shall apply.</p> <p>(ii) Before ordering any goods for the work, the Contractor shall submit quotations to the Project Manager. When applying payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any goods.</p> <p>(iii) The Contractor shall then deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:</p> <ul style="list-style-type: none"> (a) the names, occupations and time of Contractor's personnel (b) the identification, type and time of Contractor's equipment and temporary works (c) the quantities and types of plant and materials used <p>(iv) One copy of each statement will, if correct or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager, prior to their inclusion in the next Payment Certificates.</p>
D. FINISHING THE CONTRACT	
Operating and Maintenance Manuals GCC 56	<p>"As built" drawings/records, as agreed with the Project Manager, are required, and shall be submitted within a period of 14 calendar days after practical completion date by the Contractor to the Project Manager for approval.</p> <p>Failure by Contractor to submit "As built" drawings within the stipulated period means that the Contractor's invoice/claim at practical completion will not be paid, and the Completion Certificate will not be issued to the Contractor until "As built" drawings are submitted.</p> <p>And if the Contractor submits the "As built" drawings after 14 days, a penalty of 5% of remaining amount per day shall automatically apply.</p>
Payment upon Termination GCC 59.1	<p>The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works is 10%.</p>

QUOTATION CHECKLIST

Procurement Reference No: W/RFQ/OTRC-04/2024/2025

This Checklist provides a list of some documents required from the bidders, and it shall be completed by the bidder by means of a tick symbol in the appropriate box.

Description	Attached	Not Attached
Original bid document issued by the Otjozondjupa Regional Council		
Quotation letter		
Priced Bill of Quantities		
Specification and Compliance Sheet		
Founding Statement or Company Registration Certificate		
Good Standing Tax Certificate		
Good Standing Social Security Tax Certificate		
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		
Bid Securing Declaration		
Written Undertaking in terms of Section 138 of the Labour Act, 2015		
Other required documents such as qualifications, Identity, and CVs of bidder/owner and key proposed personnel; equipment ownership proof or hire letter if applicable; proof of experiences; bidding forms and any other attachments as deemed appropriate or required in the bidding document.		

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