



Otjozondjupa Regional Council



Tel: 067-303702
Fax: 067-302760

P.O. Box 1682
Otjiwarongo,
Namibia

REQUEST FOR QUOTATIONS FOR WORKS:

PERIMETER FENCING AND DE-BUSHING WORKS FOR TSUMKWE LANDFILL, OTJOZONDJUPA REGION

Procurement Reference No: W/RFQ/OTRC-13/2025/2026

Issued on: 06 November 2025
Compulsory Site Visit: 17 November 2025 at 10h00 a.m. in Tsumkwe Settlement
Closing Date & Time: 26 November 2025 at 10h00
Cost: N\$0.00 (Not for Sale)

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

INFORMATION TO THE BIDDERS:

Bidders shall enclose TWO Bidding documents (clearly marked as "ORIGINAL" and "COPY") with all supporting documents in a single sealed envelope, with the Procurement Reference Number: W/RFQ/OTRC-13/2025/2026.

The envelopes shall bear the Bidder's name and address, to be deposited in the Bid Box at the Otjozondjupa Regional Council, 22 Henk Willems Street, Otjiwarongo, on or before 26 November 2025 at 10h00.



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Letter of Invitation

TO WHOM IT MAY CONCERN

PROCUREMENT REFERENCE NO: W/RFQ/OTRC-13/2025/2026

06 November 2025

Dear Sir/Madam,

Request for Quotations for Perimeter Fencing and De-Bushing Works for Tsumkwe Landfill, Otjozondjupa Region

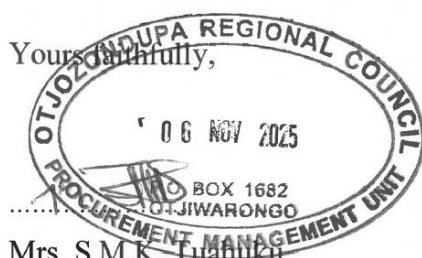
The Otjozondjupa Regional Council invites you to submit your best quote for the works described in detail in the bidding document hereunder.

Please prepare and submit your quotation on or before 26 November 2025 at 10h00, in accordance with the instructions given.

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

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

Yours faithfully,



Mrs. S.M.K. Tuanuku

Head of Procurement Management Unit

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

1. Rights of Public Entity

The Otjozondjupa Regional Council reserves the right:

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

2. Preparation of Quotations

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

- (a) the Quotation Letter in Section II with its annexure for Bid Securing Declaration;
- (b) the Priced Bill of Quantities in Section IV;
- (c) the Specifications and Compliance Sheet in Section V;
- (d) the original Site Visit Attendance Certificate to prove Bidder's attendance; and
- (e) any other attachment as deemed appropriate

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

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: 17 November 2025

Time: 10h00 a.m.

Place: Tsumkwe Settlement, Otjozondjupa Region (venue: Tsumkwe Settlement Office, defined by: -19.600890° and Longitude: 20.502227°).

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 Quotations

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

5. Bid Securing Declaration

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

6. Works Completion Period

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

7. Sealing and Marking of Quotations

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

8. Submission of Quotations

Quotations should be deposited in the Bid Box located at the Otjozondjupa Regional Council, 22 Henk Willems Street, Otjiwarongo, on or before 26 November 2025 at 10h00. Quotations by post or hand delivered should reach the Otjozondjupa Regional Council, 22 Henk Willems Street, Otjiwarongo by the same date and time at latest. Late quotations will be rejected. Quotations received by e-mail will not be considered.

9. Opening of Quotations

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

10. Eligibility Criteria and Evaluation of Quotations

This section contains Eligibility Criteria to participate in this Quotation exercise, as well as the criteria that the Otjozondjupa Regional Council shall use to evaluate the quotations in compliance with the provided Specifications, Drawings, and Bill of Quantities.

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.

The Request for Quotations will be evaluated in terms: Mandatory Documents / Eligibility Criteria; Technical Evaluation; Range of Bid; and Financial Evaluation. Non-compliance will result in disqualification of the bid.

Stage 1 - Mandatory Documents / Eligibility Criteria

Table 1 below 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 adhere to all the requirements in Table 1 below will lead to automatic disqualification.

Table 1: Preliminary Examination of Bids / Mandatory Documents

Document	YES	NO
Bidder has attached Original Site Visit Attendance Certificate to prove Bidder's attendance to the compulsory site visit		
Bidder, including partnership has submitted only one bidding document, which is duly completed, including all the bidding forms, and written in indelible black ink only, and English language.		
Bidder has signed all pages where applicable, and initialled all pages of the bidding document, including all the annexures.		
Submitted written statement by a power of attorney (or notary statement, etc.) proving that the person who signed the bid on behalf of the company/joint venture/consortium is duly authorised to do so. <i>Take note: this requirement is not applicable to sole proprietors</i>		
Bidding document is signed by a person duly authorised to sign on		

behalf of the Bidder		
Submitted a valid certified copy of Certificate indicating SME Status. <i>Take note: this requirement is only applicable to SMEs.</i>		
Certified copy of the valid Founding Statement or Company Registration Certificate (indicating the stream of business in which the company is engaged and which shall be related to the procurement works), and issued by the Ministry of Industrialization, Trade and SME development or Business and Intellectual Property Authority (BIPA), certified by the Namibian Police		
Original valid or certified copy by the Namibian Police of Good Standing Tax Certificate		
Original valid or certified copy by the Namibian Police of Good Standing Social Security Tax Certificate, clearly indicating the correct procurement reference number for this project, which is: W/RFQ/OTRC-13/2025/2026		
Certified copy of valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998		
Submitted the duly filled, signed, stamped, and dated Bid Securing Declaration; and Written Undertaking in terms of Section 138 of the Labour Act, 2015		
Attached certified copies of Identification Documents (IDs) and Qualifications of owner(s) and proposed employees, certified by the Namibian Police		
Attached certified copies of valid Completion Certificates; Practical Completion Certificate; or reference letters from the Clients for similar work done in the past.		
Submitted the Bank rating letter with C or better rating		
Attached certified copy or original proof of ownership of the relevant equipment or a valid letter of intent from a reputable equipment hire firm that such equipment will be provided during the contract period. Relevant equipment are: hydraulic excavator Min. 26 tons; Tipper truck Min. 10m ³ ; Grader; Bulldozer; Roller compactor; and Water tanker.		

10.1. Stage 2 - Technical Evaluation

Quotations will be evaluated using the following Technical Criteria in order to get the Technical Score (TS).

Criteria	Scoring	Max Marks
Similar Experience Requirements		
Experience of similar work completed by the Bidder (such as fencing & debushing works)	• Four (4) or more Reference letters/completion certificates in fencing work = 20 Points • Less than Four (4) Reference letters/completion certificates in fencing work = 10 Points • Four (4) or more Reference letters/completion certificates in debushing works = 20 Points • Less than Four (4) Reference letters/completion certificates in	40

	debushing works = 10 Points • No Reference letter/completion certificate of similar works attached = 0 Point <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>	
Team Competency Requirements		
Land Surveyor	1. With the relevant qualification in Land surveying at NQF Level 7 or Higher is attached = 5 Marks 2. Registration as Professional Land Surveyor or Technical Surveyor in Namibia and the certified copy of Registration Certificate is attached = 5 Marks	10
Plant Capacity Requirements		
Minimum plant equipment required	Full 10 points for plant owned with proof of ownership attached and half points for plant hired with letter of intent/lease agreement attached. No points allocated for plant without proof of ownership/letter of intent/lease agreement, that include the following minimum equipment: • Bulldozer = 10 marks • Front-End Loader or Wheel Loader = 10 marks • Dump Trucks / Tipper Trucks = 10 marks • Concrete Mixer (portable or truck-mounted) = 10 marks • Post Hole Digger (tractor-mounted or handheld) = 10 marks	50
Total Technical Score (TS) =		100%

The minimum pass mark for the Technical Evaluation shall be 50% and only those quotations having scored the minimum pass mark shall be retained for the next evaluation stage. Bids having scored less than the pass mark shall not be evaluated further.

10.2. Stage 3 - Range of Bid

At this stage, all Technically Responsive bids will be checked to determine whether they are within the acceptable bid range. Bids with the prices 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.

Bid prices that fall outside of this acceptable range shall not be considered for award and such Quotations shall consequently not be evaluated in the next stages.

The Standard Benchmark Price is computed as follows:

A = Employer's Budget Amount

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

(where T is the corrected / arithmetic bid amount of the bidders)

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

If there is no Quotation with the price that is falling within the bid range, then automatically, the first three Quotations with the price just below the 10% of the Standard Benchmark Price will be considered for financial evaluation, and the rest Quotations will not be evaluated further.

10.3. Stage 4 - Financial Evaluation

Financial Score (FS) of each Quotation will be determined as follow (Note: the lower the price, the higher the scores):

$$\text{Financial Score (FS)} = \text{Lowest Bid Price} / \text{Price of Quotation under consideration} \times 100\%$$

10.4. Stage 5 - Final Bid Scores & Award of Contract

In this stage, the Quotations will be evaluated by considering both Technical and Financial scores, whereby the Technical Score weigh 80% and the Financial Score 20% of each Quotation will be added together to determine the Total Bid Scores for each Bid, as follow:

$$\text{Total Bid Score} = (0.8 \times \text{Technical Proposal Score}) + (0.2 \times \text{Financial Proposal Score})$$

Finally, the bidder scoring the highest percentage (after adding both Technical and Financial scores) shall be the Bidder that has submitted the lowest evaluated substantially responsive quotation and qualified to perform the works, and shall be selected for award of contract. In the case where another section of this bidding document contradicts an item in the following evaluation criteria, the evaluation criteria shall hold preference.

11. Technical Compliance

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

12. Prices and Currency of Payment

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

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

13. Margin of Preference

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

14. Award of Contract

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

15. Performance Security

Performance Security is not required in this contract.

16. Notification of Award and Debriefing

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

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

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

Quotation addressed to:	Otjozondjupa Regional Council P.O. Box 1682, Otjiwarongo, Namibia
Procurement Reference Number:	W/RFQ/OTRC-13/2025/2026
Subject matter of Procurement:	Perimeter Fencing and De-Bushing Works for Tsumkwe Landfill, Otjozondjupa Region

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

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

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

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

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

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

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

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

Quotation Authorised by:

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

BID SECURING DECLARATION

(Section 45 of Act)

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

Date: _____

Procurement Ref No.: W/RFQ/OTRC-13/2025/2026

To: **Otjozondjupa Regional Council**
P.O. Box 1682,
Otjiwarongo, Namibia

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

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

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

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

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

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

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

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

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

Corporate Stamp here (if available):

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid or a duly authorised assigned member/partner of that close corporation]



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYER'S DETAILS

Company Trade Name:

Registration Number:

Vat Number:

Industry/Sector:

Place of Business:

Physical Address:

Tell No:

Fax No:

Email Address:

Postal Address:

Full name of Owner/Accounting Officer:

.....

Email Address:

2. PROCUREMENT DETAILS

Procurement Reference No:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

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

of *[insert full name of company]*

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

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

Signature:

Date:

Seal:

Please take note:

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

PROJECTS OF SIMILAR NATURE COMPLETED IN THE PAST 5 YEARS

Bidder should complete this form by starting with the most recent projects of similar nature completed (e.g. debushing or fencing works).

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

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

KEY PERSONNEL PROPOSED

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

Note: A bidder will be disqualified where the certified copies of valid qualifications, training certificates and IDs of all the proposed personnel are not attached.

VEHICLES, PLANT AND EQUIPMENT AVAILABLE FOR CONTRACT

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

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

Note:

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

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

SECTION III: SCOPE OF WORKS, SPECIFICATIONS, PERFORMANCE REQUIREMENTS

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

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PREFACE TO THE PROJECT SPECIFICATIONS

PS 1. SCOPE

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

PS 2. PORTION 1

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

PS 3. PORTION 2

Portion 2 contains amendments and additions to the Standardized Specifications, applicable to the Contract.

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

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

PS 4. STATUS

In the event of a discrepancy between the Project Specifications and a part or parts of the SANS 1200 or equivalent SANS 2001 Standardised Specifications, the Schedule of Quantities or the Drawings, the various documents, lists and schedules comprising the contract documents shall have the following order of precedence (from highest to the lowest order):

- ☐ Contract of Agreement;
- ☐ Letter of Acceptance;
- ☐ The Notice(s) to bidders;
- ☐ Special Conditions of Contract;
- ☐ General Conditions of Contract;
- ☐ Project Specifications;
- ☐ SABS 1200 (or equivalent SABS 2001);
- ☐ The priced Schedule Of Quantities; and
- ☐ Bid Drawings.

PORTION 1: THE WORKS

PS 5. INTRODUCTION

The project scope of work under this Contract comprises the construction of Perimeter fence for the Landfill in Tsumkwe, Otjozondjupa Region.

The full scope of the works required to be carried out under the contract, may increase or decrease depending on budgetary constraints of the project. Provisionally, however, it is envisaged that the works shall comprise of the following:

- ❑ Site establishment;
- ❑ Site clearance;
- ❑ Excavations; and
- ❑ Security fence installations.

PS 6. LOCATION OF THE PROJECT & ACCESS

The project site is located in Tsumkwe. Tsumkwe settlement serves as the administrative centre of the Tsumkwe constituency and is governed by the Otjozondjupa Regional Council. According to the 2023 Namibia Population Census, the population of Tsumkwe constituency is 15,357. The settlement can be accessed via the national road C44, approximately 220 km from the B8 national road, which connects Grootfontein and Rundu. The site coordinates are 19°35'49.47"S, 20°28'29.42"E.

PS 7. SITE FACILITIES AVAILABLE

PS 7.1 CONTRACTOR'S CAMP

The Contractor will establish his site camp and material storage area at a location on Site that shall require the prior approval of the Engineer.

Before occupying the Site for the execution of this Contract, the Contractor shall submit for the Engineer's approval a proposal for the layout of all his camp and storage areas.

PS 7.2 ACCOMMODATION OF EMPLOYEES

With the exception of a night watchman, employees may not be housed or accommodated on the site of the Works.

PS 7.3 WATER, ELECTRICITY AND SEWAGE

The Contractor shall make his own arrangements for the supply of water, sewer, telecommunications and power required by him for the execution of the Works. The bidder shall allow for the cost of all such arrangements.

Water, telecommunications, and electricity required for the Works may be taken from suitably situated supply points, upon making arrangements with the local authorities or other applicable authorities. The costs incurred for usage and in installing water, telecommunications and electrical supply lines from the supply points to the construction camp and/or Works shall be borne by the

Contractor. The Contractor will be held responsible for any damages to the supply lines and fittings for the duration of the Contract.

Note: *No separate payment will be made for the distribution and consumption of water and electricity. The cost for the above shall be deemed to be included in the tendered rates.*

PS 8. SITE FACILITIES REQUIRED

PS 8.1 ENGINEER'S SITE OFFICE AND ASSOCIATED FACILITIES

A site office will not be required by the Engineer. However, the Contractor must provide adequate office facilities to ensure the smooth running of the works. The Contractor will also provide a conference room of at least 18 square meters with a boardroom table and seating for at least ten (10) people at no additional cost to the Employer. All contract related documentation and drawings shall be kept available in this office.

PS 8.2 WATER, ELECTRICITY, TELECOMMUNICATIONS AND SEWAGE

The Contractor shall make his own arrangements for the supply of water, sewer, electricity and telecommunications for the execution of the Works. The distribution of water and sewage shall be carried out in accordance with the applicable laws of the Republic of Namibia.

Note: *No separate payment will be made for the distribution and consumption of water and electricity. The cost for the above shall be deemed to be included in the tendered rates.*

PS 8.3 CONTRACTOR'S SITE SANITARY FACILITIES

The Contractor shall provide and maintain adequate and proper ablution facilities for his site personnel.

If at any time the Contractor fails to observe the previously mentioned conditions and after being notified by the Engineer, fails to rectify conditions, the Engineer shall have the right to order such materials and appoint any workers as may be seen necessary to maintain the sanitary facilities as set out above. All related costs will be borne by the Contractor.

PS 8.4 LABORATORY FACILITIES

The Contractor will not be required to have a testing laboratory on site. A recognised and approved testing laboratory shall be appointed by the Contractor to carry out all acceptance control as required by the Project Specifications. The Contractor shall carry out sufficient checks and tests to satisfy himself that the materials used and workmanship (i.e. the quality of construction and adherence to the specified tolerances) complies with the provisions of the SABS 1200 (or SANS 2001).

All testing methods and frequency shall be strictly in accordance with the methods specified in the applicable SABS 1200 (or SANS 2001) standard. No additional payments will be made towards the testing of work and the Contractor should allow for the required testing in his Bid.

The Engineer shall (from time to time and as deemed necessary), within the provisions of the Contract, carry out acceptance control testing to verify the testing certificates produced by the approved independent laboratory as well as the materials produced by the Contractor for the incorporation into the Works.

***Note:** A prime cost sum has been provided in the Schedule of Quantities for any tests directed by the Engineer.*

PS 8.5 REQUEST FOR APPROVAL OF WORKS BOOK

A request for approval of works form shall be availed by the Engineer to record and request formal inspections of the completed works. No formal inspections of the completed works shall be conducted prior to the completion of the form.

PS 8.6 REQUEST FOR INFORMATION (WORKS)

A request for information form pertaining to the Works shall be availed by the Engineer to the Contractor to request critical information pertaining to the Works. Formal replies shall be recorded in this book and followed with a written site instruction (if required).

PS 9. FEATURES REQUIRING SPECIAL ATTENTION

PS 9.1 SITE MAINTENANCE

All rubbish, tools, tackle, plant, and material must be removed immediately from each section of the work as soon as it is completed. Each completed section of the work is to be left in a neat, tidy, and orderly state.

PS 9.2 RESTORING SURFACES

The Contractor will be held responsible for all damage to existing surfaces outside the specified excavation dimensions and the work has to be restored at his own expense to the satisfaction of the Engineer.

PS 9.3 SUPERVISORY STAFF

The Contractor shall ensure that sufficient supervisory staff, the required transport, instruments, equipment and tools are available to control works on site. The Engineer or his representative will not act as supervisor, foreman or surveyor.

All construction activities shall be executed and supervised by suitably qualified and experienced personnel.

PS 9.4 QUALITY ASSURANCE

The quality of work and workmanship will be strictly monitored and in no way will work quality be compromised. All work shall meet the requirements of the specifications. The quality of work is not negotiable.

The Quality Assurance System shall consist of procedures and checks and balances to ensure compliance with all requirements of the contract. Such procedures and checks and balances shall be documented in a manual for the implementation by all key staff members of the contractor. The contractor shall ensure that all key staff members are trained and equipped to implement the Quality Assurance System. The Quality Assurance System shall address all requirements of the Contract, but particularly the following:

- ❑ Minimum requirements;
- ❑ Quality control system;

- ❑ Measurement system;
- ❑ Approval system;
- ❑ Site administration.

The quality assurance system shall be divided into “general” and “project specific” parts. The “general” part shall contain the Contractor’s standard best practice. The “project specific” part shall contain project specific requirements, especially with regards to the Quality Control System, which shall reflect the requirements of the Standard and Project Specifications.”

PS 9.5 SOURCES OF MATERIALS

PS 9.5.1 MATERIALS

The Contractor shall identify his own source for material to be used. These materials must be tested and the results submitted to the Engineer for approval prior to the construction activity involving these material. The bid rate for the materials must include all cost including hauling.

PS 9.6 QUANTITIES

The quantities as set out in the Schedule of Quantities are mere estimates only. The quantities of work finally accepted and certified for payment and not the quantities given in the Schedule of Quantities shall be used for the determining payments to the Contractor.

The amount of quantities of material stated in the Schedule of Quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.

The stating of quantities of material or amount of work in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute the Works. The Contractor shall check the quantities of material required before ordering any materials. The order in which the Works are to be carried out shall be subject to the approval of the Engineer.

The validity of the Contract shall in no way be affected by difference between quantities in the Schedule of Quantities and the quantities certified for payment. Work shall be valued at the rates or lump sums tendered and accepted by the Employer, subject to the provisions of the General and Special Conditions of Contract.

PS 9.7 SECURITY

It shall be the responsibility of the Contractor to control access to the site during the execution of the Contract to prevent any unauthorised persons from entering the site. The Contractor shall provide security guards for this Contract as he deems fit.

PS 9.8 SAFETY AND SAFEGUARDING OF EXCAVATIONS

The Contractor shall appoint a Responsible Person as well as an assistant for him and their names shall be forwarded to the Engineer in writing before any work may commence. The Responsible Person shall be legally responsible for all safety on site. No work may be executed on site if neither of these two persons is on site.

Any excavation or spoiled material (dumps) that may, in the opinion of the Engineer, be a danger to the public or property must be barricaded in such a way that no accident or damages will occur to the public or property during construction.

The Contractor will be responsible for the safety of his personnel and the site in general at all times. All laws, rules, and regulations including the Machinery and Occupational Safety Act shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public, and equipment.

PS 10. CONSTRUCTION IN RESTRICTED AREAS

Working space during construction is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's equipment. However the Contractor must note that the measurement and payment shall be made in accordance with the specified cross sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include the full compensation for the difficulties encountered while working in restricted areas. Neither extra payment nor any claim for working in restricted areas shall be considered.

PS 11. NON-WORKING DAYS

The Contractor shall not work on the statutory public holidays as listed below:

- ☐ New Year's Day (1 January);
- ☐ Independence Day (21 March);
- ☐ Good Friday (25 March)
- ☐ Easter Monday (28 March)
- ☐ Workers Day (1 May);
- ☐ Cassinga Day (4 May);
- ☐ Ascension Day (5 May);
- ☐ Africa Day (25 May);
- ☐ Heroes Day (26 August);
- ☐ International Human Rights Day (10 December) and
- ☐ Christmas Day and Family Day (25/26 December).

Note: *Where any of these days fall on a Sunday the following Monday will be a special non-working day.*

PS 12. DISPOSAL OF SPOIL OR SURPLUS MATERIAL

No indiscriminate disposing of material shall be permitted. Surplus or unsuitable materials shall be spoiled at an approved site selected by the Contractor. Unused and good quality surplus material obtained from on-site excavations can be spread on site upon approval of the Engineer.

Building rubble and domestic waste shall be removed from site and be dumped at approved municipal waste disposal sites and no additional payment will be made, as all costs (excavating, loading and hauling irrespective of distance) will be deemed to be included in the tendered rates. Burning of any kind of waste on site is prohibited.

PS 13. DRAWINGS

All information in the possession of the Contractor that is required by the Engineer or his representative to complete the as-built drawings must be submitted to him before a Certificate of Completion is issued.

Only figured dimensions shall be used and drawings shall not be scaled unless required by the Engineer. The Engineer will provide the dimensions that may have been omitted from the drawings.

PS 14. NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract to safeguard the works and public.

The Engineer has the right to have any sign, notice or advertisement moved to another position, should they in any way prove to be unsatisfactory, inconvenient or dangerous to the general public. Such barricades shall be provided at the Contractor's own expense.

PS 15. WORKMANSHIP AND QUALITY CONTROL

PS 16.1 WORKMANSHIP

The onus shall rest on the Contractor to produce work that conforms to the requirements of the specifications and drawings. The Contractor shall at his own expense institute quality control system to provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff (with all transport, instruments and equipment) to ensure adequate supervision and control of the works at all times. The cost of supervision and process control and including testing carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractors' attention is drawn to the provision of the various standardised specifications regarding the minimum frequency of testing required for his process control. The Contractor shall at all times at his own discretion increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests, measurement and levels to indicate compliance with the specifications.

PS 16.2 ENGAGEMENT OF AN APPROVED QUALITY CONTROL LABORATORY

In addition, to the above quality control, the Contractor shall engage the services of an approved independent laboratory for the testing of materials and quality testing to ensure that his work complies with the specifications.

PS 16.3 PROVISION OF SURVEY INSTRUMENTS

The Contractor shall avail the Engineer's representative with good quality survey equipment as may be necessary to carry out routine spot checks of the Works. The survey equipment shall be maintained in good order at all times.

The Contractor shall provide at his expense two (2) persons to assist the Engineer's representative when checking any section of the Works.

PS 16. TRENCHES

The responsibility of safeguarding of excavations lies entirely with the Contractor. No trenches may be left open during the Builder's Holidays.

The onus shall rest with the Contractor to protect the public against dangerous on-site conditions such as open trench excavations, manholes etc. Special attention is drawn to the fact that the Contractor needs to ensure safe pedestrian and vehicular movement and access at all times especially at night. The Contractor should therefore identify and safeguard potential hazards before the end of each working day especially on weekends.

PS 17. CLASSIFICATION OF EXCAVATION

Excavation in this Contract shall be classified as soft and hard.

PS 18. INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these documents or provided separately, is being offered in good faith. However pertaining to the information supplied, no guarantee can be given that all the information necessary is correct or representative. More specification the above is applicable to all materials surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling and the natural variation of the material of the formations being investigated and the measure of confidence with which the respective conclusions can be drawn for the investigations carried out.

The Employer accepts no liability for the correctness or otherwise information supplied or for any resulting damages, whether direct or consequential, should it prove that during the course of the Contract that information supplied is incorrect or not representative. Any reliance placed by the bidder on this information shall be at the Contractor's own risk.

PS 19. REPORTING

The Contractor shall submit the following reports on a monthly basis:

- (i) Labour statistics, including the number and gender split of all employees; a breakdown by age group; functions and skills; the number of unskilled people employed specifically for the project; and any other statistic required by the Employer.
- (j) An accurate cash flow forecast, taking into account the work done to date and any programme revisions.

PS 20. LABOUR

PS 20 EMPLOYMENT OF LOCAL LABOUR

The Contractor should as far as practicable make use of the local labour force that is presently unemployed. The Contractors attention is drawn to the utilisation of the local labour residing in the immediate project area.

To this end, the Contractor shall be required to limit non-local employees to key personnel only and to employ and train local labour on this Contract.

It is the intention of the Government of the Republic of Namibia to provide scarce employment opportunities to local inhabitants in the project area. Only with the written consent of the

Employer may the Contractor import and employ unskilled labour not residing permanently in the project area. The contractor has to submit evidence that he has unsuccessfully tried to recruit such persons from the project area if he wants to import labour into the project area.

Additional employment objectives of this project are to ensure that gender equality is achieved and that equal opportunities are afforded to all ages that are fit and able to work under Namibian legislation. The Contractor shall be tasked to ensure that these objectives are met as far as possible during the recruitment process, and to submit proof thereof to the Engineer.

The same shall apply to semi-skilled labour. Only with the written consent of the Engineer may he then import such semi-skilled labour to the project area.

PS 21 LABOUR RELATIONS AND COMMUNITY LIAISON

Before the start of the project, public relations work must be carried out to ensure a good perception of the project by the local people and establish effective systems for community liaison. The community involvement in the implementation of the project will help facilitate improved relations with labourers, instill a sense of participation and ownership of the road among community members. This will also equip the site management with a deeper understanding of cultural, social and economic backgrounds of the communities involved.

Workers' Committees proved in the past to be effective for promoting good labour relations, to inform the workers and to receive feedback from the workers. The Contractor is therefore advised to establish Workers' Committees early during the contract period and to use these committees to foster and promote good labour relations.

PS 22 HIV / AIDS AWARENESS TRAINING

The contractor shall arrange that HIV / AIDS awareness training sessions are presented to workers once every two (2) months for the full duration of the Contract. The Contractor shall liaise with the Engineer's Representative regarding dates and venues for the awareness training.

The Contractor shall provide a suitable venue and ensure that all workers attend the training sessions. The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Engineer's Representative with a copy of the attendance register as well photographs.

The cost of arranging the HIV / AIDS awareness training shall be deemed to be included in the payment items *8.3.1: Scheduled Fixed Charge and Value Related Items* of the schedule of quantities.

PS 23. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

The Contractor shall be held accountable for any costs arising from his negligence with regards to the adverse effects to the environment. The Employer reserves the right to recover any such costs by deducting the relevant amount from Interim Payment Certificates. To minimise the potential negative environmental impacts the Contractor shall be required to implement the following actions:

PS 23.1 PUBLIC NUISANCE

The Contractor's staff (including Sub-contractors, drivers and operators visiting the site) shall not cause any unnecessary nuisance to residents or other people in the project area. Any complaints received by the Engineer shall be addressed immediately and the associated guilty party may face possible suspension from the project.

PS 23.2 TEMPORARY VEHICLE TRACKS AND HAUL ROADS

As far as possible, only existing tracks and haul roads shall be used. If new tracks and/or haul roads are required, they shall require the prior approval of the Engineer.

Upon the completion of the works, all new tracks and/or haul roads are to be ripped in order to reinstate the natural environment.

PS 23.3 REMOVAL OF TREES

Before any trees are removed from site, the Contractor shall mark all trees requiring to be felled for inspection by the Engineer. As far as practicable, no indigenous trees are to be uprooted.

PS 23.4 FAUNA AND FLORA

Flora and fauna should be protected wherever possible. The excavation of material from the water courses may only be done with the approval of the Engineer and in such a manner that they do not affect the natural water flow of water or the adjacent vegetation.

PS 23.5 REMOVAL AND TRANSPLANTING OF ALOES AND BULBOUS PLANTS

Aloes are a protected species and shall not be destroyed under any circumstances. Aloes and other plants shall not be sold or removed for private usage.

All aloes and bulbous plants that are affected by construction shall be removed and transplanted to a safe location.

The Contractor shall give the Engineer notice for the inspection and removal to be carried out prior to the commencement of the construction in each area.

The relocated plants shall be planted at suitable locations and soils. For each aloe, a hole shall be (large enough to accommodate the plant roots). The plant shall then be placed in the hole about 100 mm deeper than it was originally (i.e. the highest of the old roots to be placed 100 mm below the surface). The soil shall be filled in around the roots, firmly pressed down and watered to expel the air and settle the soil around the roots.

PS 23.6 CONSERVATION OF TOPSOIL (“OR SEED LAYER”)

The topsoil or overburden containing seed and organic matter is very important in rehabilitating the site and establishing vegetation cover so that soil erosion is prevented.

In many cases an organic layer (or a horizon) ranging between 100 to 250 mm is present. Therefore a nominal 120 mm to 200 mm of the top material shall be stripped and stockpiled prior to construction:

Note: *The stockpiled top soil may not be removed from the site.*

PS 23.7 MANAGEMENT OF SURFACE RUNOFF

The Contractor shall be mindful of activities that may lead to soil erosion. As a result he shall seek to:

- ❑ Avoid concentrated flow of water such that it may result in soil erosion;
- ❑ Minimise the area that is cleared of vegetation;
- ❑ Minimise the time over which any cleared area is exposed to the weather;
- ❑ Trim of the slopes and of borrow pits and spoil sites to the Engineer’s requirements and spread the stockpiled topsoil over these slopes.

PS 23.8 DUST

The following measures shall be taken in all areas where dust may give rise to visibility of nuisance factors, including public roads and construction sites close to residences and other buildings:

- ❑ Exposed surfaces shall be sprayed with water to control the escape of dust;
- ❑ Avoid clearing vegetation beyond the minimum area that is necessary;
- ❑ Avoid clearing vegetation earlier than is necessary; and
- ❑ Replace topsoil and rehabilitation as soon as possible after each section of the works is completed.

PS 23.9 NOISE

Noise levels shall be kept to an absolute minimum near residences or other buildings. In addition, vehicles with high noise level emissions shall be fitted with silencers, which shall be at all times properly maintained.

Near residences or any other area where noise may be a nuisance, the working hours shall be restricted to daylight hours, unless otherwise authorised by the Engineer.

PS 23.10 PUBLIC SAFETY

The Contractor shall take all reasonable precautionary measures to ensure the safety of the public, which includes roads users, residents and other people in the project area.

The construction works shall be well sign-posted, good visibility shall be maintained; potential hazards shall be barricaded and well lit.

All vehicles connected with the project or serving the project shall comply with speed limits load restrictions and all other relevant road ordinances.

PS 23.11 HEALTH AND SAFETY MEASURES FOR SITE PERSONNEL

The Contractor shall ensure that all relevant health and safety standards are applied on the site as required in terms of the Namibian Labour Act.

PS 23.12 REHABILITATION

All areas disturbed by the Works shall be rehabilitated to prevent soil erosion and encourage the growth of natural vegetation, heal any unsightly scars in the landscape and restore the environment to near-natural conditions as far as possible.

PS 24. COPYRIGHT

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

PS 25. APPLICABLE SPECIFICATIONS

The applicable specifications for this contract will be “SABS 1200 or Equivalent SANS 2001 Standardized Specification for Civil Engineering Construction”, latest version.

Note 1: *Any reference/s to or parts of the SABS 1200 shall be deemed to include the equivalent SANS 2001 standardised specifications.*

Note 2: *None of the above-mentioned standard specifications are included into this document.*

The following sections of the SABS 1200 will be applicable (and if necessary any other section of SABS 1200 not listed here that may be applicable on the project):

SABS 1200 A	GENERAL
SABS 1200 AB	ENGINEER’S OFFICE
SABS 1200 C	SITE CLEARANCE
SABS 1200 D	EARTHWORKS
SABS 1200 GA	CONCRETE SMALL WORKS
SABS 1200 H	STRUCTURAL STEEL WORK
SABS 1200 HA	STRUCTURAL STEEL WORK (SUNDRY ITEMS)

Variations and additions to the SABS 1200 standardised specifications are given in portion 2 of the project specifications.

SABS 1200 A	GENERAL
SABS 1200 D	EARTHWORKS

PORTION 2

Amendments and additions to the specifications listed in Portion 1 of the project specifications

Status:

Should any requirements of the project specifications conflict with any requirements of a standardized and/or particular specification in this document, the requirements of the project specification described herein shall prevail.

PSA GENERAL

PSA 1 MATERIALS (CLAUSE 3)

PSA 1.1 Quality (Clause 3.1)

All materials proposed by the Contractor shall be tested. The tests, as well as the materials, shall be approved by the Engineer prior to any such materials being built into the Works and all costs involved shall be deemed to be included in the rates tendered. Any materials built in without the prior approval by the Engineer may be required to be removed at the Contractor's own cost.

If required by the Engineer, the Contractor shall deliver samples of materials to be tested to a laboratory indicated by the Engineer.

PSA 2 PLANT (CLAUSE 4)

PSA 2.1 Contractor's Offices, Stores and Services (Clause 4.2)

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees off site and to transport them to site. Only one security guard will be allowed on site overnight and over weekends.

The Employer will place an area of ground of approximately 0.1 ha at the disposal of the Contractor. The Contractor will be required to provide his own facilities, for example, a fenced in yard, offices, workshops, stores, and any other temporary structures required by the Contractor for the storage of all material and plant. The extent of the Contractor's camp shall be restricted to the area allocated by the Engineer. The cost of providing and removal of the Contractor's facilities shall be paid for under provision of facilities on site and removal of the site establishment respectively

Add the following:

The Contractor's attention is drawn to the applicable regulations framed under the Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983). When working in built-up areas, the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding 85 dB during excavations and other work. Alternatively, he shall, by means of barriers, effectively isolate the source of any noise in order to comply with the said regulations

PSA 3 SURVEY (CLAUSE 5.1)

PSA 3.1 Setting out of Works (Clause 5.1.1)

The Contractor shall be responsible for the setting out of the works. Further, the Contractor shall, prior to commencing with any construction activities, determine the existing ground levels.

Should these levels differ from the level provided by the Engineer, the Contractor must inform the Engineer in writing in order to agree the construction quantities prior to the commencement of the construction.

Should the Contractor commence with construction without submitting any survey information and/or do not inform the Engineer of any discrepancies between the survey information provided by the Engineer and that of the Contractor, the quantities calculated by the Engineer will be accepted as correct and no claim for additional payment will be accepted due to such discrepancies.

No additional payment will be made by the Client for any survey work required by the Engineer.

PSA 4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES (CLAUSE 5.4)

Before commencement of construction the Contractor shall, in conjunction with the relevant authority, determine the exact position on site of all underground services. All such services shall be deemed to be known services. No payment will be made to verify "known" services.

The Contractor shall excavate all existing services by hand to establish their exact position and level.

PSA 5 ACCOMMODATION OF TRAFFIC (CLAUSE 8.8.2)

PSA 5.1 General

The Contractor shall ensure that all streets adjacent to or crossing the Site and which are affected by the Works and/or Temporary Works are kept in a safe condition for pedestrians and vehicular traffic.

The Contractor shall organise his work so as to reduce the inconvenience to traffic to a minimum, and no public road or street shall be completely closed without prior approval. If so ordered, the Contractor shall provide suitable bridges at street and driveway crossings where traffic must cross open trenches. The Contractor shall construct temporary accesses to adjacent private properties if necessary to ensure access

The Contractor shall provide and maintain in proper condition all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow the routes of diversion throughout their length. The Contractor shall provide flagmen at all deviations and/or obstructions where deemed necessary by the Engineer.

All signs shall be as shown on the signs and deviation drawings. All traffic signs and the control of traffic shall be in accordance with either the South African (1982) or Namibian Road Traffic Signs Manual (also see drawing no. P5985CPTP4). Typical signs and equipment covered under this section, includes: Moveable Barricades, Road Closed Sign, Residents Only Signs, Stop and Go Sign, Drums, Traffic Cones and other signs specified by drawing no. P5985CPTP4.

The Contractor shall liaise and co-operate with the relevant Traffic Authorities and Engineers Representatives wherever the Works affect existing roads. The Contractor shall sign an indemnity clearing the Local Authority, as applicable, from all liabilities in respect of excavations and works on or adjacent to trafficked roads.

PSA 6 MEASUREMENT AND PAYMENT

PSA 6.1 Payment

(a) Fixed-charge and value-related items (Clause 8.2.1)

Replace sub-clause 8.2.1 to read as follows:

Payment of the fixed charge and value related items will be made in three instalments, as follows:

- (1) The first instalment, 50 % of all items listed under 8.3, in the schedule of quantities, will be paid in the first payment certificate after the contractor has met all his obligations under these items and has made a substantial start with construction in accordance with the approved programme.
- (2) The second instalment, 35 % of the items stated above, will be paid when the value of the work done reaches one half of the tendered amount, excluding contingencies and price adjustments.
- (3) The third and final instalment, 15 % of the items stated above, will be paid when the works have been completed and the Contractor has fulfilled all the requirements of the contract.

These items will be subject to the reduction of retention money as provided for in the contract.

Add the following:

The tender amount for this item shall be limited to a maximum of 15% of the total Tender Sum excluding the contingency amounts allowed for in the Schedule of Quantities.

PSA 6.2 Sums Stated Provisionally by the Engineer (Clause 8.5)

(b) Provisional Sum for Control tests ordered by Engineer

This provisional sum shall cover the cost of acceptance control tests specifically ordered by the Engineer and executed by an approved commercial laboratory.

Unit: Provisional Sum (PS)

PSA 6.3 Percentage charges and profit

The item will cover all additional cost the Contractor might incur such as bank charges, financing cost etc.

Unit: Percentage (%)

PSD EARTHWORKS

MATERIALS (CLAUSE 3.1)

CLASSES OF EXCAVATION (CLAUSE 3.1.2)

The classification "soft", "intermediate", "Hard", "boulder excavation class A" and "boulder excavation class B" shall not be applicable to this Contract. All material will be measured as soft and the Contractor should allow in his rates for any additional cost should he encounter hard excavation.

CONSTRUCTION (CLAUSE 5)

SAFEGUARDING OF EXCAVATIONS (CLAUSE 5.1.1.2)

The Contractor shall be responsible to ensure the safety of all excavations.

DISPOSAL (CLAUSE 5.2.2.3)

All excess material shall be disposed of at a site to be found by the Contractor and approved by the Engineer.

FREE-HAUL (CLAUSE 5.2.5.1)

The free-haul distance for all earthworks on this Contract shall be unlimited.

OVERHAUL (CLAUSE 5.2.5.2)

No overhaul shall be paid and the transport of all material shall be deemed to be within the free-haul distance.

TOLERANCES

POSITIONS, DIMENSIONS, LEVELS ETC. (CLAUSE 6.1)

All excavations, terraces, and embankments shall be done to comply with the requirements for finishing to a Degree of Accuracy II.

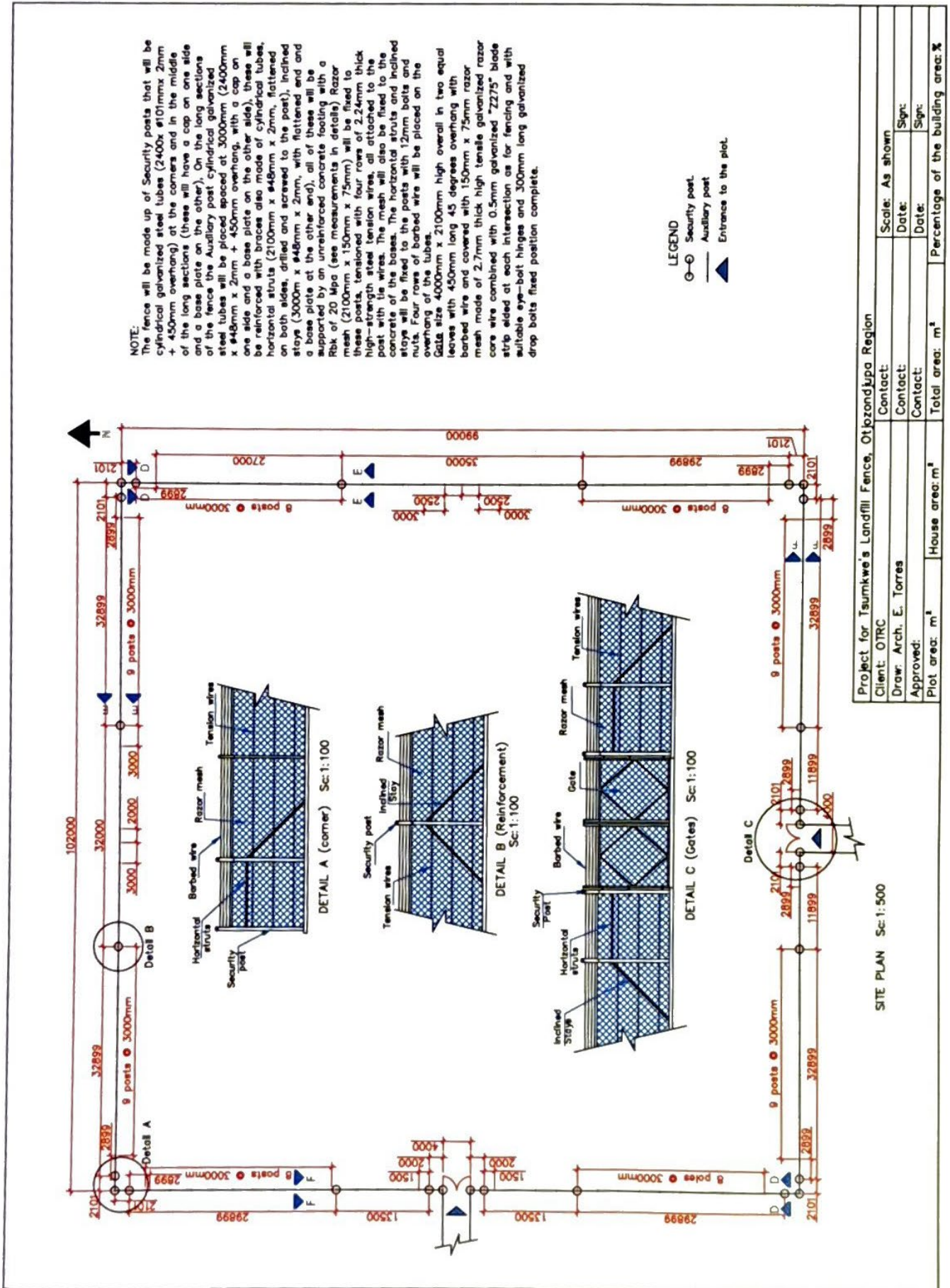
MEASUREMENT AND PAYMENT

BASIC PRINCIPLES (CLAUSE 8.1)

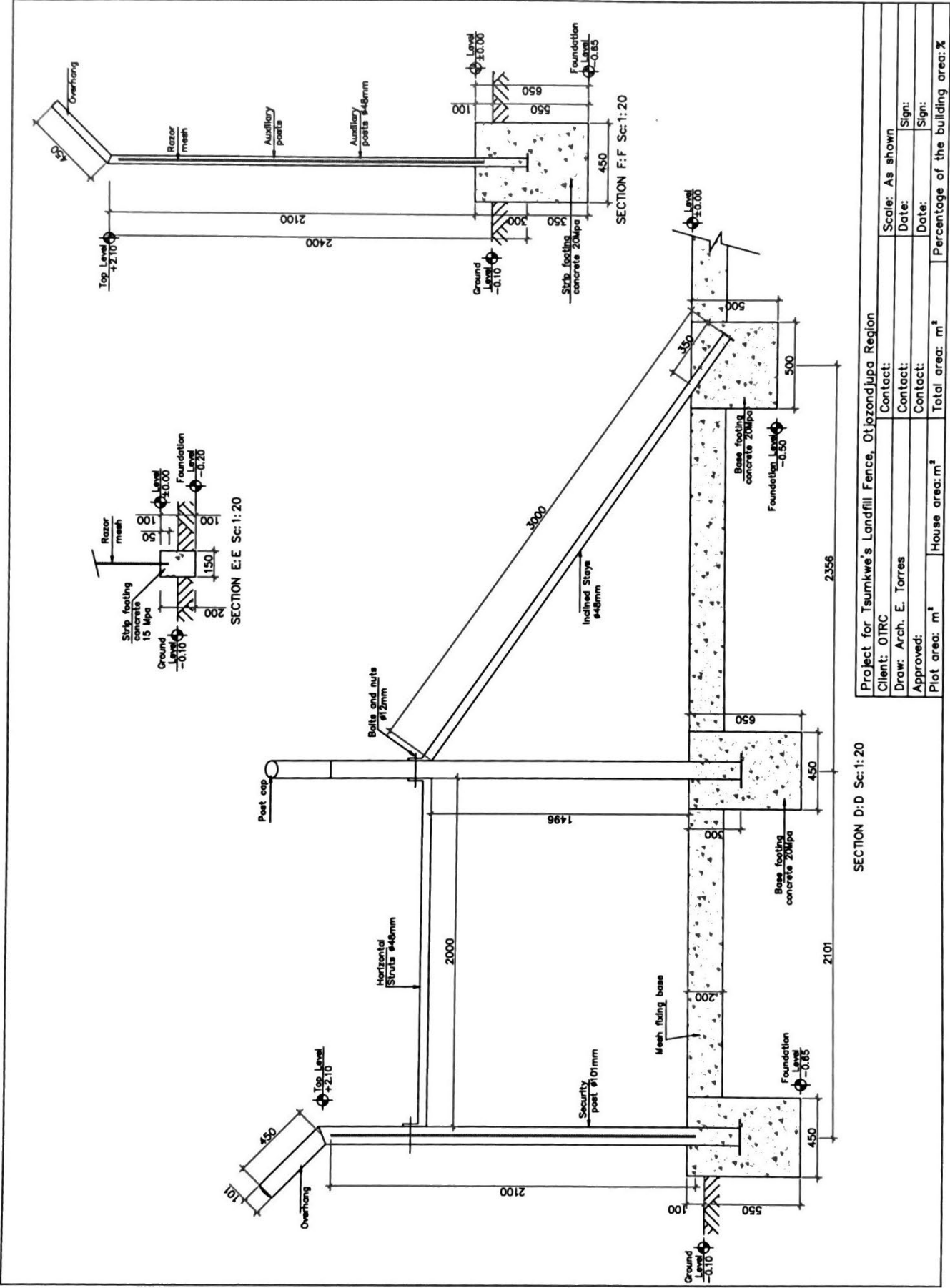
Free-haul shall be unlimited. No overhaul shall be paid.

PROJECT DRAWINGS

1. Site Plan



2. Section



SECTION IV: PRICED BILL OF QUANTITIES

Procurement Reference Number: **W/RFQ/OTRC-13/2025/2026**

PREAMBLE TO BILL OF QUANTITIES

1. This Bill of Quantities forms part of, and must be read in conjunction with the General Conditions of Contract, Special Conditions of the Contract, the Project Specifications, and the Drawings.
2. Descriptions in the Schedule of Quantities are abbreviated and the Schedule has been drawn up generally in accordance with the latest issues of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the particular specification(s) be in conflict with the terms of the Schedule or, when relevant, Civil Engineering Quantities, the requirement of the Standardized and Project Specifications, or particular specification as applicable, shall prevail.
3. The Bidder shall insert his/her rates and total prices for each item listed below, including the profits thereon, off-cuts, wastage and everything necessary for the completion of that item. VAT shall be indicated separately in the VAT column.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The bidder is at liberty to insert a rate of his own for each item in the bill and such prices and rates shall cover all costs and expenses required for the construction of the project including the risks, liabilities and obligations set forth in the document on which the bid is based.
6. 'Material' Rate shall include the supply of all items of material to the site including all incidentals necessary for the completion of each item, plus the profit thereon. VAT shall be indicated separately in the VAT column.
7. 'Labour' Rate shall include the cost of all labour, both skilled and unskilled, plus supervision and profit, required to complete the installation of all material covered by each item. VAT shall be indicated separately in the VAT column.
8. For "Rate Only" items, the quoted rate shall apply in the event of work under this item being required. The Bidder shall however note that in terms of the Bid Data the Bidder may be asked to reconsider any such rates which the Employer may regard as unbalanced.
9. The hyphen - sign is used in the "Quantity" column to indicate that quantities of such items cannot be determined at the stage of bidding. Thus, the bidder shall only provide his rate for such items, in case the items would be required.
10. A Bid may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are unreasonable or out of proportion in the opinion of the Employer, and if the Bidder fails to adjust the unit rates or lump sums for such items within a period of 7 days of having been notified in writing by the Employer to make such adjustments.
11. Only major items have been scheduled, but the required work shall be carried out completely by the Contractor, whether specified in detail or not. The amount of work or the quantities of materials stated in the Bill of Quantities shall not restrict or extend the amount of work to be done or the quantities of materials to be supplied by the Contractor. No extra price will be considered for the provision thereof, unless detailed in writing by the Contractor, in a cover letter submitted with his offer.
12. All items in the Bill of Quantities are deemed to include supply, installation and connection where appropriate, unless stated to the contrary.
13. Bidders are advised to check their item extensions and total additions since no claim for mathematical errors will be considered.
14. The quantities shown in the bill below are approximates, meaning payment to Contractor shall strictly be for the work completed.
15. The quantities of materials or the amount of work listed in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order materials or to execute work. The Contractor shall obtain

the Project Manager's instructions and/or construction drawings for all work before ordering any materials, executing work or making necessary arrangements accordingly.

16. Contingencies and each Provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions, and the Contract Amount shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Contingencies/Provisional Sum relates, as the Project Manager shall have instructed.
17. During the execution of the works, the Employer reserves the right to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.
18. Bidder must use black ink to insert rates and changes will only be acceptable if the original rates are crossed out, new rate is indicated next to it, and bidder has signed next to the change made. The use of correcting fluids like Tippex, etc is unacceptable.
19. Rates that the bidders do not wish to complete must be indicated with NIL.
20. If the Bidder omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.
21. Currency of Bid: Namibian Dollars
22. Bidder must authorise the prices quoted by signing in the signature block below.
23. Completion of the Bill of Quantities below means that the bidder has done a market research on all required items and has familiarised himself with the site, and appropriate rates for the required works shall be inserted in the Bill of Quantities.
24. Where cross-references to Clauses and Drawings are given in the Bill of Quantities and other Contract Documents, such cross-references are not necessarily complete. References to parts of and Clauses in other Contract Documents and to the Drawings will normally be abbreviated as follows:

DOCUMENT

Drawings
General Conditions of Contract
Special Conditions of Contract
Project Specifications
SANS 1200 Standardized Specification
Civil Engineering Quantities

ABBREVIATION

Dwg
GCC
SCC
PS
SANS 1200
C E Q

25. The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations used in the Bill of Quantities are:

ha	hectare	m	metre
h	hour	mm	millimetre
kg	kilogram	m ²	square metre
kl	kilolitre	m ² .ps	square metre pass
km	kilometre	m ³	cubic metre
km.ps	kilometre pass	m ³ .km	cubic metre kilometre
kN	kilonewton	nth	month
kW	kilowatt	No	number
l	litre	%	percentage
L/sum	lump sum	PC sum	prime cost sum
MN	meganewton	P/sum	provisional sum
MN.m	meganewton metre	t	ton of 1000 kg

SECTION 1: PRELIMINARY & GENERAL

SECTION 1: PRELIMINARY AND GENERAL						
Item	Payment	Description	Unit	QTY	Rate	Amount
	SABS	<u>SECTION 1: PRELIMINARY AND GENERAL</u>				
	1200A					
1.1	8.3	<u>FIXED-CHARGE AND VALUE-RELATED ITEMS</u>				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Establish of Facilities on the Site				
	8.3.2.2	b) Facilities for Contractor:				
1.1.2		All inclusive	Sum	1		
1.1.3	8.3.3	Other Fixed-charge Obligations	Sum	1		
1.1.4	8.3.4	Removal of Site Establishment	Sum	1		
1.2	8.4	<u>SCHEDULED TIME-RELATED ITEMS</u>				
1.2.1	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated				
	8.4.2.2	b) Facilities for Contractor				
1.2.2		All inclusive	Sum	1		
1.2.3	8.4.5	Other Time-related Obligations	Sum	1		
1.4	8.5	<u>PRIME COST SUMS</u>				10,000.00
1.4.1		Additional tests required by the Engineer	PC Sum	1		
1.4.2		Charge required by Contractor on sub-item (a) above	%	10000		
TOTAL CARRIED TO SUMMARY						

SECTION 2: FENCING

Item	Payment	Description	Unit	QTY	Rate	Amount
2.1	SABS 1200C	<u>SITE CLEARANCE</u>				
2.1.1		Clear and Grub areas within the site, removing of all unsuitable, surplus material and trees of girth up to 1000mm and removal to Municipal spoil site or as instructed by Project Manager	m ²	5,652		
		<u>FENCE AND GATES NOTES</u>				
		Prices for all metal posts, standards, struts, stays, framing, etc. shall include for two coats aluminium paint including touching up paintwork after installation.				
		Prices for fixing all metal posts, standards, struts, stays, framing, etc. shall include fixing members with 12mm diameter bolts, nuts and washers where applicable.				
		Prices for all metal posts and standards shall include to have pressed steel of cast iron caps and exposed ends where applicable.				
		Prices for forming concrete footings, edge, blocks, etc. shall include for all the necessary excavations in all material including hardrock, concrete, formwork, etc. as may be required.				
		The diamond mesh must be installed in such a way that when the panels are fitted together, the apertures interlock male to female.				
		All high tensile steel horizontal fencing wires must be securely wrapped twice around straining, gate or end posts and must be secured against slipping by tying the ends tightly around wires by means of six snug tight twists.				
		All high tensile steel horizontal fencing wiring must be installed and tightened before straining of the fence line begins.				
2.2		<u>FENCING</u>				
2.2.1		Security fencing 2100 high vertically formed of 50mm diameter x 2.5mm thick mild steel posts 2 700mm long with 450mm long 45 degree overhang and 50mm diameter cap to one side and base plate size 100mm x 100mm x 4mm thick to other side with 40mm diameter drainage hole, cast 600mm deep into 300mm x 300mm x 650mm thick 20MPa/19mm unreinforced concrete base at average 3.0m centres max, with four rows of 2.24mm thick high tensile galvanised steel straining wires and four rows of 2.5mm galvanised double strand reverse twist barbed wires, all tied to posts with 1.6mm diameter binding wires, the full vertical height covered with 150mm x 75mm razor mesh made of 2.7mm thick high tensile galvanised razor core wire combined with 0.5mm galvanised "Z275" blade strip welded at each intersection, tied to each straining wire with 1.6mm diameter galvanised binding wire at 650mm centers (As per the Drawing):	m	394		
2.2.3		50mm diameter x 2.5mm thick x 2000mm long mild steel horizontal struts with both ends flattened, drilled and bolted to posts	No	12		
2.2.4		50mm diameter x 2.5mm thick x 3 000 long mild steel inclined stays with one end flattened, drilled and bolted to post and other end with base plate size 100mm x 100mm x 4mm thick with 40mm diameter drainage hole, cast 350mm deep in and including 400mm x 500mm x 500mm thick 20MPa/19mm unreinforced concrete base	No	28		

2.2.5	101mm diameter x 3.0mm thick x 2 700mm long mild steel corner, gate or straining posts with 450mm long 45 degree overhang and 101mm diameter cap to one side and base plate size 200mm x 200mm x 4mm thick to other side with 40mm diameter drainage hole, cast 600mm deep in and including 450mm x 450mm x 650mm thick 20MPa/19mm unreinforced concrete base	No	28		
	Gate size 4000 x 2100mm high overall in two equal leaves with 450mm long 45° overhang with barbed wire and covered with covered with 150mm x 75mm razor mesh made of 2.7mm thick high tensile galvanised razor core wire combined with 0.5mm galvanised "Z275" blade strip welded at each intersection as for fencing and with suitable eye-bolt hinges and 300mm long galvanised dropbolts fixed in position complete	No	2		
2.3	<u>SUNDRIES</u>				
2.3.1	Edge strip size 150mm x 200mm deep 20MPa/19mm unreinforced concrete with and including 1.6mm thick galvanised binding wire tied around bottom straining wire (straining wire elsewhere measured) and cast into concrete at 1.0m centres, including all excavations, backfill, formwork, etc, executed complete	m	394		
TOTAL CARRIED TO SUMMARY					

Section	Description	Amount
1	Preliminary and General	
2	Fencing	
Sub-Total amount excluding VAT		
Add 5% Contingencies		
Sub-Total amount including contingencies		
Add 15% VAT		
TOTAL BID PRICE		

Total Bid Price in Words:.....

Priced Bill of Quantities Authorised By:

Name:		Signature:	
Position:		Date:	

Authorised for and on behalf of the below mentioned company:	<i>Company seal / stamp</i>
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SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works (Reference number: **W/RFQ/OTRC-13/2025/2026**), available on the website of the Otjozondjupa Regional Council at the following website link: https://otjozondjuparc.gov.na/downloads/-/document_library/xbkq/view/804148, except where modified by the Special Conditions of Contract in Section VII below.

SECTION VII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/OTRC-13/2025/2026**

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
A. GENERAL	
Employer GCC 1.1(r)	Otjozondjupa Regional Council
Intended Completion Date GCC 1.1(v)	The intended Contract completion period is sixty (60) calendar days after the date of site handover.
Project Manager GCC 1.1(y)	The Project Manager is Mr. Sakaria S. N. Shidhika
Site GCC 1.1(aa)	The Site is located at: Okandjira Settlement, Otjozondjupa Region.
Start Date GCC 1.1(dd)	The Start Date shall be within: 7 days after signing of Contract Agreement by Contractor
The Works GCC 1.1(hh)	The Works consist of: Perimeter Fencing and De-bushing Works for Tsumkwe Landfill, Otjozondjupa Region
Interpretation GCC 2.2	The project will be completed in the following sections: As a whole once off project. NB! Contingencies to be claimed must be verified and certified correct by the Project Manager with a Quotation before it is paid.
Interpretation GCC2.3	The following additional documents shall form part of the contract: (a) Agreement, (b) Letter of Acceptance, (c) Contractor's Bid, (d) Particular Conditions of Contract, (e) General Conditions of Contract, (f) Specifications,

GCC Clause Reference	Special Conditions
	(g) Drawings, (h) Bill of Quantities and (i) any other documents forming part of Contract, such as the bidding forms, etc.
Language and Law GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Namibia .
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may not delegate his duties .
Communications GCC 6.1	All Communication shall be by letter or e-mail, with proof of receipt, which shall be sent: By the Contractor through the Project Manager to The Chief Regional Officer; Otjozondjupa Regional Council; P.O. Box 1682; Otjiwarongo, Or By Otjozondjupa Regional Council to the Contractor, on the address indicated on the first page of the Purchase Order/Letter of Acceptance.
Insurance GCC 13	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: (a) for the Works, Plant and Materials: Full Contract Amount plus 10%. (b) for loss or damage to Equipment: Contractor's own responsibility for the replacement value of the equipment that the Contractor intends to use on site until the taking over by the Employer. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Contractor's own responsibility for an amount equivalent to the value of the properties that are exposed to the action of the Contractor in the execution of the works including the Employer's property. (d) for personal injury or death: (i) of the Contractor's employees: The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works (ii) of other people: This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives.

GCC Clause Reference	Special Conditions
	(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable: shall be covered by insurance for the Works, Plant and Materials indicated above. 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.
Site Data GCC 14.1	In addition to the site data on the drawings, the Bidders are strongly advised to visit the site and acquaint himself with the site conditions. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions, or alignment of the Works. If the Contractor suffers delay and/or incurs cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or cost, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 41.1 to: (i) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 26; and (ii) payment of any such cost, plus profit, which shall be included in the Contract Amount and Final Account. After receiving this notice, the Project Manager shall proceed in accordance with GCC Sub-clause 4.1 to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent. The area of the works to be occupied by the Contractor, any restriction on the area and the limit of access or exit will be pointed out to the Contractor by the Project Manager on handing over of the Site. The Contractor must have the positions of services and structures on the drawings as confirmed by the Project Manager. The location of existing services and structures are shown at their approximate positions on the Drawings. However, it is the responsibility of the Contractor to find the exact position of existing services.
Possession of the Site GCC 20	The possession of site shall be seven (7) days after signing of the Contract.
Procedure for Disputes GCC 24	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

GCC Clause Reference	Special Conditions
	writing of the dispute, then the dispute shall be referred to court by either party.
B. TIME CONTROL	
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within seven (7) days from the date of the site handover.
GCC 25.3 Program Updates	The period between Program updates is thirty (30) calendar days or unless otherwise instructed by the Project Manager. A penalty fee of N\$ 5,000.00 (excl. VAT) will be deducted from the next payment certificate of the Contractor for late submission of an updated program.
Defects Liability Period GCC 33.1	The Defects Liability Period is six (6) months from the practical completion date.
C. COST CONTROL	
Payment Certificates GCC 39.1	Interim Payment Certificates shall be submitted for works completed, and the Project Manager shall certify the amount to be paid to the Contractor.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within thirty (30) days of receipt by the Employer of a Tax invoice, supported by the certified payment certificate/voucher.
Adverse weather Conditions GCC 41.1 (l)	Adverse weather conditions will be determined at each occurrence and will be confirmed within twenty-four (24) hours of occurrence with the Project Manager. The meaning of “adverse weather conditions” will be deemed to be the weather which is not only extreme or severe but exceeding that which, on evidence of past years, could be reasonably not have been expected. The Contractor is expected to always have a rain gauge on site during the duration of Contract. In the case of excessive rain, readings will be compared with the local meteorological data for verification. The Contractor is, in addition to the above, to make allowance for normal vagaries of the weather (e.g. rainfall, wind, etc.) in his program of works.
Price Adjustment GCC 44	The Contract is not subject to price adjustment. The Bidder must therefore allow for any future escalations in pricing.
Retention GCC 45	The portion to be retained from each payment is 10% of the value of the Works and Materials. Half of the retention money will be released upon issuing of a Practical Completion Certificate to the Contractor, and the remaining half shall be released after the Defects Liability Period, subject to the Contractor making good all defects as approved by the Project Manager, and upon being issued a Defects Liability Certificate/Completion Certificate.
Liquidated Damages GCC 46	The liquidated damages for the whole of the Works are 0.05% of Contract Amount per calendar day. The maximum amount of liquidated damages for the whole of the Works is 5% of the Contract Amount.
Bonus GCC 47	Bonus payments are not applicable under this Contract.

GCC Clause Reference	Special Conditions
Advance Payment GCC 48.1	Advance payments are not applicable under this Contract.
Performance Security GCC 49.1	No Performance Security is required.
Dayworks GCC 50	(i) For work of a minor or incidental nature, the Project Manager may instruct that a variation shall be executed on a dayworks basis. The work shall then be valued in accordance with the rates tendered for Dayworks, and the following procedure shall apply. (ii) Before ordering any goods for the work, the Contractor shall submit quotations to the Project Manager. When applying payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any goods. (iii) The Contractor shall then deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work: (a) the names, occupations and time of Contractor's personnel (b) the identification, type and time of Contractor's equipment and temporary works (c) the quantities and types of plant and materials used (iv) One copy of each statement will, if correct or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager, prior to their inclusion in the next Payment Certificates.
D. FINISHING THE CONTRACT	
Operating and Maintenance Manuals GCC 56	"As built" drawings/records, as agreed with the Project Manager, are required, and shall be submitted within a period of 14 calendar days after practical completion date by the Contractor to the Project Manager for approval. Failure by Contractor to submit "As built" drawings within the stipulated period means that the Contractor's invoice/claim at practical completion will not be paid, and the Completion Certificate will not be issued to the Contractor until "As built" drawings are submitted. And if the Contractor submits the "As built" drawings after 14 days, a penalty of 5% of remaining amount per day shall automatically apply.
Payment upon Termination GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works is 10%.

QUOTATION CHECKLIST

Procurement Reference No: W/RFQ/OTRC-13/2025/2026

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

Description	Attached	Not Attached
Original bid document issued by the Otjozondjupa Regional Council		
Quotation letter		
Priced Bill of Quantities		
Specification and Compliance Sheet		
Founding Statement or Company Registration Certificate		
Good Standing Tax Certificate		
Good Standing Social Security Tax Certificate		
Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998		
Bid Securing Declaration		
Written Undertaking in terms of Section 138 of the Labour Act, 2015		
Other required documents such as qualifications, Identity, and CVs of bidder/owner and key proposed personnel; equipment ownership proof or hire letter if applicable; proof of experiences; bidding forms and any other attachments as deemed appropriate or required in the bidding document.		

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