



# **Otjozondjupa Regional Council**



Tel: 067-303702  
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P.O. Box  
Otjiwarongo,  
Namibia

## **INVITATION FOR BID**

### **CONSTRUCTION OF OKONDJATU SETTLEMENT OFFICE IN OKONDJATU SETTLEMENT**

**Procurement Reference No: W/ONB/OTRC-09/2025/2026**

**Tel: (+264) 67 303 702  
Fax: (+264) 67 302 760**

**Issued on: Monday, 18 August 2025**

**Compulsory Site Visit: Friday, 29 August 2025 @11H00 AM**

**Closing date & Time: Tuesday, 30 September 2025 @11H00 AM**

**Cost: N\$100.00 (Non-refundable)**

<b>NAME OF BIDDER:</b>	
<b>BID AMOUNT (Excluding VAT):</b>	
<b>BID AMOUNT (Including VAT):</b>	
<b>SIGNATURE OF BIDDER</b>	

## Letter of Invitation

W/ONB/OTRC-09/2025/2026

14 August 2025

Dear Sir/Madam

### Invitation for Bids for:

### CONSTRUCTION OF OKONDJATU SETTLEMENT OFFICE

The Otjozondjupa Regional Council invites you to submit your best bid for the works described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document.

#### The purpose of the assignment is as follows:

- a) To provide Construction Works for Okondjatu Settlement Office in Okakarara Constituency.

Queries if any, should be addressed to:

Ms. H.I Kalumbu: [hkalumbu@otjozondjuparc.gov.na](mailto:hkalumbu@otjozondjuparc.gov.na) or

Mr. Sakaria S. N. Shidhika: [sshidhika@otjozondjuparc.gov.na](mailto:sshidhika@otjozondjuparc.gov.na)

Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.

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

Yours faithfully,



Mrs. S.M.K Tuahuku

Head of Procurement Management



# SECTION I: INSTRUCTIONS TO BIDDERS

## 1. Rights of Public Entity

The Otjozondjupa Regional Council reserves the right:

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

## 2. Preparation of Bids

You are requested to bid for the items mentioned in this document by completing, signing and returning:

- (a) the Bid Letter in Section II with its annex for Bid Securing Declaration; and
- (b) a priced Pricing Schedule in Section III;
- (c) the Specifications and Compliance Sheet in Section III; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Invitation for Bid document, including the Special Conditions of Contract in Section VI, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

## 3. Compulsory Site Visit

Bidders are required to attend the compulsory site visit in order to understand the scope of work better and familiarise themselves with the site. The Compulsory site visit shall take place as scheduled below:

**Date:** 29 August 2025

**Time:** 11h00 a.m

**Place:** Okondjatu Settlement, Otjozondjupa Region (the venue is Okondjatu Settlement Office).

The Bidders shall make sure that they sign/register their attendances in the Attendance Register to be provided on the site by the Employer/Client's representative, before leaving the site.

The Original Site Visit Attendance Certificates to prove Bidder's attendance shall be issued to the Bidders on the site immediately after the attendance registration.

## 4. Validity of Bids

The bid validity period shall be **180 days** from the date of bid submission deadline.

## 5. Eligibility Criteria

To be eligible to participate in this bidding exercise, you should meet all of the requirements as set out in Table 1 under section 18 of this request for bid.

## 6. Bid Securing Declaration

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

## **7. Works Completion Period**

The completion period for works shall be **five (5) months after** acceptance and issue of award letter. Deviation in completion period shall be considered if such deviation is reasonable.

## **8. Sealing and Marking of Bids**

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

## **9. Submission of Bids**

Bids should be deposited in the Bid Box located at:

**Otjozondjupa Regional Council (Head Office)  
Procurement Section, Ground Floor (Block B)  
P.O Box 1682  
Henk Willems Street  
Otjiwarongo**

Not later than **Friday, 26 September 2025 @11H00 AM**. Bids by post or hand delivered should reach the same address by the same date and time at latest. Late bids will be rejected. Bids received by e-mail will not be considered.

The bid shall be submitted in **one (1) Original** and **one (1) Copy**.

## **10. Bid Opening**

Bids will be opened by the Public Entity at Otjozondjupa Regional Council on **Friday, 26 September 2025, at 11H00 AM**. Bidders or their representatives may attend the Bid Opening if they choose to do so.

## **11. Evaluation of Bids**

The Otjozondjupa Regional Council shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

## **12. Technical Compliance**

The specifications have to be met, but no credit will be given for exceeding the specifications.

## **13. Prices and Currency of Payment**

Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

Bids 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.

#### **14. Award of Contract**

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract and the General Conditions of Contract.

#### **15. Performance Security**

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of *10%* of the contract price.

#### **16. Notification of Award and Debriefing**

The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount within seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

#### **17. Terms of Reference**

##### **Background and Description of services:**

Otjzondjupa Regional Council as per their Financial Year Budget Allocation has allocated funds for the Construction of Okondjatu Settlement Office in Okakarara Constituency.

Therefore, the purpose of this bid is to **appoint a Firm (The Contractor)**, on a **fixed cost basis**, to provide construction services, for a settlement Office in Okondjatu Office.

##### **Appointment and Delivery Period**

1. The deliverables shall be submitted to **Otjzondjupa Regional Council** within **five (5) - months period** after the date of contract signing.
2. A penalty of **N\$5,000.00** will be deducted **per day** from the agreed fee for delay.

##### **Fees and Payment of Fees**

1. The Bidder is to submit a **firm and fixed offer** for the services required based on the information given.
2. Bidder is required to prepare a **payment schedule** based on the **delivery of required deliverables**.

##### **Deliverables**

1. Construction of Okondjatu Settlement Office as specified in the relevant drawings which are attached at the end of this bidding document, as well as the schedule of quantities attached to this request for quotation.

## 18. Evaluation Criteria

This section contains supplementary criteria that the Employer shall use to evaluate quotations.

The Employer reserves the right to check the information provided by the bidders. In the event that the bidder supplied wrong information, the Employer reserves the right to reject the quotation.

### a) Evaluation Methodology

In addition to the criteria listed in ITB4, the following criteria shall apply:

### b) Request for Bid

This bid is in terms of the **National Bidding Procurement Act and in terms of Clause 32** is limited to the following:

1. Readily available commercial standard goods not specially manufactured to the specifications of the public entity;
2. Small services; or
3. Small works

If the estimated value of work does not exceed the prescribed threshold.

### c) Range of Bid

Bids that fall within a range of 10% below or 5% above the **Standard Benchmark Price**, including provisional sums, contingencies, escalation, and VAT, will be considered for award.

**d)** Bid prices that fall outside of this acceptable range shall not be considered for award and such bidders shall consequently not be adjudicated.

The **Standard Benchmark Price** is computed as follows:

A = Employer's Market Related Estimate/Budget

B = 
$$\frac{T_1 + T_2 + \dots + T_n}{n}$$

(where T is the corrected / arithmetic bid amount of the responsive bidders falling within 10% below and 5% above A)

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

**d) Margin of Preference is not applicable.**

**e) Evaluation Criteria**

Bids will be evaluated based on Eligibility Criteria, Technical & Financial Evaluations, and Total Cost of Bid. **The lowest responsive Bid which falls within the acceptable range will be selected to execute the work.** In the case where another section of this bidding document contradicts an item in the following evaluation criteria, **the evaluation criteria shall hold preference.**

**f) STAGE 1 - Mandatory Documents / Eligibility Criteria**

The following table (**Table 1**) illustrates all the mandatory documentation that needs to be attached to the bid. The bidders are required to meet the requirements for each item listed in the table below. Failure to meet the requirements in Table 1 shall lead to automatic disqualification.

**Table 1 – Preliminary Examination of Bids / Mandatory Documents**

<b>Document:</b>	<b>Y</b>	<b>N</b>
Submit, duly fill in, sign, and stamp the <b>bid submission form</b> with a bid validity period of at least <b>180 calendar days</b> .		
<ul style="list-style-type: none"> <li>• Completed the Bid Document:</li> <li>• All pages <b>Initialled</b></li> <li>• Bid Document Completed in <b>English</b>.</li> <li>• Bid Document Completed in <b>Black Ink only</b>.</li> </ul>		
Attach proof of purchase, <b>Receipt</b> or invoice for purchasing the Bidding document.		
Has the bidder offered a bid validity period of <b>180 calendar days</b>		
Attach valid certified copy of <b>Company registration</b> certificate / Founding Statement with Certified <b>ID</b> copy/copies of all the members of the Company (shareholders).		
Attach original valid or certified copy of <b>good standing Tax Certificate</b> with Namibia Revenue Agency or any other equivalent organization.		
Submitted a valid certified copy of Certificate indicating SME Status. <i>Take note: this requirement is only applicable to SMEs.</i>		
Attach original valid or copy of good <b>standing Certificate with the Social Security Commission</b> of Namibia clearly indicating the correct procurement reference number for this project, which is: <b>W/ONB/OTRC-09/2025/2026</b> .		
Attach a valid certified copy of <b>Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner</b> that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998		

Attach a duly completed, signed, and stamped letter of <b>written undertaking</b> as contemplated in section 138(2) of the Labour Act, 2007.		
Attach a duly completed, signed, and stamped <b>Bid-Securing Declaration Form</b> .		
<p>A <b>Letter of Intent</b> for the provision of a <b>Performance Guarantee of at least 10%</b> of the bid amount from one of the following Commercial Banks:</p> <ul style="list-style-type: none"> <li>• First National Bank Namibia Ltd.</li> <li>• Nedbank Namibia Ltd.</li> <li>• Standard Bank Namibia Ltd.</li> <li>• Trustco Bank Namibia Ltd.</li> <li>• Banco Atlantico (branch of foreign banking institution)</li> <li>• Bank BIC Namibia Ltd.</li> <li>• Letshego Bank Namibia Ltd</li> <li>• Bank Windhoek</li> <li>• Development Bank of Namibia</li> </ul>		
<p>Attach Proof of <b>Line of Credit</b> of at least <b>N\$ 50,000.00</b> from one of the following Commercial Banks:</p> <ul style="list-style-type: none"> <li>• First National Bank Namibia Ltd.</li> <li>• Nedbank Namibia Ltd.</li> <li>• Standard Bank Namibia Ltd.</li> <li>• Trustco Bank Namibia Ltd.</li> <li>• Banco Atlantico (branch of foreign banking institution)</li> <li>• Bank BIC Namibia Ltd.</li> <li>• Letshego Bank Namibia Ltd</li> <li>• Bank Windhoek</li> <li>• Development Bank of Namibia</li> </ul>		

**Table 2 – TECHNICAL EVALUATION CRITERIA**

<b>Document:</b>	<b>Y</b>	<b>N</b>
Has the Bidder Submitted all Curriculum Vitae (CVs) and consent letters of all personnel/employees dedicated to this project, i.e. Contracts Manager, Site Agent/Engineer, Land Surveyor, and Plumber?		
Has the Bidder Submitted a list of General Civil Works construction completed by the contractor over the last five (5) years with an accumulative financial amount of N\$ 1 000 000.00?		
Has the Bidder Submitted a list of minimum 1 in similar work (Construction of Building) completed by the contractor over the last five (5) years with a minimum project value of N\$ 1 000 000.00?		

If any of the documents in **Table 2** are not included in the Bidder’s final bid, then the quotation will be deemed unresponsive, and will not be considered for further evaluation.

**g) STAGE 2 - Technical Evaluation**

All the responsive Bids which passed **stage 1** will then move on to **Stage 2** where their technical responsiveness will be determined.

The table (**Table 3**) below illustrates the grading method for this Technical Evaluation. Only Bids which score **80% or Higher** in the Technical Evaluation will be deemed Technically responsive, thus moving on to **Stage 3 – Arithmetic Check**.

**Table 3 – TECHNICAL EVALUATION**

ITEM	MAX. POINTS
<b>Relevant Firm Experience:</b>	<b>40</b>
Number of similar projects (Construction of Building) completed within the <b>last 10 years:</b> <b>4 or more projects</b> <b>3 projects</b> <b>2 or more projects</b> <b>1 project</b>	 40 30 20 10
<b>BIDDER TO ATTACH CERTIFIED COMPLETION CERTIFICATES FROM PRINCIPAL AGENT.</b>	
<i>Note: Reference letters and Completion Certificates must indicate the description of works, services provided, contract period (start to end), and contract amount. Only completed projects will be considered.</i>	
<b>Relevant Staff and Experience:</b>	<b>40</b>
<b>Site Agent/Engineer:</b> Qualified personnel with <b>5 years of working experience</b> as a Site Agent in similar Civil projects. ( <b>Civil Engineering or Construction Management Certificate – NQF Level 6 or Higher</b> ).	10
<b>Electrician:</b> Qualified professional with <b>5 years of working experience</b> as an electrician in similar projects with a valid wireman’s license. (in <b>Electrical General – Level 3 or Higher</b> ).	10
<b>General Foreman:</b> Qualified professional with <b>5 years of working experience</b> as a General Foreman in projects of similar size and complexity. ( <b>Civil Engineering or Construction Management Certificate – NQF Level 3 or Higher</b> ).	5

<p><b>Plumber:</b>  <b>Qualified professional with 3 years of working experience as a Plumber in a project of similar size and complexity. (Plumbing and Pipe Fitting - NQF Level 3 or Higher).</b></p>	5
<p><b>Health and Safety Officer:</b>  <b>Qualified professional with 5 years of working experience as a Health and Safety Officer in projects of similar size and complexity. (Certificate or Higher in Environmental Sciences or related fields).</b></p>	5
<p><b>CVs, QUALIFICATIONS, AND LETTERS OF INTENT TO BE PROVIDED AND SIGNED BY EACH STAFF MEMBER.</b></p>	5
<p><b>Plant Capacity:</b></p>	<b>20</b>
<ul style="list-style-type: none"> <li>• Jack hammer</li> <li>• Plate Compactor and Concrete Mixer</li> <li>• Tractor Loader Backhoe (TLB)</li> <li>• Pick-up Truck</li> </ul>	5
<p><b>PROOF OF OWNERSHIP / PROOF OF HIRING TO BE ATTACHED.</b></p>	5
<b>Total:</b>	<b>100</b>

At this point, all Bids which are evaluated **at less than 70% will be deemed Technically non-responsive** and will not be considered for further evaluation.

**h) STAGE 3 – ARITHMETIC CHECK**

All responsive bids will be checked for arithmetic errors by computing the completed pricing schedules. Any errors will be recorded and corrected to determine the **corrected bid amount**. If the corrected bid amount differs from the bidder’s bid amount, then the bidder will be required to acknowledge the changes before the bid is evaluated further.

**i) STAGE 4 - RANGE OF BID**

At this point, all Technically Responsive bids will be checked to determine whether they are within the acceptable bid range as stated in ITB.17.c. All bids which are not within the acceptable range will not be evaluated any further and will not proceed to **stage 5 – Financial Evaluation**.

**j) STAGE 5 - FINANCIAL EVALUATION**

At this point, all the responsive Bids which made it through stage 5 will be

evaluated for Financial Responsiveness (as shown in **Table 4** below) and compared. The bidder with the **lowest Financially Responsive Bid** will then be chosen for the award of this contract.

**Table 4 – FINANCIAL EVALUATION**

ITEM	MAX. POINTS
<b>Financial Resources:</b>	<b>80</b>
Proof of <b>Line of Credit</b> from one of the following Commercial Banks: <ul style="list-style-type: none"> <li>• First National Bank Namibia Ltd.</li> <li>• Nedbank Namibia Ltd.</li> <li>• Standard Bank Namibia Ltd.</li> <li>• Trustco Bank Namibia Ltd.</li> <li>• Banco Atlantico (branch of foreign banking institution)</li> <li>• Bank BIC Namibia Ltd.</li> <li>• Letshego Bank Namibia Ltd.</li> <li>• Bank Windhoek</li> <li>• Development Bank of Namibia</li> </ul>	30
<b>SCORING:</b> <b>N\$ 250,001.00 or more</b> <b>N\$ 150,001.00 – N\$ 250,000.00</b> <b>N\$ 100,001.00 – N\$ 150,000.00</b> <b>N\$ 50,000.00 – N\$ 100,000.00</b>	30 20 15 5
<b>Letter of Intent for the provision of a Performance Guarantee of at least 10% of the contract amount from the following list of Commercial Banks:</b> <ul style="list-style-type: none"> <li>• First National Bank Namibia Ltd.</li> <li>• Nedbank Namibia Ltd.</li> <li>• Standard Bank Namibia Ltd.</li> <li>• Trustco Bank Namibia Ltd.</li> <li>• Banco Atlantico (branch of foreign banking institution)</li> <li>• Bank BIC Namibia Ltd.</li> <li>• Letshego Bank Namibia Ltd.</li> <li>• Bank Windhoek</li> <li>• Development Bank of Namibia</li> </ul> <p><i>Note: the performance guarantee must state the guarantee amount or percentage, and this amount must be at least 10% of the bidder's bid amount.</i></p>	50
<b>Bank Rating</b>	<b>20</b>
A Bank Rating Letter stating the bidder's capacity to undertake project:	<b>20</b>
<b>A</b> <b>B - C</b> <b>&lt; C</b>	20 10 5
<b>Total:</b>	<b>100</b>

At this point, all Bids which are evaluated at less than 80% will be deemed Financially non-responsive and will not be considered for further evaluation. Bids which are Financially Responsive will then be compared, and the **lowest Financially Responsive Bidder** will then be selected for contract.

## **DRAWINGS**

Drawings applicable to this Bid are attached at the end of the bidding document.

## **SECTION II: BIDDING FORMS**

## BID LETTER

(to be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your bid with the priced Pricing Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this RB prevail over any attachments. **If your bid is not authorised, it will be rejected.**]*

Bid addressed to: <i>[name of Public Entity]</i>	
Procurement Reference Number:	
Subject of Procurement:	

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

We confirm that we are eligible to participate in this Bidding exercise and meet the eligibility criteria specified in Section 1: Invitation for Bids.

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

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

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

The validity period of our bid is \_\_\_\_\_ days *[insert number of days]* from the date of the bid submission deadline.

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

Works will commence within \_\_\_\_\_ *[Public Entity to insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within \_\_\_\_\_ *[Bidder to insert number]* days from date of issue of Purchase Order/ Letter of acceptance.

**Bid Authorised by:**

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

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

**Date:** .....

**Procurement Ref No.:** .....

**To:** .....

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: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
[insert date of signing]

Corporate Seal (where appropriate)

[Note\*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

**\*delete if not applicable / appropriate**

# Bid Submission Form

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

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.***

Date: \_\_\_\_\_  
Procurement Reference No:.....

To:.....

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 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_;
- (c) The total price of our Bid after discounts, if any, 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 \_\_\_\_\_ [insert validity period as specified in ITB 19.1.] 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) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;
- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;

- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;<sup>1</sup>
- (l) 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;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) 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 .....

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<sup>1</sup> Use one of the two options as appropriate.



## Republic Of Namibia

### Ministry of Labour, Industrial Relations and Employment Creation

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

#### 1. EMPLOYERS DETAILS

Company Trade Name: .....

Registration Number: .....

Vat Number: .....

Industry/Sector: .....

Place of Business: .....

Physical Address: .....

Tell No.: .....

Fax No.: .....

Email Address: .....

Postal Address: .....

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

Email Address: .....

#### 2. PROCUREMENT DETAILS

Procurement Reference No: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

#### 3. UNDERTAKING

I, ..... owner/representative of .....

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

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

*Please take note:*

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

## SECTION III: PRICING SCHEDULE / BOQ

Procurement Reference Number: **W/ONB/OTRC-09/2025/2026**

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	RATE	AMOUNT N\$
1.	Excavation in earth not exceeding 1m deep				
	<b>Trenches and holes</b>	58.2	M <sup>3</sup>		
2.	Compaction of filling				
	Extra over all filling compacted to 93% Mod AASHTO for compacting to 98%	177.0	M <sup>2</sup>		
3.	Soil poisoning				
	Soil insecticide under floors, paving, etc. including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	177.0	M <sup>2</sup>		
4.	20MPa/19mm concrete				
	Footings, bases and ground beams	20.8	M <sup>3</sup>		
5.	20MPa/19mm concrete				
	Surface beds, aprons, pavings, ramps, etc cast in panels	21.27	M <sup>3</sup>		
6.	Rough formwork to form				
	Opening not exceeding 1m girth through slab not exceeding 250mm thick	2.0	No		
7.	Mild steel reinforcement to structural concrete work cut, bent and fixed				
	12mm Diameter bars	1253.12	Kg		
8.	Brickwork of 7MPa cement bricks in class 1 mortar				
	Half brick wall	45.9	M <sup>2</sup>		
9.	Brickwork of 7MPa cement bricks in class 1 mortar				
	One brick wall	54.0	M <sup>2</sup>		
10.	Brickwork of 7MPa cement bricks in class II Mortar				
	<b>Half brick wall</b>	87.65	M <sup>2</sup>		
11.	Brickwork of 7 MPa cement bricks in class II Mortar				
	One brick wall	153.25	M <sup>2</sup>		
12.	Galvanised brick reinforcement				
	225mm Wide reinforment buit in horizontally (extra for brick lintols or bands)	686.75	M		
13.	Galvanised hoop iron ties				
	1.6mm Galvanised hoop iron tie 30mm wide and 600mm girth shot fixed to concrete and build into brickwork	20.0	No		

14.	Prestressed prefabricated lintels				
	<b>105 x 75mm Lintels in lengths exceeding 3m</b>	40.0	M		
15.	Vermin proof air bricks and vents including forming opening in wall and rendering smooth all round in cement mortar				
	225 x 150mm Galvanised vermin proof air vent	4.0	No		
16.	One layer of approved 375 micron embossed damp proof course				
	In wall (110mm and 220mm wide)	12.6	M <sup>2</sup>		
17.	One layer of approved 250 micron under surface bed type waterproof sheeting sealed at laps with pressure sensitive tape				
	Under surface beds, aprons, etc	177.0	M <sup>2</sup>		
18.	0.58mm 'IBR' profile full hard galvanized (Z275 spelter) steel troughed roofing with 0.8mm galvanized sheet steel accessories fixed in strict accordance with the manufacturer's instructions				
	Roof sheeting in single length sheets	203.6	M <sup>2</sup>		
19.	0.58mm 'IBR' profile full hard galvanized (Z275 spelter) steel troughed roofing with 0.8mm galvanized sheet steel accessories fixed in strict accordance with the manufacturer's instructions				
	<b>Ridge Capping</b>	18.0	M		
20.	0.58mm 'IBR' profile full hard galvanized (Z275 spelter) steel troughed roofing with 0.8mm galvanized sheet steel accessories fixed in strict accordance with the manufacturer's instructions				
	Standard narrow and broad flute closers	36.0	M		
21.	40mm Thick hollow cored flush doors with hardboard covering on both sides and concealed hardwood edge strips				
	Door's size 762x 2032mm high	13.0	No		
22.	40mm semi – solid flush doors with hardwood veneer both sides and concealed hardwood edge strips				
	Double door size 1511 x 2032mm high with rebated meeting stiles	1.0	No		

23.	44mm Solid laminated flush doors with hardwoods veneer on both sides and concealed edge strips				
	Door size 813 x 2032mm high	3.0	No		
24.	Floor Unit (works tops elsewhere measured)				
	Floor unit type F900/1 size 900mm long, 870mm high and 570mm deep with two drawers, two doors and shelf.	1.0	No		
24.	<b>32mm Work tops with post formed front edges</b>				
	Worktop 60mm wide	2.0	M		
25.	0.5mm IBR profile full hard galvanized steel troughed roofing with 0.8mm galvanized sheet steel accessories fixed in strict accordance with the manufacturer's instructions				
	Ceilings in single length sheets fixed horizontally	177.23	M <sup>2</sup>		
26.	Drywall steel stud partitioning with bottom tack plugged and top track fixed to underside of ceiling and covered with gypsum Fire Stop Plasterboard with a one-hour fire rating on both sides and the cavity filled with a fibre fire retardant				
	Partition 2.4m high solid full height	30.0	M		
27.	Drywall steel stud partitioning with bottom track plugged and top track fixed to underside of ceiling on both sides and the cavity filled with a fibre fire retardant				
	Extra over partition for frame for single door size 813 x 2032mm high	5.0	No		
29.	<b>Cylinder locks</b>				
	Cylinder rim night latch (anti – credit card type) with cylinder	4.0	No		
30.	Pictogram signs four times countersunk screwed to timber				
	120 x 120mm Anodized aluminium plate with male or female symbol	2.0	No		
31.	<b>Door and window sundries work</b>				
	32mm Rubber door stop fixed to wall	17.0	No		

32.	<b>Bathroom fittings work</b>				
	Chromium plated toilet roll holder	2.0	No		
33.	<b>Approved 25mm mini venetian blinds in approved colours with soffit or face fixing complete with all controls</b>				
	Venetian blinds to suit window size 1020 x 1245mm high	9.0	No		
34.	Aluminium framed pinning board plugged to walls				
	Pinning board size 1500 x 1000mm high	1.0	No		
35.	Welding columns and beams in single lengths with flat section base, top, Bearer and connection plated bolted to concrete or steel				
	I – Section column	120.0	Kg		
35.	Welding roof trusses of angle section hollow section rafters, rails, struts, braces, cleats, etc and flat section Bearer, gusset and connection plates bolted to concrete				
	Trusses exceeding 6m and not exceeding 8m span	2160.25	Kg		
36.	Base plates, angles and bolts to trusses				
	Base or anchor plates	5.0			
37.	Base plates, angles and bolts to trusses				
	12mm U-shaped anchor bolt 750mm girth cast into top of concrete	20.0	No		
38.	Purlins and braces bolted to steel				
	Lipped channel section purlins	500.0	Kg		
39.	<b>Sundry steelwork</b>				
	12mm Diameter mild steel solid round bars	180.0	Kg		
40.	Sundry steelwork				
	<b>Angle section purlins, braces, struts, etc</b>	651.39	Kg		
41.	<b>Bolts, etc</b>				
	M8 x 100mm expanding bolts with nuts and washers	100.0	No		
42.	Residential type windows with solid brass or chromium plated fittings and factory fitted with and including type NBP33 burglar bars to the whole of the window				

	Window type NE1 size 533 x 654mm high	3.0	No		
43.	Residential type windows with solid brass or chromium plated fittings and factory fitted with and including type NBP33 burglar bars to the whole of the window				
	Window type NE4 size 1511 x 654mm high	1.0	No		
44.	Residential type windows with solid brass or chromium plated fittings and factory fitted with and including type NBP33 burglar bars to the whole of the window				
	Window type ND4 size 1511 x 1245mm high	8.0	No		
45.	1.2mm Double rebated frames suitable for half brick walls				
	Frame for door size 762 x 2032mm high	8.0	No		
46.	1.2mm Double rebated frames suitable for one brick walls				
	Frame for door size 762 x 2032mm high	1.0	No		
47.	1.2mm Double rebated frames suitable for one brick walls				
	Frame for door size 813 x 2032mm high	3.0	No		
48.	One coat cement plaster wood floated smooth on brickwork to:				
	Walls	162.45	M2		
49.	One coat compo plaster steel trowelled smooth on brickwork to:				
	Walls	325.85	M2		
50.	200 x 200 x 5mm White glazed ceramic wall tiles to:				
	Walls	5.65	M2		
51.	Take delivery of, transport to the site, store, protect and lay mazita or natural stone floor tiles of differing sizes fixed with and including adhesive to screeded surfaces (elsewhere measured) and flush pointed with an approved tinted				
	Floors to patterns	183.0	M2		

52.	Take delivery of, transport to the site, store, protect and lay mazita or natural stone floor tiles of differing sizes fixed with and including adhesive to screeded surfaces (elsewhere measured) and flush pointed with an approved tinted				
53.	Take delivery of, transport to the site, Salami tiles	177.35	m <sup>2</sup>		
	Skirting 100mm high	189.0	m		
54.	Natural anodised aluminium tiling edge strips, etc				
	Bull nosed tiling edge or corner strip suitable for 5mm tiles	189.0	m		
55.	0.8mm Galvanised sheet iron in				
	100mm Half round eaves gutter fixed to edge of roof sheeting and purlin with standard brackets	21.0	M		
56.	0.8mm Galvanised sheet iron in				
	100 x 75mm Rainwater down pipe fixed to walls with standard brackets	4.0	M		
57.	<b>0.8mm Galvanised sheet iron in</b>				
	Extra over down pipe for outlet shoe	4.0	M		
58.	Stainless steel				
	Single end bowl inset sink and drainer unit size 900 x 500mm	1.0	No		
59.	White vitreous china or glazed fireclay				
	Basin size 510 x 405mm with two tapholes bolted to walls	2.0	No		
60.	Polyethylene, duranite, etc				
	9 Litre low-level duranite w.c. cistern complete with flushing mechanism, flush lever and flush pipe	2.0	No		
61.	uPVC				
	32mm Bottle trap including tailpipe and wall flange	2.0	No		
62.	Vulcathene				
	40mm Deepseal 'P' or 'S' trap	1.0	No		
63.	Gate valves, strainers, etc				
	15mm Brass fullway ballcock with handle	1.0	No		

64.	Brass Taps				
	15mm Stop tap	6.0	No		
65.	Chrome plated brass taps and sundries				
	15mm Angle regulating valve with stainless steel braided connector pipe 315mm girth with chromium plated connectors both ends bent as required	5.0	No		
66.	Chrome plated brass taps and sundries				
	15mm Toilet bib tap	2.0	No		
67.	Chrome plated brass taps and sundries				
	15mm Shower rose 85mm diameter	2.0	No		
68.	Chrome plated brass taps and sundries				
	15mm Shower arm with cover plate	1.0	No		
69.	Chrome plated brass taps and sundries				
	15mm Underwall type shower cubicle set comprising two underwall pattern stop taps with cover plates, overhead shower arm and adjustable shower rose				
70.	Class 12 HDPE type IV water pipes including all straight joints and connectors laid in ground in trenches not less than 600mm deep, including excavations, backfilling, etc				
	20mm Pipes laid in ground in trenches	12.0	M		
71.	Extra over HDPE pipes for the following compression fittings				
	20mm Fittings	13.0	No		
72.	Class 9 uPVC water pipes and fittings including all straight joints and connectors laid in ground in trenches not less than 600mm deep, including excavations, backfilling, etc				
	110mm Pipes laid in ground in trenches	18.0	M		

73.	Extra over class 9 uPVC pressure pipes for solvent welded pressure fittings				
	50mm Elbow	4.0	No		
74.	Extra over class 9 uPVC pressure pipes for solvent welded pressure fittings				
	110mm Elbow	4.0	No		
75.	Hard drawn thin walled class 0 copper pipes to SABS 460 including all straight joints and connectors				
	15mm Pipe fixed or chased into walls	6.0	M		
76.	Extra over class 0 copper pipes for brass capillary fittings				
	15mm Fittings (elbows, tees, reducing tees, adaptor couplings, etc)	12.0	No		
77.	Extra over class 0 copper pipes for brass compression fittings (conex)				
	15mm Fittings (elbows, tees, reducing tees, adaptor couplings, etc)	6.0	No		
78.	Extra over uPVC pipes for fittings				
	110mm Access bend with vent horn	2.0	No		
79.	Extra over for the following fittings to underground twin-wall pipes				
	110mm Overflow gulley head	1.0	No		
80.	UPVC Gulleys with gulley head and grating encased in concrete				
	110mm Gulley P-trap not exceeding 1m deep	1.0	No		
81.	4mm Common obscure glass				
	Panes not exceeding 0.1m <sup>2</sup>	15.0	M2		
82.	4mm Common obscure glass				
	Panes not exceeding 0.1m <sup>2</sup>	2.0	M2		
83.	6.76mm HPR Clear intruderprufe laminated safety glass				
	Panes not exceeding 0.1m <sup>2</sup>	2.0	M2		
84.	4mm Silvered float glass copper backed mirrors with polished edges fixed to walls with double sided adhesive tape				

	Mirror size 600 x 600mm high	2.0	No		
85.	One coat alkali-resistant plaster primer and two coats exterior quality PVA emulsion paint				
	On internal smooth plastered walls and columns	340.0	M2		
86.	One coat alkali-resistant plaster primer and two coats Acrylic PVA paint				
	On external smooth plastered walls	170.0	M2		
87.	Touch up factory primer and one coat undercoat and two coats gloss enamel paint				
	On door frames	30.0	M2		
88.	Touch up factory primer and one coat undercoat and two coats gloss enamel paint				
	On windows with glazing bars (both sides measured flat)	17.0	M2		
89.	Wash with metal conditioner and two coats Acrylic PVA paint				
	On underside of profiled roof sheeting and ceilings (measured on flat to ceiling area)	181.0	M2		
90.	On metal work (coastal areas)				
	On exposed truss members, purlins, etc	177.3	M2		
91.	One coat oil-based stain and two coats clear gloss exterior quality UV protected polyurethane varnish				
	On flush doors	4.0	M2		
92.	Site clearance				
	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	800.0	M2		
	<b>Electrical Work</b>				
93.	Excavation in earth exceeding 1m deep for:				

	Trenches and holes	60.0	M3		
94.	Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others) :				
	20mm Diameter	60.0	M		
95.	Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others):				
	25mm Diameter	1.0	M		
96.	Unplasticised polyvinyl chloride (UPVC) sleeve piping including short lengths and jointing, cast in concrete				
	20mm Diameter x 300mm long complete with connectors at both ends	5.0	No		
97.	Silicone insulated wires asbestos :				
	2.5mm <sup>2</sup>	1000.0	M		
98.	Silicone insulated wires asbestos :				
	4mm <sup>2</sup>	900.0	M		
99.	Silicone insulated wires asbestos :				
	6mm <sup>2</sup>	150.0	M		
100.	Underground cable PVC SWA PVC installed :				
	10mm <sup>2</sup>	45.0	M		
101.	PVC Cable terminations:				
	3 Core 16mm <sup>2</sup>	50.0	M		
102.	Cable joints PVC Pratley" or "Scotch" to the following :"				
	No 1 gland	1.0	No		
103.	Cover only for one lever switch :				
	1 Lever 1 way flush with cover plate	12.0	No		
104.	Cover only for one lever switch :				
	2L Two way complete	2.0	No		
105.	Cover only to double outlet 100mm x 100mm :				

	Single outlet 100 x 100mm complete with cover	2.0	No		
106.	Cover only to double outlet 100mm x 100mm :				
	Double outlet 100 x 100mm complete with cover	7.0	No		
107.	Draw boxes miscellaneous junctions :				
	100 x 50mm	15.0	No		
108.	Draw boxes miscellaneous junctions :				
	100 x 100mm	18.0	No		
109.	Three Phase:				
	60mm Diameter PVC	25.0	No		
110.	Single pole :				
	As above, but surface mounted including enclosure	2.0	No		
112.	Single pole :				
	15-25 Amp	5.0	No		
113.	Single pole :				
	30-40 Amp	2.0	No		
114.	Double pole:				
	45-60 Amp	1.0	No		
115.	Triple pole :				
	40-60 Amp	1.0	No		
116.	Oval open bottom polycarbonate fitting similar or equal to LASCON V2/0" :				
	Safety blank (Samite)"	5.0	No		
117.	Sundries :				
	With lampholder - 2PL9 fittings complete	10.0	No		
118.	Complete with lamp but excluding mounting pole. Tungsten halogen or similar or equal to Beka DL" or "Lascon L2" :				
	2 x 58W	6.0	No		

119.	PVC sleeve pipes with draw wire :				
	-70W/HPS-E	3.0	No		
120.	Flush Mounted with Galvanised Steel Tray:				
	Earthing and bonding of roof, downpipes and gutter (per bumper strap of connection, not exceeding 1 metre)	2.0	No		
121.	Flush Mounted with Galvanised Steel Tray:				
	Bond waste pipes to cold water pipes (not exceeding 1 metre length)	15.0	No		
123.	Surface Mounted:				
	Single phase + neutral	2.0	No		
124.	Supply and installation of cable entry sleeves and channels (work)				
	18 Way	1.0	No		
125.	Non-scheduled Material (work)				
	Pre-paid single phase	1.0	No		
126.	Non-scheduled Material (work)				
	Labelling of three phase distribution board	1.0	No		

## SUMMARY OF SECTIONS DESCRIPTION

SECTION	DESCRIPTION	AMOUNT N\$
1	<b>Site Clearance</b>	
2	<b>Civil work</b>	
3	<b>Electrical Work</b>	
4	<b>SUBTOTAL</b>	
5	<b>Add 10% Contingencies</b>	
6	<b>SUBTOTAL</b>	
7	<b>VAT(15%)</b>	
	<b>GRAND TOTAL</b>	

**Pricing Schedule Authorised By:**

Name:		Signature:	
Position:		Date:	
Authorized for and on behalf of:			
Total Price of Bid:			

# SECTION IV: General Conditions of Contract

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

- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) SCC means Special Conditions of Contract
- (aa) The Site is the area **defined as such in the SCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative

reports about the surface and subsurface conditions at the Site.

- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC**.

## 2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor's Bid,
  - (d) Special Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Specifications,

- (g) Drawings,
- (h) Bill of Quantities,<sup>2</sup> and
- (i) any other document **listed in the SCC** as forming part of the Contract.

- 3. Language and Law**
  - 3.1 The language of the Contract and the law governing the Contract are **stated in the SCC**.
- 4. Project Manager's Decisions**
  - 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
  - 5.1 **Otherwise specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
  - 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered to the address **stated in the SCC**
- 7. Subcontracting**
  - 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors**
  - 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment**
  - 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
  - 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

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<sup>2</sup> In lump sum contracts, delete "Bill of Quantities" and replace with "Pricing Schedule."

**10. Employer's and Contractor's Risks**

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

**11. Employer's Risks**

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

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

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

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

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

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

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

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

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

**12. Contractor's Risks**

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

**13. Insurance**

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

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

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

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

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

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

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

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

**14. Site Data**

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

**15. Contractor to Construct the Works**

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

**16. The Works to Be Completed by the Intended Completion Date**

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

**17. Approval by the Project Manager**

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

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

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

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

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

## **18. Safety**

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

## **19. Discoveries**

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

## **20. Possession of the Site**

20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC or as thereafter reviewed and agreed by the parties**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

## **21. Access to the Site**

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

## **22. Instructions**

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

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

**23. Appointment of the Adjudicator**

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

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

**24. Procedure for Disputes**

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

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

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

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

**B. Time Control**

**25. Program**

25.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Pricing 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 Pricing Schedule within 14 days of being instructed to by the Project Manager.

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

**26. Extension of the Intended Completion Date**

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

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

**27. Acceleration**

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

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

**28. Delays Ordered by the Project Manager**

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

**29. Management Meetings**

- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**30. Early Warning**

- 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

**C. Quality Control**

**31. Identifying Defects**

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

**32. Tests**

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

**33. Correction of Defects**

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

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

**34. Uncorrected Defects**

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

**D. Cost Control**

**35. Contract Price**

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

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

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

**36. Changes in the Contract Price**

36.1 In the case of an admeasurement contract:

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

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

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

36.2 In the case of a lump sum contract, the Pricing 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 Pricing Schedule shall not be altered when the Contractor makes such changes to the Pricing 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 Pricing Schedule, produced by the Contractor.

- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

**38. Cash Flow Forecasts**

- 38.1 When the Program, or, in the case of a lump sum contract, the Pricing Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**39. Payment Certificates**

- 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:

- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
  - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Pricing Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 39.7 **Unless otherwise specified in the SCC** Interim Payment may be made for Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works, subject to the Contractor transferring ownership to the Employer and providing, where applicable, the right of the transfer of ownership vested upon the Contractor by its supplier.

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

#### **40. Payments**

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

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

#### **41. Compensation Events**

41.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:

- (a) reason of any exceptionally adverse weather conditions as specified in the SCC and
- (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

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

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

#### 42. Tax

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

#### 43. Currencies

43.1 The currency of payment shall be Namibian Dollars.

#### 44. Price Adjustment

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

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

where:

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

$A_c$  and  $B_c$  are coefficients<sup>3</sup> **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

$I_{mc}$  is the index prevailing at the end of the month being invoiced and  $I_{oc}$  is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

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

#### **45. Retention**

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

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

#### **46. Liquidated Damages**

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

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

#### **47. Bonus**

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

#### **48. Advance Payment**

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

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

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

#### **49. Securities**

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

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

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

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

49.3 Where a Preference Security is applicable:

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

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

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

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

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

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

- 52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under clause 40, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.
- 52.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

## **E. Finishing the Contract**

- 53. Completion**      53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over**      54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account**      55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals**      56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 57. Termination**      57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

## **58. Fraud and Corruption**

58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].

58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive

practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

58.3 For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

## **59. Payment upon Termination**

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

59.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and

securing the Works, and less advance payments received up to the date of the certificate.

**60. Property**

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

**61. Release from Performance**

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

## SECTION V: 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 except where modified by the Special Conditions below.

## SECTION VI: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/ONB/OTRC-09/2025/2026**

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
<b>Purchaser GCC 1.1(r)</b>	The Employer is: <b>Otjzondjupa Regional Council</b>
<b>Project Manager GCC 1.1(y)</b>	The Project Manager is: <b>Ms Hilma Kalumbu</b>
<b>Site GCC 1.1(aa)</b>	The Site is located at <b>Okondjatu Settlement</b> and is defined in Drawings attached at the end of this bidding document.
<b>Start Date GCC 1.1(dd)</b>	The Start Date shall be: <b>7 Days after award</b>
<b>The Works GCC 1.1(hh)</b>	The Works consist of: <b>CONSTRUCTION OF OKONDJATU SETTLEMENT OFFICE – OKAKARARA CONSTITUENCY.</b>
<b>Language and Law GCC 3.1</b>	The language of the contract is English  The law that applies to the Contract is the law of <b>Namibia</b>
<b>Project Manager's Decisions 5.1</b>	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.
<b>Notices GCC 6</b>	Any notice shall be sent to the following addresses: By the Contractor through the Project Manager to The Chief Regional Officer; Otjzondjupa Regional Council; P.O. Box 1682; Otjiwarongo. For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance.

GCC Clause Reference	Special Conditions
<b>Insurance</b> <b>GCC 13.1</b>	<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: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></p> <p>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Public Entity as well).</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></p> <p>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</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>
<b>Site Data</b> <b>GCC 14.1</b>	<p>The site data will be made available to successful bidder</p>
<b>Intended Completion Date</b> <b>GCC 16.1</b>	<p>The Intended Completion Date for the whole of the Works shall be: Five (5) Months.</p>
<b>Possession of the Site</b> <b>GCC 20.1</b>	<p>The Site Possession Date shall be: 7 Days after Award</p>

GCC Clause Reference	Special Conditions
<b>Procedure for Disputes</b> <b>GCC 24</b>	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.
<b>Program</b> <b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
<b>GCC 25.3</b>	Program updates <b>shall be</b> required.
<b>Defects Liability Period</b> <b>GCC 33.1</b>	The Defects Liability Period is: 365 days.
<b>Payment Certificates</b> <b>GCC 39.7</b>	“Payment shall be made as per progress of works <i>with</i> payment for materials on site”.
<b>Payments</b> <b>GCC 40</b>	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: <ul style="list-style-type: none"> <li>(a) the payment certificate; and</li> <li>(b) a certificate of Completion of the Works.</li> </ul>
<b>Adverse weather Conditions</b> <b>GCC 41.1 (l)</b>	<i>Nothing Adverse</i>
<b>Price Adjustment</b> <b>GCC 44.</b>	The Contract <i>is not</i> subject to price adjustment.
<b>Retention</b> <b>GCC 45.</b>	(ii) 10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.
<b>Liquidated Damages</b> <b>GCC 46.1</b>	The liquidated damages for the whole of the Works are <i>N\$ 5000.00</i> per day.  The maximum amount of liquidated damages for the whole of the Works is <i>30 DAYS</i>
<b>Advance Payment</b> <b>GCC 48.1</b>	(i) No advance payment shall be made
<b>Performance Security</b>	(i) A Performance Security in the form of a Bank Guarantee representing <i>10%</i> of the final contract price shall be required.*

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
<b>GCC 49.1</b>	
<b>Operating and Maintenance Manuals GCC 56.1</b>	"As built" drawings or operating and maintenance manuals are required.
<b>Payment upon termination GCC 59.1</b>	NOT APPLICABLE

**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)<sup>4</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>5</sup> 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)**.....

**SCHEDULE 2**

<sup>4</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

<sup>5</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”

# Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2025, between . THE OTJOZONDJUPA REGIONAL COUNCIL (hereinafter “the Employer”), of the one part, and \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as ‘CONSTRUCTION OF OKONDJATU SETTLEMENT OFFICE’ 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 Letter of Acceptance
  - (b) the Bid
  - (c) the Addenda Nos: N/A
  - (d) the Appendix to the General Conditions of Contract
  - (e) the General Conditions of Contract;
  - (f) the Specification
  - (g) the Drawings; and
  - (h) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

Signature: \_\_\_\_\_

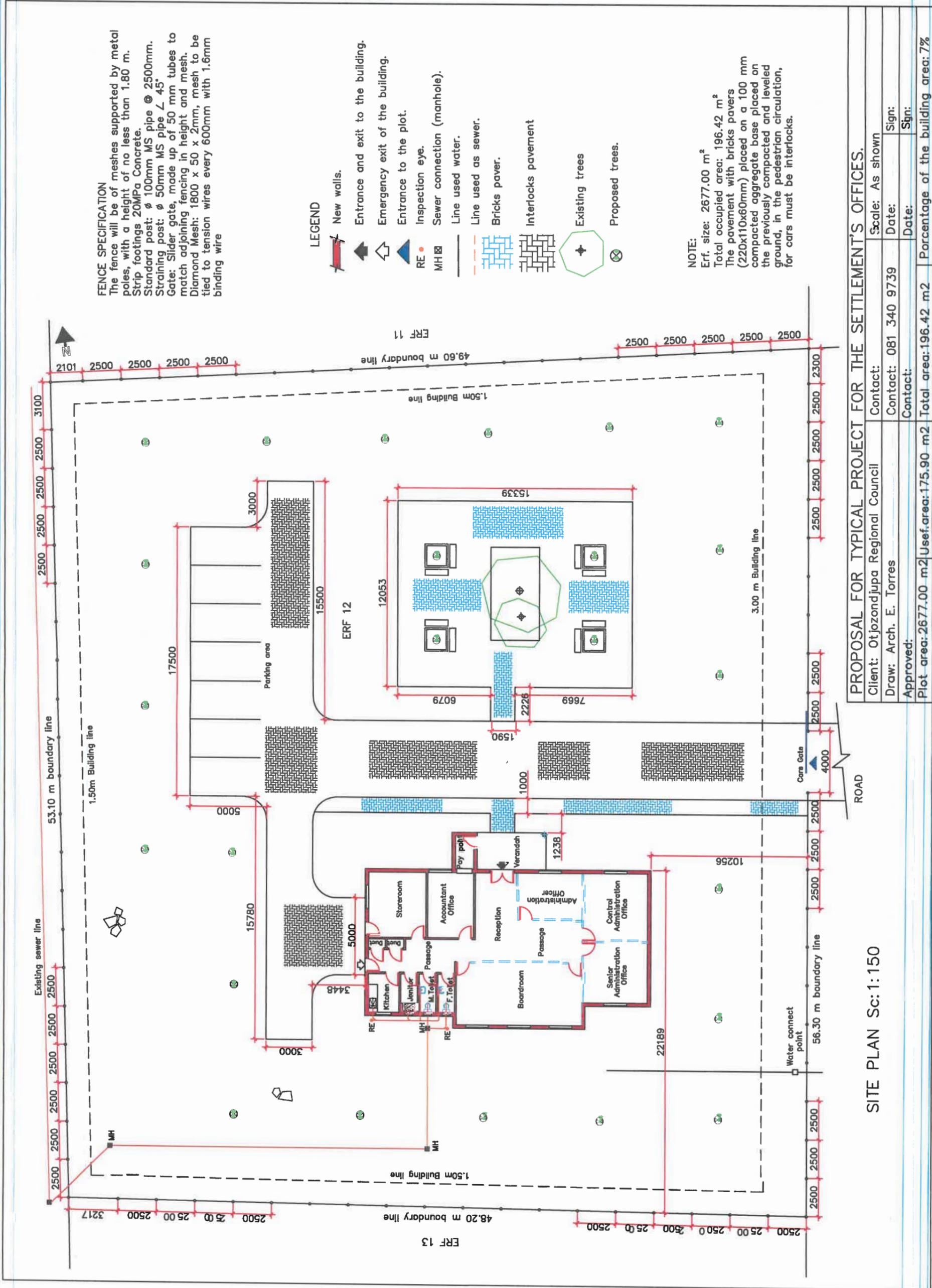
in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

Signature: \_\_\_\_\_

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



**FENCE SPECIFICATION**  
 The fence will be of meshes supported by metal poles, with a height of no less than 1.80 m.  
 Strip footings 20MPa Concrete.  
 Standard post:  $\phi$  100mm MS pipe @ 2500mm.  
 Straining post:  $\phi$  50mm MS pipe  $\angle$  45°.  
 Gate: Slider gate, made up of 50 mm tubes to match adjoining fencing in height and mesh.  
 Diamond Mesh: 1800 x 50 x 2mm, mesh to be tied to tension wires every 600mm with 1.6mm binding wire

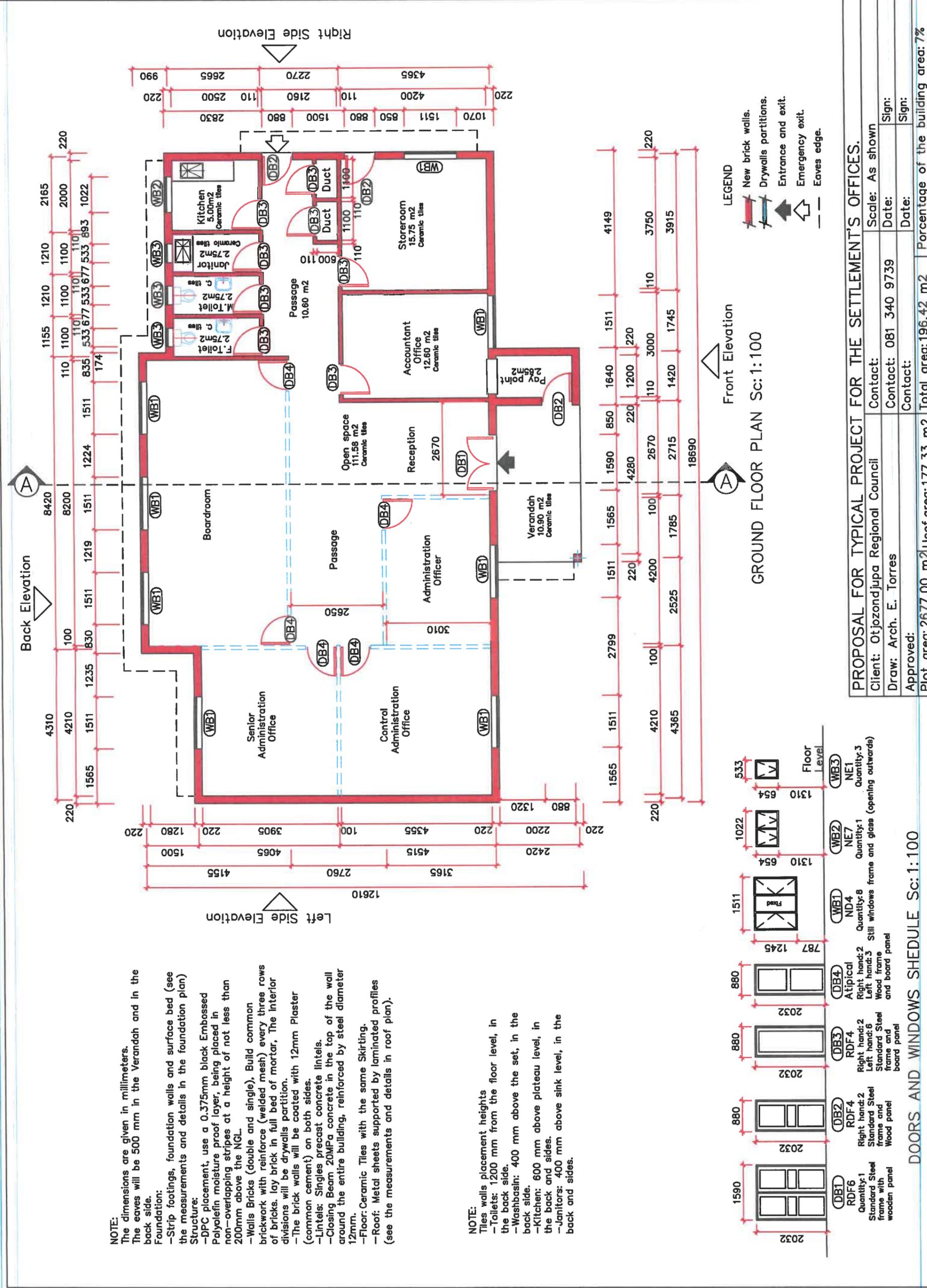
- LEGEND**
- New walls.
  - Entrance and exit to the building.
  - Emergency exit of the building.
  - Entrance to the plot.
  - Inspection eye.
  - Sewer connection (manhole).
  - Line used as water.
  - Line used as sewer.
  - Bricks paver.
  - Interlocks pavement.
  - Existing trees.
  - Proposed trees.

**NOTE:**  
 Erf size: 2677.00 m<sup>2</sup>  
 Total occupied area: 196.42 m<sup>2</sup>  
 The pavement with bricks pavers (220x110x60mm) placed on a 100 mm compacted aggregate base placed on the previously compacted and leveled ground, in the pedestrian circulation, for cars must be interlocks.

**PROPOSAL FOR TYPICAL PROJECT FOR THE SETTLEMENT'S OFFICES.**

Client: Otjozondjupa Regional Council	Contact: Scale: As shown
Draw: Arch. E. Torres	Contact: 081 340 9739
Approved:	Date: Sign:
Plot area: 2677.00 m <sup>2</sup> Usef. area: 175.90 m <sup>2</sup>	Date: Sign:
Total area: 196.42 m <sup>2</sup>	Percentage of the building area: 7%

**SITE PLAN Sc: 1:150**



**NOTE:**  
 The dimensions are given in millimeters.  
 The eaves will be 500 mm in the Verandah and in the back side.  
**Foundation:**  
 -Strip footings, foundation walls and surface bed (see the measurements and details in the foundation plan)  
**Structure:**  
 -DPC placement, use a 0.375mm black Embossed Polyolefin moisture proof layer, being placed in non-overlapping stripes at a height of not less than 200mm above the NGL.  
 -Walls Bricks (double and single), Build common brickwork with reinforce (welded mesh) every three rows of bricks, lay brick in full bed of mortar. The interior divisions will be drywalls partition.  
 -The brick walls will be coated with 12mm Plaster (common cement) on both sides.  
 -Lintels: Singles precast concrete lintels.  
 -Closing Beam 20MPa concrete in the top of the wall around the entire building, reinforced by steel diameter 12mm.  
 -Floor: Ceramic Tiles with the same Skirting.  
 -Roof: Metal sheets supported by laminated profiles (see the measurements and details in roof plan).

**NOTE:**  
 Tiles walls placement heights  
 -Toilets: 1200 mm from the floor level, in the back side.  
 -Washbasin: 400 mm above the set, in the back side.  
 -Kitchen: 600 mm above plateau level, in the back and sides.  
 -Janitors: 400 mm above sink level, in the back and sides.

- LEGEND**
- New brick walls.
  - Drywalls partitions.
  - Entrance and exit.
  - Emergency exit.
  - Eaves edge.

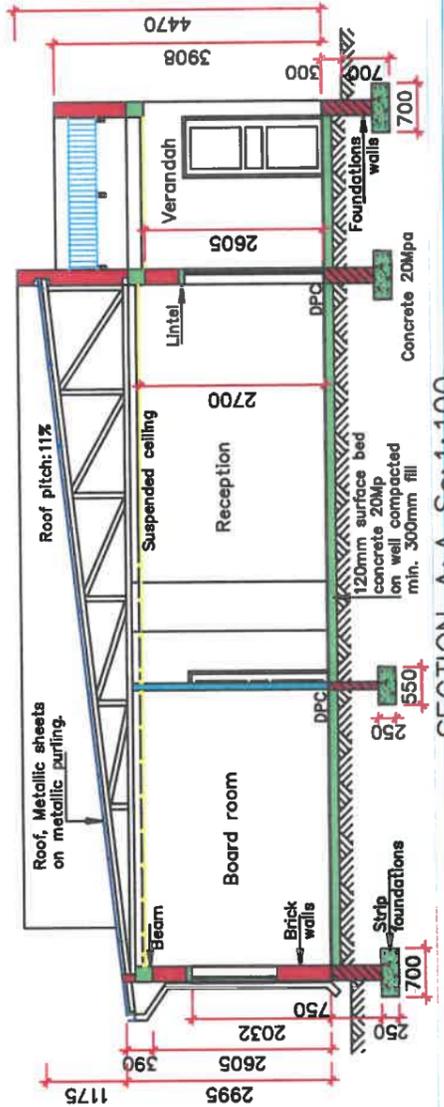
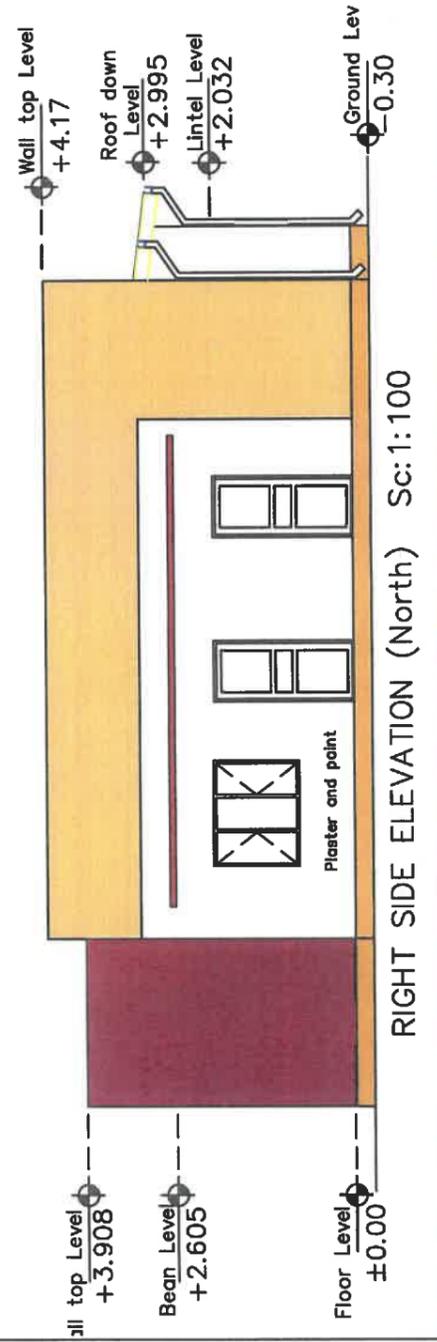
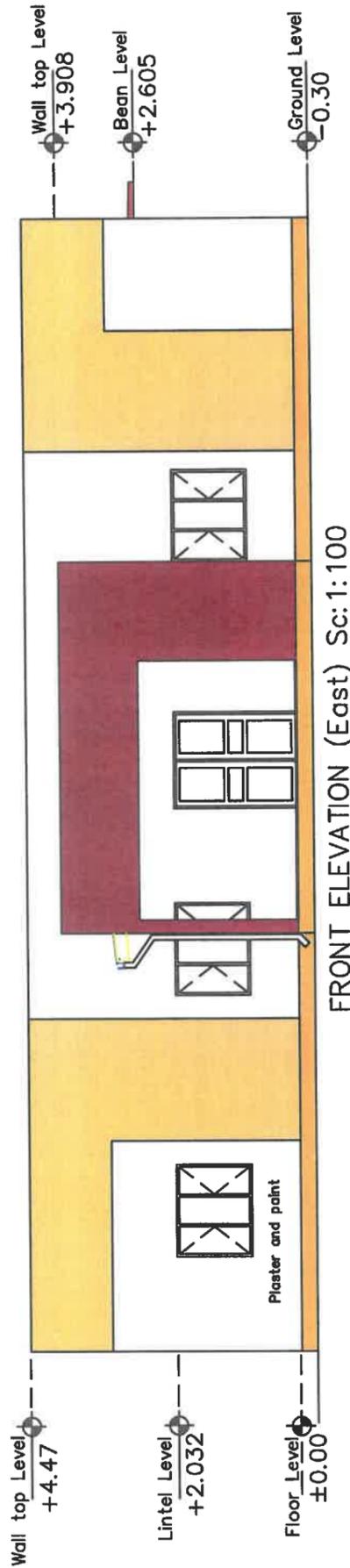
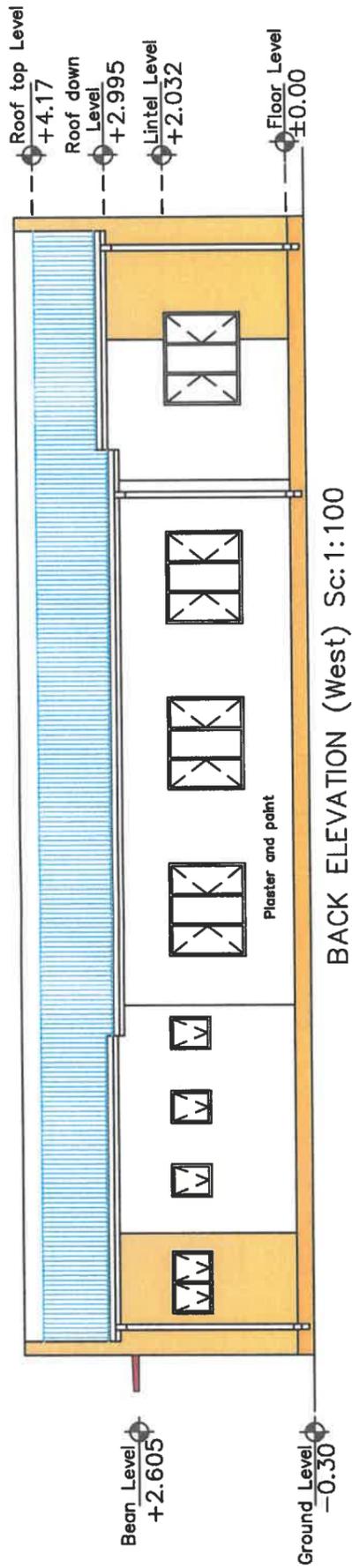
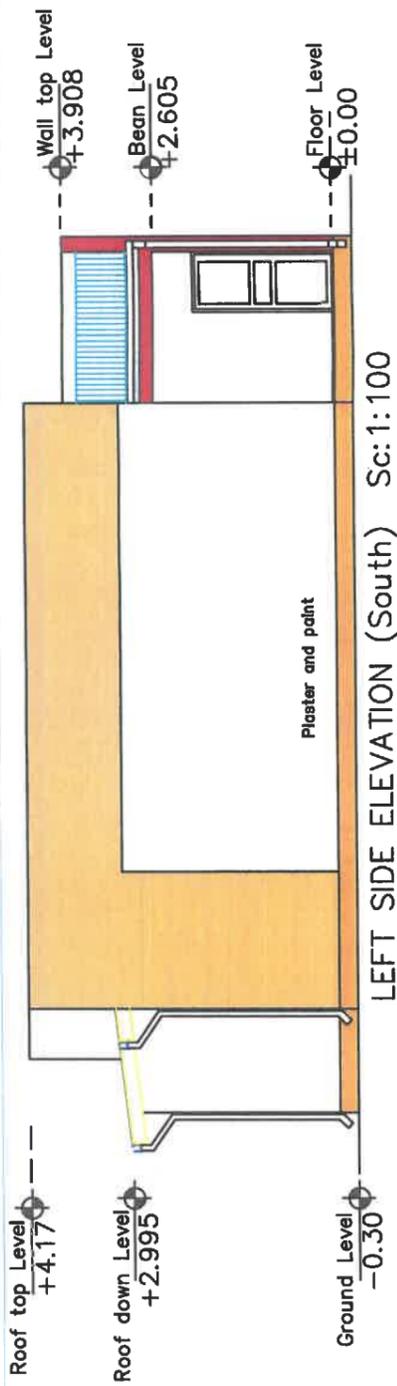
GROUND FLOOR PLAN Sc:1:100

**PROPOSAL FOR TYPICAL PROJECT FOR THE SETTLEMENT'S OFFICES.**

Client: Otjondjupa Regional Council	Contact: 081 340 9739	Scale: As shown
Draw: Arch. E. Torres	Contact:	Date:
Approved:	Contact:	Date:
Plot area: 2677.00 m <sup>2</sup>	Usef.area: 177.33 m <sup>2</sup>	Total area: 196.42 m <sup>2</sup>
		Percentage of the building area: 7%

DOORS AND WINDOWS SCHEDULE Sc:1:100

Symbol	Description	Quantity	Notes
	RDF6 Right hand:2 Standard Steel frame with wooden panel	Quantity:1	
	RDF4 Right hand:2 Standard Steel frame and Wood panel	Quantity:2	
	RDF4 Left hand:6 Standard Steel frame and board panel	Quantity:6	
	Atypical Right hand:2 Left hand:3 Wood frame and board panel	Quantity:5	
	ND4 Still windows frame and glass (opening outwards)	Quantity:8	
	NE7	Quantity:1	
	NE1	Quantity:3	



NOTE:  
The dimensions are given  
in millimeters.  
The levels are given in meters.

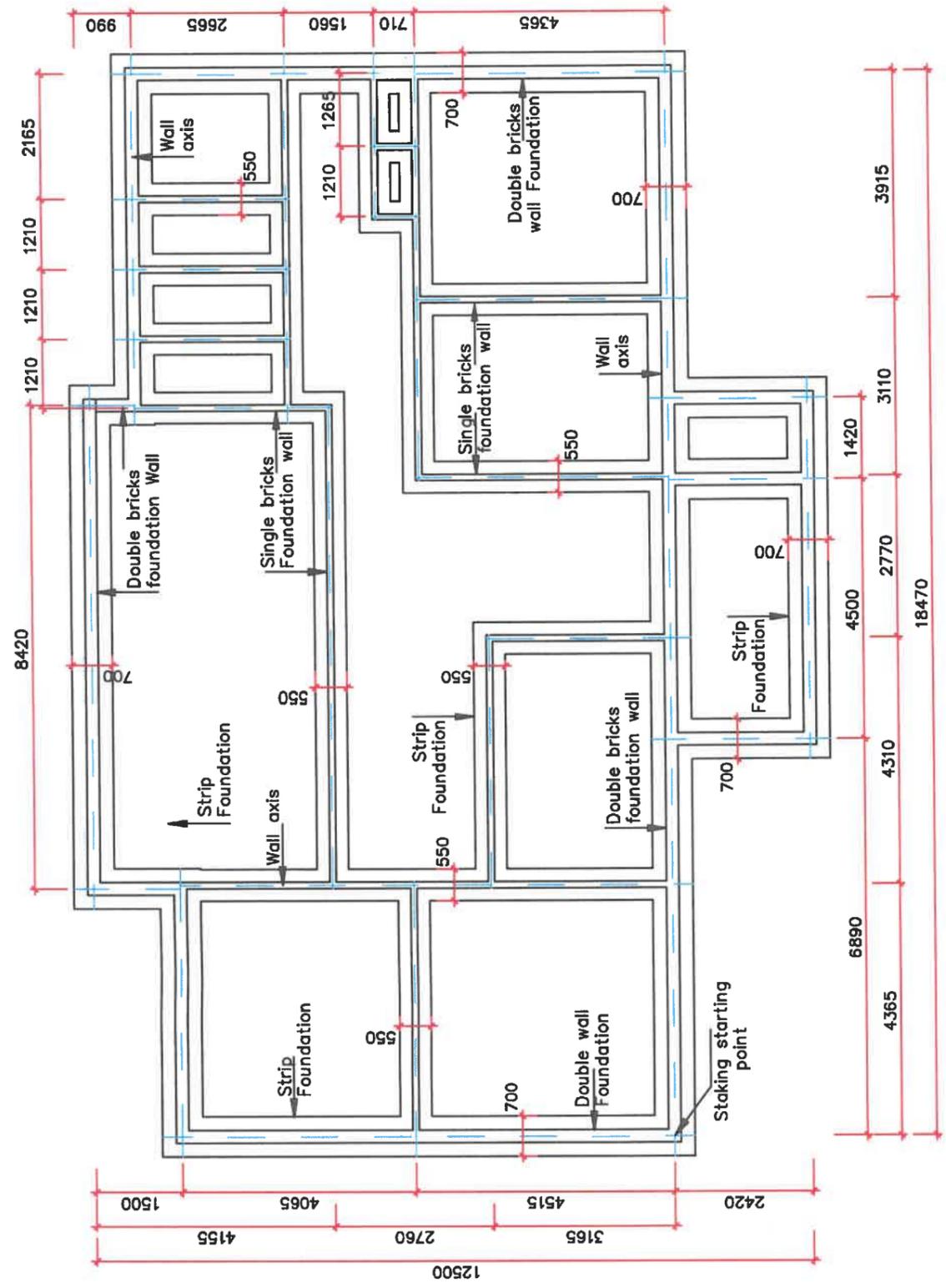
PROPOSAL FOR TYPICAL PROJECT FOR THE SETTLEMENT'S OFFICES.

Client: Otzondjupa Regional Council  
Contact: As shown  
Date: Sign:  
Draw: Arch. E. Torres  
Date: Sign: 081 340 9739

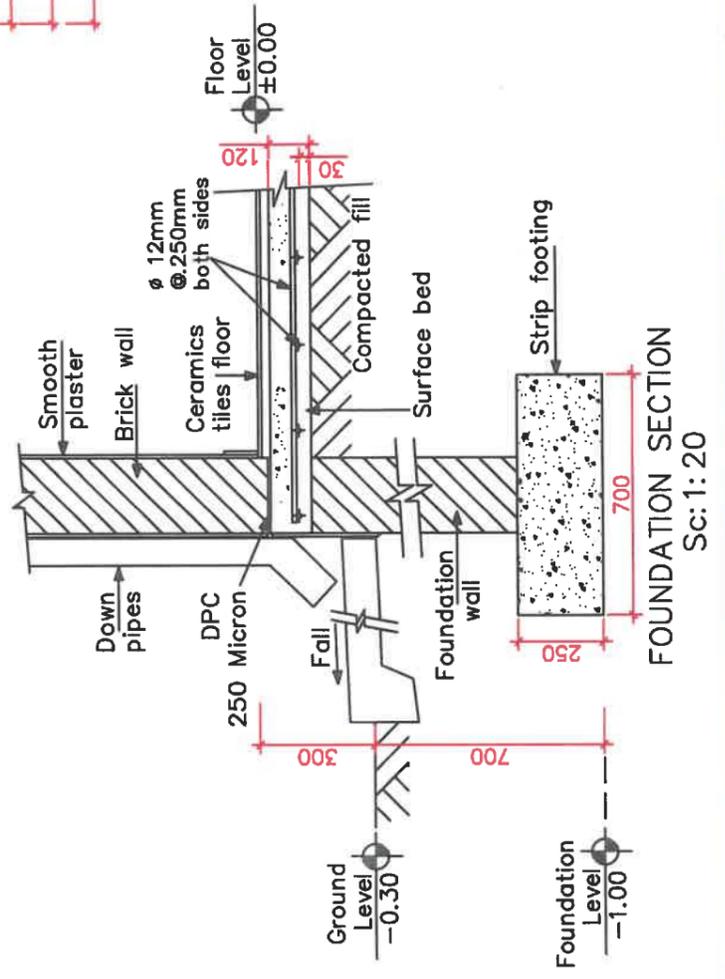
Approved:  
Plot area: 2677.00 m<sup>2</sup> Use area: 177.33 m<sup>2</sup> Total area: 196.42 m<sup>2</sup> Percentage of the building area: 7%

SECTION A-A Sc: 1:100

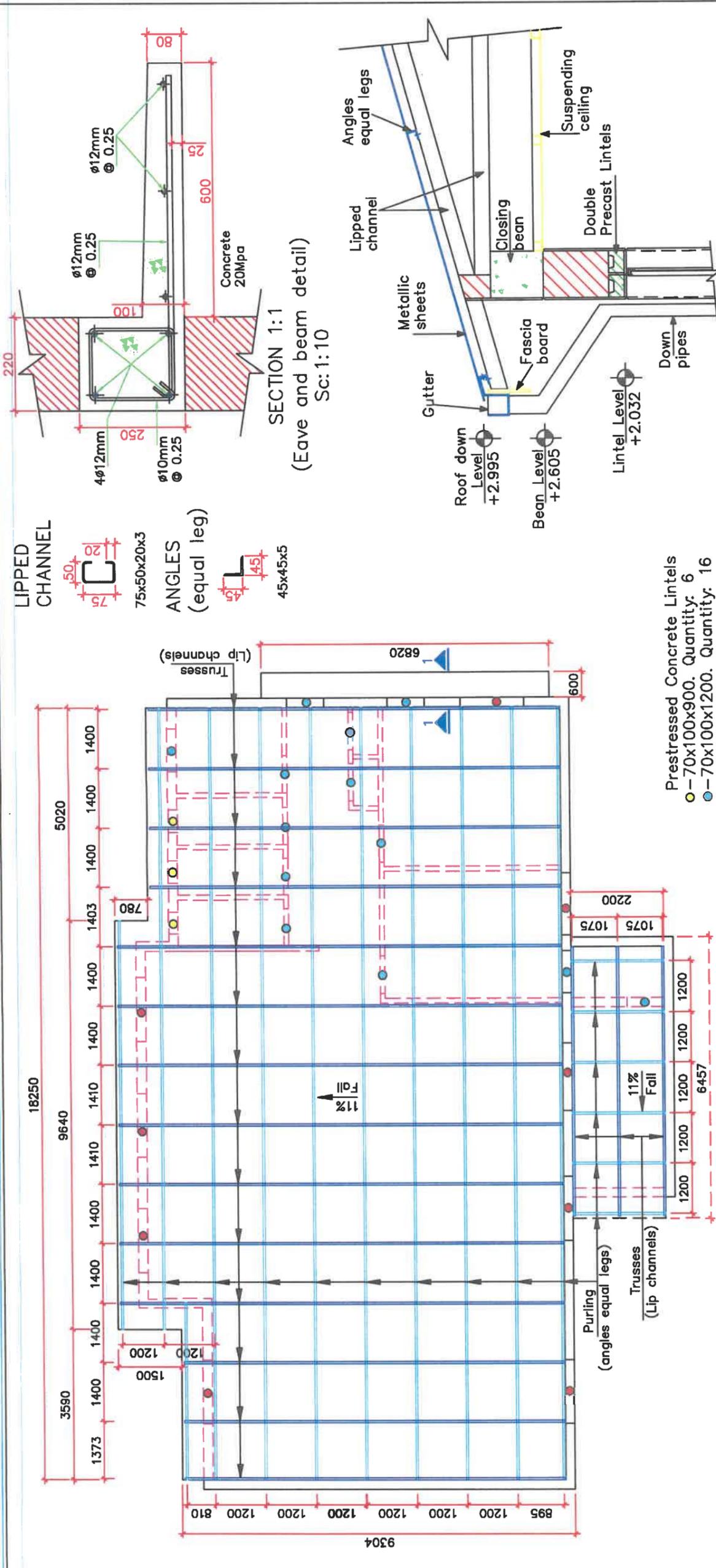
**NOTE:**  
 The dimensions are given in millimeters.  
 See the starting point of the stakeout in Site Plant.  
**Foundation:**  
 -Excavation for foundation min. 600mm below NGL or down to solid rock.  
 -Poison the soil against the inside of the excavation with chlordane soil insecticide  
 -Strip footings with 20Mpa concrete (see measures in project).  
 -Foundation walls, double and single bricks do common brickwork with reinforce (welded mesh) every two bricks rows.  
 -Backfill with clean earth or gravel without clay or organic matter under NGL inside excavation, compact filling in layers not exceeding 150mm thick.  
 -Surface bed 20Mpa 120 mm thick reinforced by steel diameter 12 mm @ 250mm both sides.



FOUNDATION PLAN Sc: 1:100

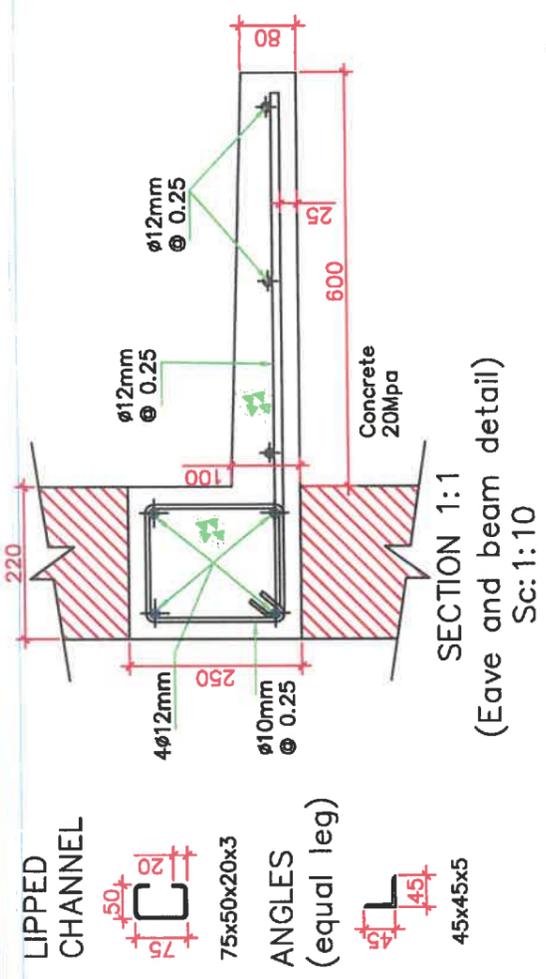


<b>PROPOSAL FOR TYPICAL PROJECT FOR THE SETTLEMENTS' OFFICES.</b>			
Client: Otjondjupa Regional Council	Contact:	Scale: As shown	Sign:
Draw: Arch. E. Torres	Contact: 081 340 9739	Date:	Sign:
Approved:	Contact:	Date:	Sign:
Plot area: 2677.00 m <sup>2</sup>	Usef. area: 177.33 m <sup>2</sup>	Total area: 196.42 m <sup>2</sup>	Percentage of the building area: 7%

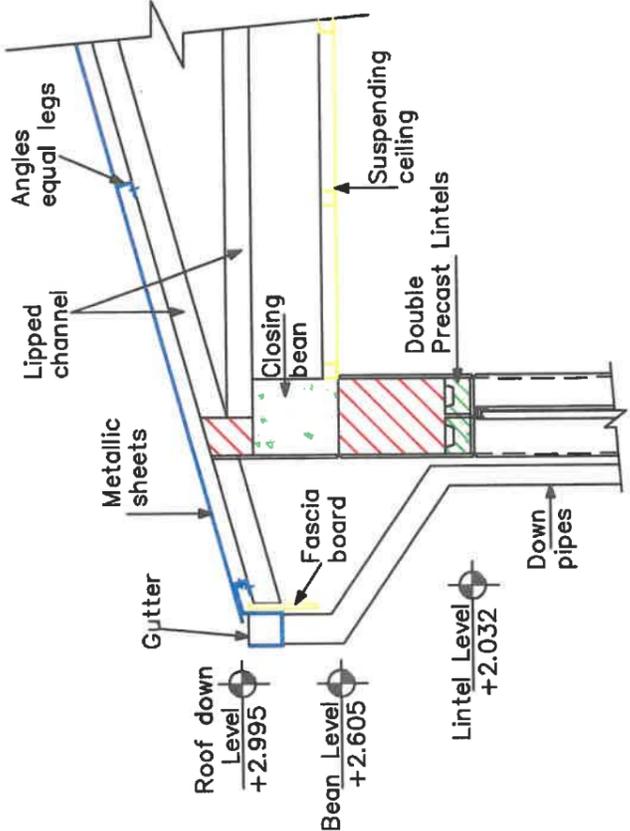


ROOF PLAN Sc: 1:100

NOTE:  
 Roof: Metallic sheets (RCP-8).  
 Purlins: Angles equal legs (45x45x5 mm).  
 Trusses: Lipped Channels (75x50x22 mm).  
 The eaves will be 500 mm.

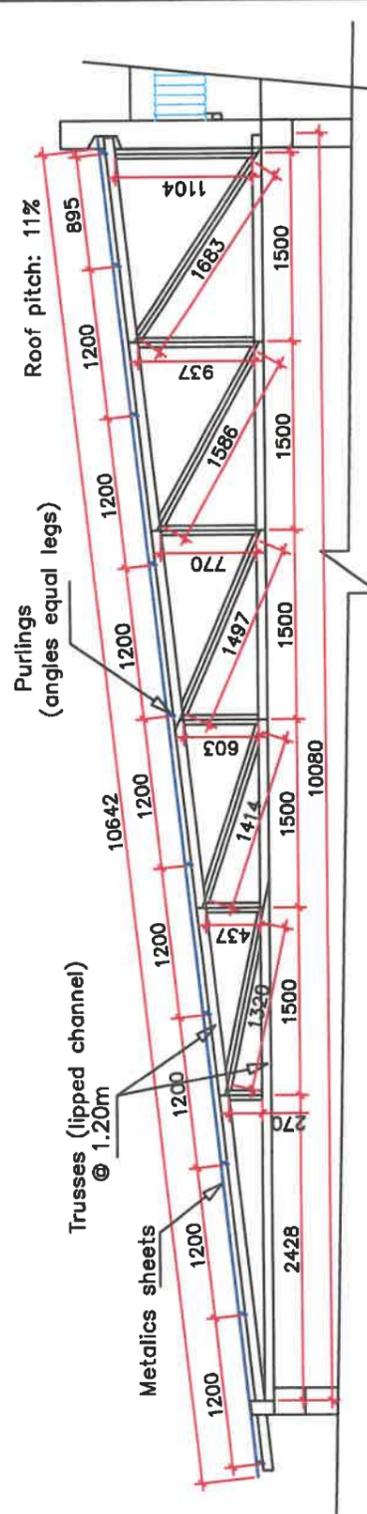


SECTION 1:1  
 (Eave and beam detail)  
 Sc: 1:10

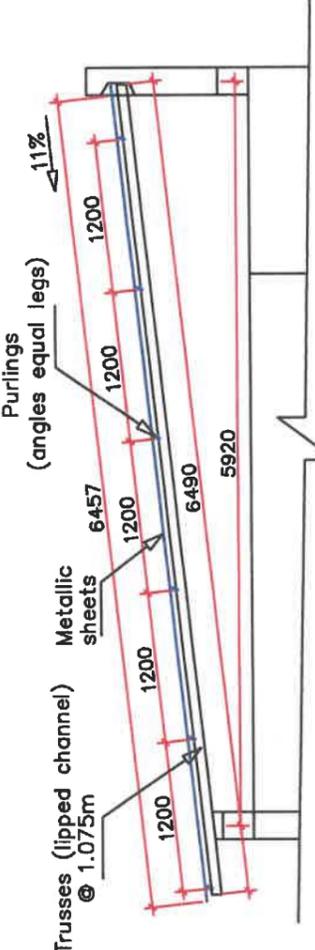


ROOF SECTION Sc: 1:20

Prestressed Concrete Lintels  
 ● -70x100x900. Quantity: 6  
 ● -70x100x1200. Quantity: 16  
 ● -70x100x1800. Quantity: 18



DETAILS OF TRUSSES Sc: 1:50



DETAILS TRUSSES VERANDAH Sc: 1:50

PROPOSAL FOR TYPICAL PROJECT FOR THE SETTLEMENT'S OFFICES.

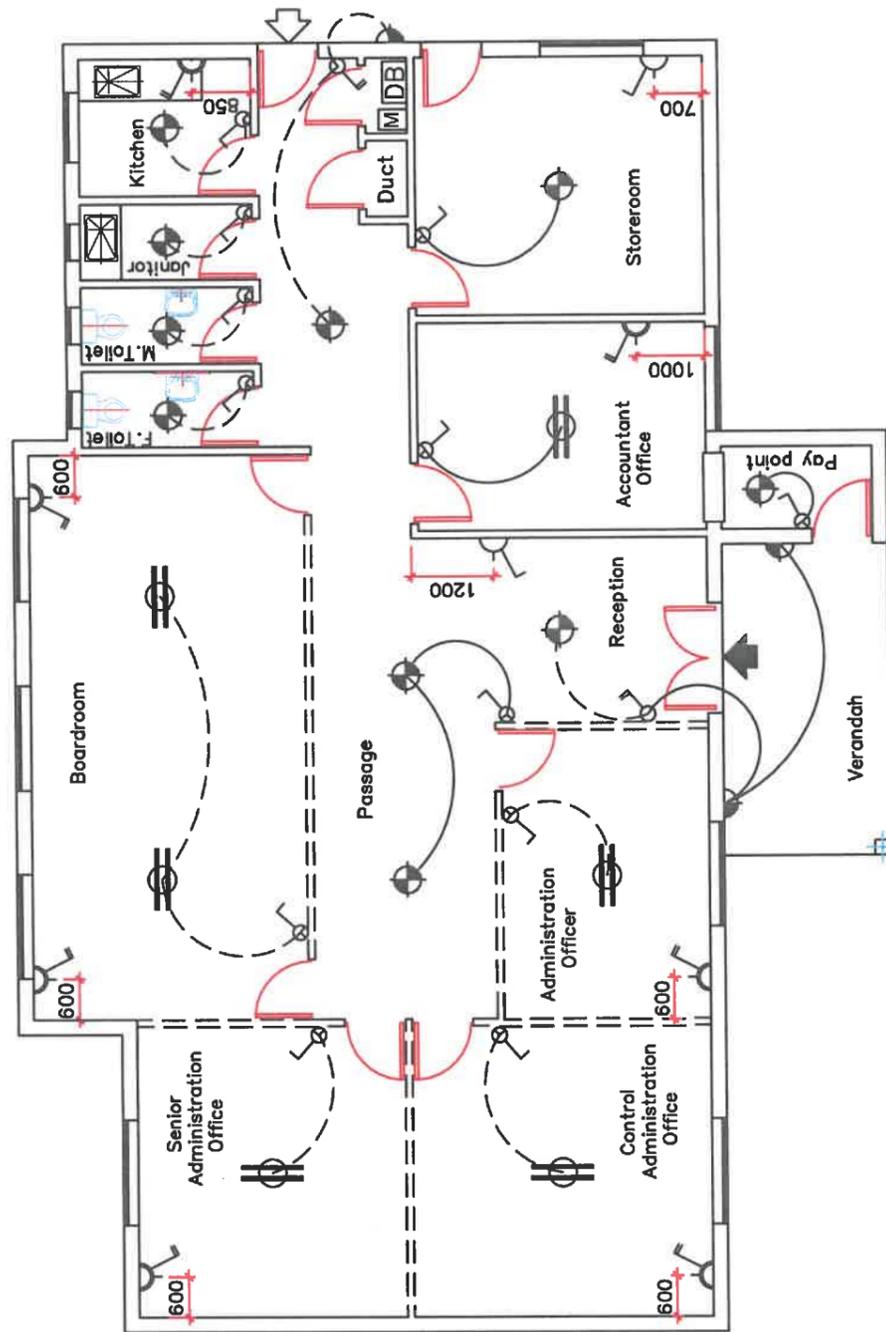
Client: Ojzondjupa Regional Council	Contact: Scale: As shown
Draw: Arch. E. Torres	Contact: 081 340 9739
Approved:	Contact: Date: Sign: Sign:
Plot area: 2677.00 m <sup>2</sup>	Usef. area: 177.33 m <sup>2</sup>
Total area: 196.42 m <sup>2</sup>	Percentage of the building area: 7%

**ELECTRICAL LEGEND**

- Double socket outlet.
- Single socket outlet.
- Lamp double tube fluorescent.
- Center Filament light.
- Wall light.
- Single switch.
- Double switch.
- Meter box.

**ELECTRICAL NOTES:**

The dimensions are given in millimeters.  
 The PVC pipes for the electrical wiring have a diameter of 20 mm.  
 The lamps will be placed in the center of the room and attached to the ceiling or to wall in the external cases.  
 The outlets will be placed at the height of 400 mm from the floor level and 400 mm from the corner (see the measure in the plan).  
 The switches shall be placed 150 mm from the edge of the span and at a height of 1200 mm from the floor level.



ELECTRICAL LAYOUT Sc:1:100

**PROPOSAL FOR TYPICAL PROJECT FOR THE SETTLEMENT'S OFFICES.**

Client: Ojodzondjupa Regional Council	Contact: As shown	Scale: As shown
Draw: Arch. E. Torres	Contact: 081 340 9739	Date: Sign:
Approved:	Contact:	Date: Sign:
Plot area: 2677.00 m <sup>2</sup>	Usef. area: 177.33 m <sup>2</sup>	Total area: 196.42 m <sup>2</sup>
Percentage of the building area: 7%		