



MINISTRY OF DEFENCE AND VETERANS AFFAIRS

SELECTION OF APPROVED ANNUAL CONTRACTORS
FOR THE PROVISION OF
CIVIL AND STRUCTURAL MAINTENANCE, RENOVATIONS, REPAIRS AND
MINOR NEW WORKS
AT MINISTRY OF DEFENCE AND VETERANS AFFAIRS
BUILDINGS
FOR THE PERIOD OF THREE (03) YEARS
IN THE OTJOZONDJUPA REGION

VOLUME 1 of 2

Comprising
INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS OF CONTRACT
SPECIAL CONDITIONS OF CONTRACT

Procurement Reference No: W/ONB/08-01/2025

NAME OF BIDDER:

CHECK LIST OF INFORMATION AND DOCUMENTS TO BE
SUBMITTED WITH THIS BID

THE FOLLOWING CHECK LIST IS PROVIDED TO ASSIST BIDDERS IN COMPLETING THIS BID. IT IS REMAINS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT ALL INFORMATION AND DOCUMENTS REQUIRED ARE FULLY COMPLETED AND SUBMITTED WITH THIS BID

NOTE THE FOLLOWING:

- 1 To be completed in BLACK INK only**
- 2 ALL pages to be initialled at the BOTTOM RIGHT HAND CORNER**
- 3 Name of Bidder on the Front Cover**
- 4 ALL Corrections are to be properly done and initialled. NO Tippex is to be used.**

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Description	Attached Yes (Y) / No (N)
Valid certified copy by the Namibian Police / Commissioner of Oaths of the Company Registration Certificate or Certificate of Registration of Defensive Name as applicable issued by the Ministry of Industrialisation, Trade and SME Development	
Valid original Good Standing Tax Certificate from NAMRA, Ministry of Finance	
Valid original Good Standing Certificate issued by the Social Security Commission	
Valid certified copy by the Namibian Police/ Commissioner of Oaths of Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act of 1998	
Valid certified copy by the Namibian Police/ Commissioner of Oaths of an SME Certificate indicating the status of the bidder from the Ministry of Industrialisation, Trade and SME Development	
Certified copies of Identification Documents (IDs) of the shareholders, directors and / or members of the bid entity as certified by the Namibian Police / Commissioner of Oaths	
Director's Resolution stating the Authority to sign the Expression of Interest Bid Submission in the case of a Company or a Close Corporation if applicable	
Bid Submission Letter	
Signed Bid Securing Declaration	
Signed undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this Bid and in the event that it is awarded any projects in connection herewith, are compliant to the relevant Labour laws	
Full name and details of Bidder	

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Letter of Invitation

Procurement Reference No: W/ONB/08-01/2025

Dear Madam/Sir,

SELECTION OF APPROVED ANNUAL CONTRACTORS FOR THE PROVISION OF CIVIL AND STRUCTURAL MAINTENANCE, RENOVATIONS, REPAIRS AND MINOR NEW WORKS AT MINISTRY OF DEFENCE AND VETERANS AFFAIRS BUILDINGS FOR THE PERIOD 01/07/2025 – 31/03/2028 IN THE OTJOZONDJUPA REGION

The Ministry of Defence and Veterans Affairs invites technical bids from suitably experienced contractors for selection as an Approved Contractor for the Works described herein as may be applicable.

1. Volume 2 of this Bid Document contains the Schedules of Rates offered by the Ministry of Defence and Veterans Affairs for works to be executed in terms of;
 - a) Maintenance, Renovations and Repairs
 - b) New Works
2. The selection and appointment of contractors will be made by the Ministry of Defence and Veterans Affairs in terms of fair distribution on the roster basis as detailed in the document.
3. Any resulting contract shall be subject to the terms and conditions referred to in the document.
4. Queries, if any, should be addressed to:

The Executive Director
Ministry of Defence and Veterans Affairs
Private Bag 13307
Windhoek
Ms Annely Haiphene
Tel: 061 – 2049111
Email: ed@namdefence.org

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,

Ms Annely Haiphene: **Executive Director**

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CONTENTS

SECTION I :	INSTRUCTION TO BIDDERS	5
SECTION II :	BID SUBMISSION FORM	12
SECTION III :	BIDDER DETAILS	17
SECTION IV :	EMPLOYER REQUIREMENTS	22
SECTION V :	GENERAL CONDITIONS OF CONTRACT	26
SECTION VI :	SPECIAL CONDITIONS OF CONTRACT.....	53
SECTION VII:	PRO-FORMA PERFORMANCE GUARANTEE	68

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Ministry of Defence and Veterans Affairs reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders.

2. Preparation of Bids

You are requested to submit your Technical Bids for the works described herein, in order to be selected as an Approved Contractor by completing, signing and returning:

- (a) Volume 1 and Volume 2; and
- (b) All attachments as required to validate and to be responsive to this Technical Bid Submission

The Bidder is advised to carefully read the complete Instruction to Bidders, including the Special Conditions of Contract and to examine the Rates being offered in Volume 2, before preparing and submitting the Technical Bid Submission. The standard forms in this document may be retyped for completion, however the Bidder is responsible for their accurate reproduction.

3. Validity of Bids

The Bid shall be valid for one hundred and eighty (180) days after the deadline set for the submission of the bid; the deadline being counted as day one of the validity period.

4. Acceptance of Bids

The Ministry of Defence and Veterans Affairs which this Bid is addressed does not bind itself to accept any bid submitted.

Successful Bidders will be notified in writing of the acceptance of their Bid. The acceptance of this Bid shall, upon allocation of work, constitute a valid contract with the Ministry of Defence and Veterans Affairs.

5. Eligibility Criteria

The Bidder must submit the following **MANDATORY** documents with their bid:

- a) a valid certified copy by the Namibian Police / Commissioner of Oaths of the Company Registration Certificate or Certificate of Registration of Defensive Name as applicable issued by the Ministry of Industrialisation, Trade and SME development;
- b) a valid **original** Good Standing Tax Certificate from NAMRA, Ministry of Finance;

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- c) a valid **original** Good Standing Certificate issued by the Social Security Commission;
- d) a valid certified copy by the Namibian Police / Commissioner of Oaths of Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act of 1998;
- e) a valid certified copy by the Namibian Police / Commissioner of Oaths of an SME Certificate indicating the status of the bidder from the Ministry of Industrialisation, Trade and SME development
- f) certified copies of Identification Documents (IDs) of the shareholders, directors and / or members of the bid entity as certified by the Namibian Police / Commissioner of Oaths
- g) Director's Resolution stating the Authority to sign the Expression of Interest Bid Submission in the case of a Company or a Close Corporation **if applicable**
- h) a signed Bid-securing Declaration.
- i) an undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this Technical Bid and in the event that it is awarded any projects in connection herewith, are compliant to the relevant Labour laws.

6. Bid Security/Bid Securing Declaration

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

7. Sealing and Marking of Bids

Bids must be submitted and sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Ministry of Defence and Veterans Affairs, with the Bidder's name at the back of the envelope.

8. Submission of Bids

Bidders may either submit their bids by mail, courier or by hand. Bids must be submitted and delivered to the address indicated herein or as advertised on or before the date and time stipulated in accordance with the advertised stipulations.

Late bids shall be **disqualified** and will not be considered.

Bids received by e-mail will not be considered.

The submitted bids shall comply with the following:

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- a) All the required information is to be filled in and completed using **BLACK INK** only. No pencil, Tippex or other types of correcting fluids and substances to make a correction will be permitted. Failure to adhere to this condition will result in the **DISQUALIFICATION** of the submitted bid.
- b) **Both Volumes 1 and 2 must be submitted on or before the closing date of the bid in a single sealed envelope.**
- c) Volume 1 states the percentages applicable for the Preliminaries costs and District Factors and Volume 2 states the unit rates that the Government is offering to pay for work to be executed under this Bid. Bidders therefore do **NOT** have to price these Volumes, but only need to indicate their willingness to provide maintenance, renovations, repairs and minor new works against these offered unit rates and percentages.
- d) **All pages of this Bid Document reflecting information provided or required, must be initialled and where requested with full signatures and shall be signed by a person who is authorised to sign on behalf of the Bidder. Failure to initial and/ or sign will result in the Bidder being disqualified.**
- e) **The bidder must make his own copies of Volumes 1 and 2 before submitting his/her bid.**
- f) Only one bid is to be submitted. Bidders shall not be permitted to submit bids in more than one name to obtain additional work. **This practice is not acceptable and will lead to the automatic disqualification of all the bids** submitted by such persons. This also applies in instances where the directors and principals are members of more than one bidding company.

Therefore, if an individual is a member or director or partner in more than one bidding company, then the bid must be submitted for only one of those construction companies, otherwise **ALL of them will be disqualified.**
- g) Bidders are not permitted to make any alterations or amendments to any Conditions, Descriptions, Unit rates, Percentages or qualify their Bid in any manner whatsoever, as this will result in **disqualification**. Any amendment or correction in the bid document, regarding the information provided by the bidder, must be done by:
 - i. deleting the incorrect information or data by crossing it through with a single line,
 - ii. writing the correct information or data just above the incorrect one, and
 - iii. initialling the correction (all signatories to the Bid must initial)

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9. Removed or Old Materials remain the Property of the Ministry of Defence and Veterans Affairs

All removed or replaced materials, spares; pieces of equipment, whether complete or disassembled, remain the property of the Ministry of Defence and Veterans Affairs and must be handed over to the 'Accounting Officer' who will dispose of them according to Treasury Instructions.

10. Signing Powers

If the Bidder is a company, close corporation or other legal person, then such company, close corporation or legal person shall provide an extract of the minutes, recording a resolution duly passed by its board of directors, authorising the signing of this Bid and other contracts awarded in terms of this Bid by their nominee

11. Value Added Tax

All the rates, amounts and percentages stated and included in the schedule of rates are inclusive of Value Added Tax (VAT) at the rate of 15%.

However, in order for the Contractor to be paid the VAT, the contracting firm **MUST** be registered as a VAT vendor with NAMRA and **MUST** be in possession of a valid VAT Registration Number issued by NAMRA.

Upon the allocation of work by the Ministry of Defence and Veterans Affairs making use of this bid, the Contractor must submit a copy of their VAT Registration Certificate or Notification with their VAT Registration Number clearly indicated **BEFORE** any payments will be made to the Contractor executing the allocated work.

If a Contractor fails within 7 days to submit the VAT Registration Certificate or Notification referred to above, after having been requested to do so, OR is not registered as a VAT Vendor in terms of the VAT Act No 10 of 2000, then the VAT portion of the average labour component of the rates, amounts and percentages will be deducted or omitted from any payment due to the Contractor. **This will be done by dividing the amount calculated for work done (that is inclusive of VAT), by 1.06 to arrive at an amount that excludes VAT from the Labour component only.**

This will be the default situation regarding payments in respect of all Works or Projects. The VAT amount will therefore be reflected separately on the Purchase Order together with the VAT Registration No.

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12. Adjustment of Rates (Escalation)

All rates, amounts and sums provided in this document are fixed and valid for the twelve-month period. The rates will be escalated for the second year at a rate of 6% per annum and at a further rate of 6% per annum for the third year.

The Ministry of Defence and Veterans Affairs will not entertain nor pay any claims for increases in the cost materials and / or labour other than as provided for herein.

The percentage adjustment will only be applicable to the provided unit rates and labour rates at bid stage and is NOT applicable to district factors, preliminary factors and non-scheduled materials.

Any work authorised, ordered or commenced, but not yet completed during the year in which the purchase order was issued will be paid for at the provided rates of that particular year and no adjustment will be applicable on any work done on said purchase order during the following year.

13. Prices and Currency of Payment

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

The stated unit rates cover all costs of labour, transport, 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.

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14. Calculation of Contract Sums or Final Contract Values

METHOD A : ONLY TO BE USED WHERE THE CONTRACTOR IS NOT REGISTERED FOR VAT				
1	Value of ALL work measured in accordance with and at the rates contained in the Schedule of Rates	=	N\$	'V'
2	ADD : Value of Non-Scheduled Labour Cost in accordance with and at the rates contained in the Schedule of Rates	=	N\$	'L'
3	ADD : Value of Non-Scheduled Materials Cost as per Invoiced Cost <u>inclusive of VAT</u>	=	N\$	'M'
4	Sub-Total A ('V' + 'L' + 'M')	=	N\$	'A'
5	ADD : District Factor ('A' x %)	=	N\$	'DF'
6	Sub-Total B ('A' + 'DF')	=	N\$	'B'
7	ADD : Preliminaries ('B' x %)	=	N\$	'P'
8	Sub-Total C ('B' + 'P')	=	N\$	'C'
9	ADD : Selected Sub-Contractors <u>inclusive of VAT</u> (if applicable) with profit and attendance mark-up added	=	N\$	'S'
10	Total Contract Sum of Final Contract Value ('C' + 'S') inclusive of VAT (VAT TO BE DEDUCTED)	=	N\$	'TCV'
11	CONTRACT VALUE or FINAL CONTRACT EXCLUDING VAT ('TCV' / 1.06)	=	N\$	'NCV'
11	TOTAL CONTRACT SUM OR FINAL CONTRACT VALUE ('D' + 'S')	=	N\$	'TCV'

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METHOD B:				
ONLY TO BE USED WHERE THE CONTRACTOR IS				
<u>REGISTERED FOR VAT AND HAS SUBMITTED PROOF OF HIS /</u>				
<u>HER VAT REGISTRATION NUMBER</u>				
1	Value of ALL work measured in accordance with and at the rates contained in the Schedule of Rates	=	N\$	'V'
2	<u>ADD</u> : Value of Non-Scheduled Labour Cost in accordance with and at the rates contained in the Schedule of Rates	=	N\$	'L'
3	<u>ADD</u> : Value of Non-Scheduled Materials Cost as per Invoiced Cost <u>inclusive of VAT</u>	=	N\$	'M'
4	Sub-Total A ('V' + 'L' + 'M')	=	N\$	'A'
5	<u>ADD</u> : District Factor ('A' x %)	=	N\$	'DF'
6	Sub-Total B ('A' + 'DF')	=	N\$	'B'
7	<u>ADD</u> : Preliminaries ('B' x %)	=	N\$	'P'
8	Sub-Total C ('B' + 'P')	=	N\$	'C'
9	<u>ADD</u> : Selected Sub-Contractors <u>inclusive of VAT</u> (if applicable) with profit and attendance mark-up added	=	N\$	'S'
10	TOTAL CONTRACT SUM OR FINAL CONTRACT VALUE ('C' + 'S') inclusive of VAT	=	N\$	'TCV'
11	CONTRACT VALUE or FINAL CONTRACT EXCLUDING VAT ('TCV' / 1.15)	=	N\$	'NCV'
12	ADD : VAT @ 15% ('NCV' x .15)	=	N\$	'VAT'
13	TOTAL CONTRACT SUM OR FINAL CONTRACT VALUE ('NCV' + 'VAT')	=	N\$	'TCV'

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15. Examples of Payment Certificates

	Certificate No 1	Certificate No 2	Certificate No 3 (Practical Completion)	Certificate No 4 (Final) (Release of all Retention)
Contract Sum incl. VAT	880,000.00	880,000.00	880,000.00	880,000.00
Less : Contingency	80,000.00	80,000.00	80,000.00	80,000.00
Add / Omit Variations	0	0	0	0
CONTRACT SUM	800,000.00	800,000.00	800,000.00	800,000.00
NETT CONTRACT SUM (excluding VAT)	695,652.17	695,652.17	695,652.17	695,652.17
VAT @ 15%	104,347.83	104,347.83	104,347.83	104,347.83

	Certificate No 1	Certificate No 2	Certificate No 3 (Practical Completion)	Certificate No 4 (Final) (Release of all Retention)
Total Amount Valued to Date including VAT	100,000.00	350,000.00	800,000.00	800,000.00
Nett Amount Valued to Date excluding VAT <i>(previous amount divided by 1.15)</i>	86,956.52	304,347.83	695,652.17	695,652.17
LESS : Retention	(10%) 8,695.65	(10%) 30,434.78	(5%) 34,782.61	0
NETT AMOUNT VALUED	78,260.87	273,913.05	660,869.56	695,652.17
LESS : Previous Payments	0	78,260.87	273,913.05	660,869.56
AMOUNT OF THIS CERTIFICATE	78,260.87	195,652.18	386,956.51	34,782.61
ADD : VAT – if applicable AND only if registered for VAT	(A) 11,739.13	(B) 29,347.83	(C) 58,043.48	(D) 5,217.39
TOTAL AMOUNT DUE	90,000.00	225,000.01	444,999.99	40,000.00

IMPORTANT NOTES REGARDING THE ABOVE:

- In the above example, the Nett Amount Valued to Date has the VAT deducted. This is done by dividing the Total Amount Valued by a factor of 1.15 – for Contractors registered for VAT
- In the above example, the total of A, B, C and D must equal the total of the VAT calculated (N\$ 104,000.00)
- VAT must ONLY be included IF the Contractor is registered for VAT with NAMRA.

Initial Here

SECTION II: BID SUBMISSION FORM

(to be completed by Bidders)

Procurement Reference Number:	
SELECTION OF APPROVED ANNUAL CONTRACTORS FOR THE PROVISION OF CIVIL AND STRUCTURAL MAINTENANCE, RENOVATIONS, REPAIRS AND MINOR NEW WORKS AT MINISTRY OF DEFENCE AND VETERANS AFFAIRS FOR THE PERIOD OF THREE (03) YEARS IN THE OTJOZONDJUPA REGION	

We, the undersigned, hereby offer and agree to provide all labour, transport, material, workmanship, machinery and everything that may be necessary for the completion of the work and service required in strict accordance with the pre – determined Schedules of Rates and Percentages provided in Volumes 1 and 2 of this Bid Document to the entire satisfaction of the Ministry of Defence and Veterans Affairs for the Maintenance, Renovations, Repairs and Minor New Works for Ministry of Defence and Veterans Affairs.

We agree and confirm that the Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract and all other supplementary general conditions and general provisions are accepted by us.

We accept and acknowledge that the acceptance of this Bid constitutes a legal and binding contract upon the allocation and award of any work by the Ministry of Defence and Veterans Affairs to myself / ourselves.

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

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

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

The validity period of our Bid shall be one hundred and eighty (180) days after the deadline set for the submission of the bid, the deadline being counted as day one of the validity period.

We confirm that the prices quoted in the Volume 2 Schedule of Rates are fixed and firm and will not be subject to revision or variation, except as provided for herein.

Bid Submission Authorised by:

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

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BID SECURING DECLARATION

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

It is mandatory for the Bid Securing Declaration to be on the Bidder's letterhead with the wording as prescribed hereunder

Procurement Ref No.:

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 a 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 / we are not successful.

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 _____

Signature_____

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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 (BIDDER'S) DETAILS

Company Trade Name:

Registration Number :

Vat Number:

Industry/Sector:

Place of Business:

Physical Address:

Tel No. :

Fax No.:

Email Address:

Postal Address:

Full name of Owner/Accounting Officer:

Email Address:.....

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2. PROCUREMENT DETAILS

Procurement Reference No:

Procurement Description: **SELECTION OF APPROVED ANNUAL CONTRACTORS FOR THE PROVISION OF CIVIL AND STRUCTURAL MAINTENANCE, RENOVATIONS, REPAIRS AND MINOR NEW WORKS AT MINISTRY OF DEFENCE AND VETERANS AFFAIRS BUILDINGS FOR THE PERIOD OF THREE (03) YEARS IN THE OTJOZONDJUPA REGION**

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

Work to be carried out will be required at Ministry of Defence and Veterans Affairs facilities within the Main centre and Constituency Areas stated hereunder.

OTJOZONDJUPA REGION	Area No	Constituencies
Main Centre	1	Otjiwarongo
Other Areas	2	Okahandja
	3	Otavi
	4	Grootfontein
	5	Omatoko

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, 2015, which includes but is not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

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SECTION III: BIDDER DETAILS

Procurement Reference Number:

This must be fully completed by the Bidder

1 Basic Bidder Details

Registered Name of Bidder	
Physical Address	
Postal Address	
Telephone No. and Dialling Code	
Fax No. and Dialling Code	
Cell phone No.	
E-Mail Address	
VAT Registration No.	
Name of Contact Person	
Cell phone No.	

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2 Home Base Details

The Home Base or Branch Office must be in the region for which this bid is being submitted and **must be the place from which the bidder conducts his normal business in the region.**

The bidder must state below the **Home Base or Branch Office** applicable to the region **AND** provide the relevant information and contact numbers. **Failure to do so WILL DISQUALIFY the Bid submitted.**

HOME BASE OR BRANCH OFFICE (MUST BE COMPLETED)

Name of Constituency or Place in which the Home Base or Branch Office is located	
Physical Address	
Postal Address	
Telephone No. and Dialling Code	
Fax No. and Dialling Code	
Cell phone No.	

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3 District Factors

This bid is applicable to buildings and related infrastructure of the Ministry of Defence and Veterans Affairs within the area served by them.

Unit prices provided in the Schedule of Rates in Volume 2 of this bid document therefore cater for work to be carried out within the Main Centre and Constituency Areas stated hereunder.

An additional percentage will apply from the main centre in the region (0%) to the various Constituency Areas as indicated underneath in the table, from where work is to be attended to.

Contractors must clearly indicate Yes (Y) or No (N) in the column provided, to indicate their acceptance of these percentages and their willingness to render maintenance services in these areas.

OTJOZONDJUPA REGION	Area No	Constituencies	Tendered for Y or N	% to be applied away from the Main Centre
Main Centre	1	Otjiwarongo		0%
Other Areas				
	2	Okahandja		2%
	3	Otavi		2%
	4	Grootfontein		3%
	5	Omatako		4%
	6	Okakarara		5%
	7	Tsumkwe		12%

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4 Schedule of Experience

**DETAILS OF COMPLETED PROJECTS OF SIMILAR NATURE DURING THE PAST 5 YEARS
FOR THE MINISTRY OF DEFENCE AND VETERANS AFFAIRS**

	Project 1	Project 2	Project 3
Project name			
Place			
Contract Amount			
Contract period			
Contact Person & Tel			
Completion date			

	Project 4	Project 5	Project 6
Project name			
Place			
Contract Amount			
Contract period			
Contact Person & Tel			
Completion date			

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**DETAILS OF CURRENT WORK OF PROJECTS OF A SIMILAR NATURE FOR THE
MINISTRY OF DEFENCE AND VETERANS AFFAIRS**

	Project 1	Project 2	Project 3
Project name			
Place			
Contract Amount			
Contract period			
Contact Person & Tel			
Completion date			

	Project 4	Project 5	Project 6
Project name			
Place			
Contract Amount			
Contract period			
Contact Person & Tel			
Completion date			

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SECTION IV : EMPLOYER'S REQUIREMENTS

A. SCOPE OF WORKS AND SPECIFICATIONS

1 Scope of Contract

The following is a list of typical buildings to which this bid is applicable, but not limited to:

- a) Administrative Buildings,
- b) Educational and/ or training facilities,
- c) General office buildings, lecture halls, recreational halls, libraries, dining rooms, kitchens, workshops, etc.
- d) Clinics, sickbays, etc.
- e) Training Facilities, etc.
- f) Staff housing and flats
- g) Vehicle and Equipment Maintenance Workshops
- h) Fuel Depots
- i) Aircraft Hangers, etc.

2 Limitation of Values

The **maximum permissible value** of any work executed in terms of this bid is set as follows:

A maximum of **N\$ 3,000,000.00** per project or group of buildings on any one site or erf inclusive of **all** new works, renovations, repairs, etc.

Notwithstanding the above, the value of non-scheduled items may not exceed the value of scheduled items. Exemption from the above may only be granted by the Accounting Officer after a fully motivated written request submitted by the Procurement Committee.

3 Allocation of Work

The **Ministry of Defence and Veterans Affairs** places a high value on the quality of work and the ability of the Contractor to immediately attend to the work requested.

The selection and appointment of contractors will be made by the **Ministry of Defence and Veterans Affairs** in terms of the following procedures as far as practically possible, but may deviate where special or unusual circumstances dictate:

- The **Ministry of Defence and Veterans Affairs** has entered the unit rates into a Computer Aided Programme to calculate cost for each individual project.
- All approved bidders will participate equally on a roster basis based on these unified rates for the execution works on this bid.

Initial Here

A SEPARATE roster will be used for EMERGENCY AND URGENT Repairs and a SEPARATE roster for Normal Repairs and Renovations and Minor New Works.

The fair distribution of projects on the roster basis will be done as follows:

- a) Once a project has been identified, Bills of Quantities will be drawn up for all items to be attended to and then entered into the computer programme. The programme automatically calculates the cost of this individual project, which will be equal for all approved contractors due to the uniform unit rates and percentages provided. It therefore does not matter which contractor will be executing the work, the client will pay the same project cost. All approved contractors will receive projects on a roster basis based on their capacity and availability at the time where possible. Once an approved contractor has received a project, he will not be considered for another project until all the approved contractors for that specific region have received at least one project. The **Ministry of Defence and Veterans Affairs** will keep a roster to ensure that fair distribution is applied. The criteria of fair distribution will be that the monetary values of the total projects received by approved contractors, be equal, as far as practically possible.
- b) Projects offered to a Contractor, but rejected by them as they either do not have the capacity at the time, or because they are not interested in the particular job, will still be considered as an allocation and will form part of the monetary value reflected in the fair distribution. This provision is necessary to prevent a situation where contractors opt to choose projects only of their liking or refuse to attend to certain jobs given to them.
- c) A contractor shall be excluded from future allocations if:
 - i. the contractor has failed to perform, or
 - ii. the contractor has failed to complete the works on time, or
 - iii. the quality of the work is exceptionally poor, or
 - iv. the contractor fails to remedy and attend to defects within the defects liability period, or
 - v. the contractor installs inferior products or materials
 - vi. the contractor is repeatedly unreachable (i.e. does not respond to faxes, telephone calls, e-mails or registered mail)

This provision is only applicable for the validity period of this bid.

Notwithstanding the above, the Ministry of Defence and Veterans Affairs reserves the right to allocate work to any Contractor who has been accepted in terms of this bid.

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5 **Schedule of Rates**

The Schedule of Rates provides rates and percentages as contained in the separate Volume 2.

The bidder is required to check the numbers of the pages and should any be found to be missing or in duplicate, or the figure or typing indistinct, or there be any doubt or obscurity as to the meaning of any particulars or descriptions, the Bidder must inform the **Ministry of Defence and Veterans Affairs** at once and have the same rectified or explained as the case may be. No claim whatsoever will be afterwards admitted due to the Bidder having failed to comply with any of the abovementioned conditions.

No alterations, erasures, omissions or additions are to be made in the text or the conditions of these schedules of rates, and should any such alteration, amendment, note or addition be made, the same will not be recognized, but the reading of these schedules of rates provided by the **Ministry of Defence and Veterans Affairs** will be adhered to.

Separate Bills of Quantities per project based on the unit rates and percentages provided in this schedule of rates will be prepared against quantities for each project identified by the **Ministry of Defence and Veterans Affairs**.

6 **Trade Names**

Bidders are advised that the unit rates for articles described by trade names or catalogue references are based on the type and manufacturer specified in these schedules of rates.

Where articles other than that of the manufacturer specified are used, such articles shall be of an equal or approved quality and an adjustment of the prices will be considered as a non-scheduled item. Substitution is however subject to the approval of the **Ministry of Defence and Veterans Affairs**.

7 **Specifications**

The Specification applicable to this Bid shall be the Model Preambles for Trades (2017 Edition), as recommended and published by the Association of South African Quantity Surveyors and must be read in conjunction with and shall apply to all items in the Schedule of Rates.

The Model Preambles for Trades (2017 Edition) is not included herein, but is available for purchase from the Institute of Namibian Quantity Surveyors. Bidders are strongly recommended to make careful reference to this document for the full intent and meaning.

Additional 'Supplementary Preambles' or 'Notes' may have been included within the Schedules of Rates. Where these differ or are at variance with the Model Preambles for Trades (2017 Edition), the Supplementary Preambles and / or Notes shall take precedence and shall apply to this bid.

Initial Here

Paragraphs (b) and (c) on page 1 of the Model Preambles for Trades (2017 Edition), is not applicable to this bid. The General Conditions of Contract and Special Conditions of Contract and other general provisions as contained herein shall apply.

8 Relevant Acts, Regulations and Standards

All work and materials shall comply with the terms, provisions and specifications of the latest amendment or edition of the following:

- a. Regulations relating to the Health and Safety of Employees at Work made under the Labour Act of 2007 (Act 11 of 2007).
- b. Code of Practice for the Wiring of Premises, SANS 0142
- c. The relevant SANS, BSS and / or IBC standards and specifications referred to herein.

9 Method of Measurement

Unless otherwise stated or where it is clear from the descriptions of the items, these Schedule of Rates have been compiled in accordance with the Standard System of Measuring Builder's Work (7th Edition), and any amendments thereto, as published by the Association of South African Quantity Surveyors. Copies of this document are available for purchase from the Institute of Namibian Quantity Surveyors.

Certain minor changes may have been to the above method of measurement and these changes are clearly identifiable by the descriptions of work.

The decision of the **Ministry of Defence and Veterans Affairs** as to the interpretation or meaning of any requirement regarding the quality or quantity of materials or work to be done shall be final and binding.

10 Purchase Orders/Job Cards

Notwithstanding that NO formal written contract is entered into between the **Ministry of Defence and Veterans Affairs** and the Contractor, the acceptance of this Technical Bid submitted by the Bidder, shall upon the issue of a valid Purchase Order/Job Card to the Bidder, constitute a legal and binding contract between the parties and such contract shall be subject to all the conditions as stipulated in these Bid Documents. The Purchase Order/Job Card therefore serves as confirmation of the contract for the individual projects.

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SECTION V: GENERAL CONDITIONS OF CONTRACT AND

CONTRACT AGREEMENT

Any resulting contract shall be assigned by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref.) except where modified by the Special Conditions below

Table of Clauses

A. General.....	28
1. Definitions	28
2. Interpretation.....	30
3. Language and Law	31
4. Project Manager's Decisions.....	31
5. Delegation.....	31
6. Communications	31
7. Subcontracting	31
8. Other Contractors	31
9. Personnel and Equipment.....	32
10. Employer's and Contractor's Risks	32
11. Employer's Risks	32
12. Contractor's Risks.....	33
13. Insurance	33
14. Site Data	34
15. Contractor to Construct the Works.....	34
16. The Works to Be Completed by the Intended Completion Date.....	34
17. Approval by the Project Manager.....	34
18. Safety.....	34
19. Discoveries	34
20. Possession of the Site	34
21. Access to the Site	35
22. Instructions.....	35
23. Appointment of the Adjudicator	35
24. Procedure for Disputes	35
B. Time Control.....	36
25. Program	36
26. Extension of the Intended Completion Date.....	37
27. Acceleration	37
28. Delays Ordered by the Project Manager	37

Initial Here

29. Management Meetings	37
30. Early Warning	38
C. Quality Control	38
31. Identifying Defects	38
32. Tests	38
33. Correction of Defects	38
34. Uncorrected Defects	38
D. Cost Control	39
35. Contract Price	39
36. Changes in the Contract Price	39
37. Variations	39
38. Cash Flow Forecasts	40
39. Payment Certificates	40
40. Payments	41
41. Compensation Events	42
42. Tax	43
43. Currencies	43
44. Price Adjustment	44
45. Retention	44
46. Liquidated Damages	45
47. Bonus	45
48. Advance Payment	45
49. Securities	46
50. Dayworks	47
51. Cost of Repairs	47
52. Labour Clause	47
E. Finishing the Contract	48
53. Completion	48
54. Taking Over	48
55. Final Account	48
56. Operating and Maintenance Manuals	49
57. Termination	49
58. Fraud and Corruption	50
59. Payment upon Termination	51
60. Property	51
61. Release from Performance	51

General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Notification of award for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Purchase Order.
- (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 Notification of award and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months unless otherwise stated.
- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's

Initial Here

employees and Equipment, in addition to payments for associated Materials and Plant.

- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period **named in the SCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Notification of award.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all 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) Notification of award,
- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,¹ and
- (i) any other document **listed in the SCC** as forming part of the Contract.

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| 3. Language and Law | 3.1 The language of the Contract must be English and the law governing the Contract is the Law of Namibia. |
| 4. Project Manager's Decisions | 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 5. Delegation | 5.1 Otherwise specified in the SCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. |
| 6. Communications | 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing to the addresses specified in the SCC . A notice shall be effective only when it is delivered. |
| 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 |

¹ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

Employer between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

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| 9. Personnel and Equipment | <p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> |
| 10. Employer's and Contractor's Risks | <p>10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.</p> |
| 11. Employer's Risks | <p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. <p>11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage</p> |

Initial Here

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 notification of award. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

Initial Here

- 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

Initial Here

of the Site to the Contractor within thirty 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**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

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| 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 | <p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>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.</p> |
| 23. Appointment of the Adjudicator | <p>23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Notification of award. If, in the notification of award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.</p> <p>23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 30 days of receipt of such request.</p> |
| 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 |

Initial Here

Adjudicator within 15 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within thirty (30) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above thirty (30) days, the Adjudicator's decision shall be final and binding.

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

B. Time Control

25. Program

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

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

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.

25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager

Initial Here

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

Initial Here

meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

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

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

C. Quality Control

31. Identifying Defects

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

32. Tests

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

33. Correction of Defects

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

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

34. Uncorrected Defects

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

D. Cost Control

35. Contract Price

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

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

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

36. Changes in the Contract Price

36.1 In the case of an admeasurement contract:

- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37. Variations

37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7)

days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

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

Initial Here

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

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

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

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

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

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate.

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 to the Contract Price.

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

41. Compensation Events

41.1 The following shall be Compensation Events:

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

Initial Here

considered impossible under the circumstances. Such events shall be limited to:

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

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

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

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

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the SCC**, the exchange rates used for calculating the amounts to be

paid shall be the exchange rates stated in the Contractor's Bid.

44. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients² **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and loc 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.

² The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sums of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

46. Liquidated Damages

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

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

47. Bonus

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

48. Advance Payment

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

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

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

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Notification of award and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 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, fulfil 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 fulfil 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:

(i) the Employer’s Representative shall monitor the employment of local manpower throughout the execution of the contract and shall

Initial Here

from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.

(ii) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.

(iii) 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.

(iv) 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.

(v) 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 Day works 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 Day works 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 Day works subject to obtaining signed Day works forms.

51. Cost Repairs of

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

52. Labour Clause

52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favourable than those established for work of the same character in the trade concerned-

(i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;

(ii) by arbitration awards; or

(iii) By Remuneration Regulations made under 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 favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:

(a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

(b) stating whether any remuneration payable in respect of work done is due;

(c) Containing such other information as the Chief Executive Officer of the Public Body 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 subsection ***[Insert number]***, 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

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| 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 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule |

Initial Here

that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been re-submitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

56.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager’s certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount

of liquidated damages can be paid, as **defined in the SCC**; or

- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

58. Fraud and Corruption

58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].

58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

58.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any

Initial Here

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

Initial Here

receiving it and for any work carried out afterwards to which a commitment was made.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

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

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

GCC Clause Reference	Special Conditions
GCC 1.1 (d)	"Bill of Quantities should read Bills of Quantities"
GCC 1.1(r)	The Employer is: The Ministry of Defence and Veterans Affairs
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be: The intended completion date for the project shall be agreed upon with the Project Manager for each project and shall exclude the annual builder's holidays during December and January but including all other statutory holidays.
GCC 1.1(y)	The Project Manager is: Accounting Officer of the Ministry of Defence and Veterans Affairs and who may delegate powers to any other professional person appointed to act as such for the purpose of the intended works.
GCC 1.1(aa)	The Site is located at: As indicated on the Purchase Order for each project
GCC 1.1(dd)	Date of possession of site is 7 (seven) days after contract signing and the start date will coincide with the possession of site date
GCC 1.1(hh)	The Works consist of: As indicated on the Purchase Order for each project
GCC 2.1	The terms 'approved', 'directed' or 'selected' shall mean approved, directed or selected by the Ministry of Defence and Veterans Affairs or their duly authorised delegate.
GCC 2.2	Sectional Completions are: NOT APPLICABLE
GCC 2.3 (g)	Dimensions The scale shown on drawings is only to be made use of when no figured dimensions are given or cannot be calculated, either on the drawings, in the Specifications or in the Bills of Quantities. Figured dimensions must always be followed even though they may not coincide with the scale on the drawings. Dimensions, where possible, must be taken from the existing buildings. Interpretation of drawings

Initial Here

GCC Clause Reference	Special Conditions
	Should it occur that any part or parts of the drawings, Specifications and / or Bills of Quantities are not clearly intelligible to the Contractor, or that the materials or articles to be used in the execution of the Works be considered insufficiently described, the Ministry of Defence and Veterans Affairs must be requested to confirm in writing the requirements of the Ministry of Defence and Veterans Affairs; failing which, the Contractor shall be liable at his own expense, to make any alterations or substitution necessary through the incorrect interpretation of such drawings, Specifications and / or Bills of Quantities.
GCC 2.3 (h)	Bill of Quantities should be read as Bills of Quantities All quantities reflected in the contract Bills of Quantities are provisional and shall be subject to re-measurement and adjustment on completion and priced at the scheduled rates. Only such quantities of work as are actually executed shall be paid.
GCC 2.3(i)	The following documents also form part of the Contract: in the amended order of priority: (g) Drawings (h) Schedule of Rates contained in Volume 2 (i) Bills of Quantities
GCC 5.1	The Project Manager may delegate any of his duties and responsibilities as follows: Any other professional person appointed to act as the Project Manager for the purpose of the intended works.
GCC 6	Communication details (such as emails, telephone numbers, etc) to the Ministry of Defence and Veterans Affairs or their respective delegates will be indicated on the Purchase Order per project A notice shall be effective only when it is delivered by hand and signed for. Delivery address for notices is: <u>Employer:</u> Accounting Officer of the Ministry of Defence and Veterans Affairs as stated on the Letter of Invitation <u>Contractor:</u> As stated on the Purchase Order
GCC 8.1	Schedule of other contractors: None

GCC Clause Reference	Special Conditions
GCC 13.1	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: 120% of the Contract Sum except where the project is for MAINTENANCE, RENOVATIONS AND REPAIRS (including additions) to existing Buildings AND except in the case of EMERGENCY REPAIRS. (b) for loss or damage to Plant and Equipment: for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer but to a minimum of N/A (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract N/A (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 to a minimum of N\$2,000,000.00 (ii) of other people: A minimum of N\$2,000,000.00 (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable: To be covered by insurance for the Works, Plant and Materials. 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. Failure to submit the above within the required time period will result in NO amounts being certified for payment to the Contractor until such time as this condition has been met.
GCC 14.1	Site and Site boundaries: The sites are in the different regions and areas of the Republic of Namibia. The exact position of the site will be identified for each project on the notification of such project to the identified Approved Contractor.

GCC Clause Reference	Special Conditions
	Boundary beacons, setting out pegs and master datum: The boundary beacons and/ or setting out pegs and master datum of the site will be pointed out by the Project Manager to the Contractor who shall deposit with the Ministry of Defence and Veterans Affairs, written acknowledgement thereof. The Contractor shall maintain the beacons, pegs and master datum during the execution of the Works and shall bear any costs for resurveying should they become disturbed or lost. Within two weeks of taking over the site, the Contractor shall satisfy himself that all pegs, corner beacons and other survey reference marks (hereinafter referred to as 'survey marks') which are shown on the General Plan as registered, are in place. Any survey marks not reported as missing within two weeks of the Contractor taking over the site, shall be deemed to be in place. The area on site that the Contractor may occupy will be as indicated by and agreed with the Project Manager at the site hand over. Existing premises occupied: Where existing buildings are in operation during the maintenance and/ renovations works by the Contractor, the Ministry of Defence and Veterans Affairs will continue its operations during the construction period and the Contractor shall not interfere or prevent the entity to operate. Enclosure of the Works: The Contractor will demarcate the building area and provide barriers and the contractor's employees shall wear identification at all times. No employee of the Contractor may access the remainder of the Ministry of Defence and Veterans Affairs entity under operation without express permission from the Project Manager and the Ministry of Defence and Veterans Affairs administration. The Contractor shall provide, erect, alter as necessary, maintain and remove and make good at completion suitable hoardings complete with gantries, safety screens, barriers, access gates, covered gangways, etc all as may be necessary for the enclosure

GCC Clause Reference	Special Conditions
	of the Works and the protection of the general public and others. Inspection of nearby properties, etc Before commencing the Works, the Contractor shall arrange with the owners of nearby buildings and properties and representatives of the local authorities and the Ministry of Defence and Veterans Affairs for an inspection to be made jointly with themselves and the Contractor to inspect, inter alia, the nearby buildings, structures, paving, kerbs, channels and fences and to make a written note of the conditions likely to be affected or to be affected by the building operations under this Contract, particularly cracks, defects, existing levels in structures, paving, kerbs, channels and fences which later could be claimed to have been caused or disturbed by the building operations carried out under this contract. Existing known services and unknown services: The location of existing known services shall be pointed out to the Contractor by the Project Manager at the time of handing over of the site for work to commence. Should the Contractor encounter any unknown services such as underground cables, pipes or sewers during the execution of the Works, he/she shall immediately notify the Ministry of Defence and Veterans Affairs and suspend all affected work in the immediate vicinity until written instructions to proceed are given by the Ministry of Defence and Veterans Affairs. Protection of trees: Trees and shrubs shall not be removed, cut back or disturbed in any way without the consent of the Ministry of Defence and Veterans Affairs. Pavement crossings and parking meters The Contractor shall pay and recover all deposits and pay all fees and charges in connection with and / or obtain permission for the suspension of parking facilities and for pavement or street encroachments and / or crossings and the removal and eventual reinstatement of any local authority's parking meters. Plant and equipment The Contractor shall provide, maintain and remove on completion

GCC Clause Reference	Special Conditions
	or earlier, if not required for the progress of the Works, all plant, scaffolding, tools, labour, transport, etc for the due and proper completion of the Works. Contractor's offices and sheds The Contractor shall provide, maintain and remove on completion temporary sheds and offices for the proper storage of materials and for the use of workmen. Temporary housing for workforce The workforce shall not be accommodated in any of the existing or new buildings during the execution of the Works. If temporary accommodation is erected for the Contractor's workforce, then, on completion of the Works and prior to demolition thereof, the Contractor shall offer to sell the said structures to the Ministry of Defence and Veterans Affairs at a negotiated price, and if the Ministry of Defence and Veterans Affairs declines such offer, the Contractor shall remove such structures within four weeks from the date on which he has been instructed to do so. Water, Electricity and Lighting The Contractor shall provide all water and electricity for the Works, including all necessary temporary cabling, plumbing, etc, removing same and making good on completion, including paying all charges levied by Local Authorities. The Contractor may be permitted to make use of the water and/or electrical supply on site free of charge provided that this concession does not interfere with or interrupt the water or electrical supply of the occupants and provided that the Contractor does not abuse or waste water or electricity. However, the Ministry of Defence and Veterans Affairs cannot guarantee the water or electrical supply and accepts no responsibility for delays, loss or damage due to the interruption of the electrical supply. Telephones Where Telecom Namibia landlines or a mobile telecommunications network is available and the time for completion of the Works is longer than four months, then the Contractor shall provide a permanent telephone or cell phone on site.

GCC Clause Reference	Special Conditions
	Toilets The Contractor shall provide, maintain in a thoroughly clean and tidy condition, toilets for the use of workmen and remove same on completion. New and existing sanitary fittings forming part of the Works shall not be used by the workmen, and, if necessary, shall be kept under lock and key. Site storage Space on site for the storage of building materials, etc., will be provided after consultation with the Project Manager. Clearing and cleaning The Contractor shall regularly clean and clear away all rubbish and excess materials as the Works proceed and, on completion, leave the Works in a clean and satisfactory state for immediate use and occupation. The term 'clean' shall include the removal of paint splashes and marks from surfaces other than for which they are intended and the scrubbing and removal of marks from walls, floors, etc. The Contractor shall take all the necessary precautions to keep the Works and site free from vermin during construction and shall leave the Works vermin-free on completion. Site security The Contractor shall provide all necessary watching and lighting necessary for general site security. No claims for extras in respect of disruption of work, etc. from this requirement will be subsequently entertained or admitted.
GCC18.1	The Contractor shall uphold proper and adequate health and safety measures and precautions on site at all times, and shall ensure that all sub-contractors operating under this contract of the Contractor, shall meet with the same health and safety requirements applicable to the Contractor.
GCC19.1	Any relics, treasure or other articles of value found on the site shall remain the property of the Government of the Republic of Namibia and shall be handed over to the Ministry of Defence and Veterans Affairs who shall be the sole arbiter of what constitutes an article of value.
GCC 20.1	<u>The Site Possession Date(s) shall be:</u> The time for possession of the site shall be in the case of: 1) Emergencies – within 3 (three) hours;

GCC Clause Reference	Special Conditions
	2) Urgent repairs – within 12 (twelve) hours; 3) Normal repairs - within 72 (seventy-two) hours; 4) Renovations and Minor new works– within 14 (fourteen) days; after receipt of the Official Order and the Contractor shall thereupon and forthwith begin the Works and regularly proceed with, bring to completion and hand over the Works within the time period stated on the Official Order, or if not so stated, within a reasonable time period as agreed with the Ministry of Defence and Veterans Affairs prior to the Works commencing. Such date so agreed upon shall be recorded in writing. Failure to commence with the Works within the periods stated above will result in the <u>immediate cancellation</u> of the Purchase Order and the Works will be allocated to another Contractor.
GCC 21	Admission to site Where the work to be done is situated in a Defence or other security area, the Ministry of Defence and Veterans Affairs will arrange with the Unit Commander, for permits and for the access, inspection and execution of the Works. Personnel security checks It is a specific condition of this Contract that the Accounting Officer of the Ministry of Defence and Veterans Affairs may in certain instances, require that the Contractor and / or his personnel be security classified. Should instructions be given for the removal of a person or persons from the Works for security reasons, the Contractor shall do so forthwith and the Contractor shall ensure that such person or persons is / denied access to the Works and the site and to any and all documents or information relating to the Works.
GCC 22	The Contractor is not to take any instructions from any person other than the Project Manager or the appointed delegates. If he does so, this is at his own risk and expense should the carrying out of such an instruction be found to be incorrect and / or unauthorised.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No adjudicator will be appointed

GCC Clause Reference	Special Conditions
GCC 24	In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the Employer's Representative, with a copy to the other party. The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Contractor may give written notice to the other party of its intention to refer the matter to arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: NOT APPLICABLE
GCC 24.4 Note	Any dispute in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with the Arbitration Act 42 of 1965 and the procedure of arbitration shall be conducted in accordance with the 6 th Edition Rules for the Conduct of Arbitration) as published by the Association of Arbitrators (Southern Africa) NPC. Both parties to the dispute shall appoint the Arbitrator. In the event of disagreement between the parties, the President of the Namibia Council for Architects and Quantity Surveyors shall appoint a suitable Arbitrator.
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Notification of the project.
GCC 25.3	Period of updated program: At every Site Meeting The amount to be withheld for late submission of an updated Program is 2.5% of the Contract Sum
GCC 29.1	Site meetings will be held monthly. A schedule of all proposed site meetings will be submitted to the Contractor by the Project Manager at the site handover. The Contractor shall be responsible for the management of the

GCC Clause Reference	Special Conditions
	sequence of the carrying out of the Works in such a manner that the subsequent cutting or patching of finished works is avoided. The Contractor shall obtain all necessary information and particulars of sub-contractors' work timeously so that provision for recesses, chases, holes, etc may be made. The Project Manager reserves the right to direct the order in which the various parts of the Project will be executed. The Contractor shall keep and maintain on site a book in which is recorded the work done, site visits, rainfall, delays, labour and plant, etc. daily. A copy of these records is to be made available to the Ministry of Defence and Veterans Affairs monthly. The Contractor shall supply and keep on site, a Site Instruction book (triplicate carbon copy book with numbered pages) and this shall be the only method for confirming site instructions. Each Site Instruction shall be titled with the name of the Project, dated and signed on completion by the Foreman on behalf of the Contractor and signed by the Ministry of Defence and Veterans Affairs.
C. Quality Control	
GCC 33.1	The Defects Liability Period for the correction of defects is: a) 90 (ninety) calendar days for maintenance and renovation works b) 365 (three hundred and sixty-five) calendar days for minor new works
GCC 37.6	“...work above the limit stated in Sub-Clause 38.1...” should read “...work above the limit stated in Sub-Clause 36.1...”
GCC 39.7	Interim Payment for Plant and Material on site: Applicable
D. Cost Control	
GCC 40.2	Replace the following sentence: “at the prevailing rate of interest at the legal rate” with <i>(a) interest paid by the Employer for late payment will be two (2) percent greater than the minimum lending rate charged to the Contractor by the Contractor’s bank, calculated from 30 (thirty) days after issue of payment certificate.</i>
GCC 40.3	Payment of preliminaries

GCC Clause Reference	Special Conditions
	The Contractor shall be paid 9% of the value of the measured works for each project for Preliminaries and General. This percentage allows for an adjustment in the calculated contract sum due to the size of the project and take into account items such as: i) Setting out of Works ii) Site representative iii) Management of the Works iv) Plant and equipment v) Offices and sheds/storage vi) Temporary water and electricity connections and consumption vii) Temporary toilets viii) Insurances ix) Cleaning and security x) Temporary accommodation for workers Main notice boards, sub-contractors boards, etc. are excluded and if required will be reimbursed to the Contractor, as a non-schedule item. Where the work to be executed is for MINOR NEW WORKS (NOT repairs or Renovations) and the Contractor is required to provide for Works Risk Insurance, an additional percentage will be ADDED to the Preliminaries as indicated below. Percentage to provide for Works Risk Insurance = 1 % (Only applicable when specifically required by the Ministry of Defence and Veterans Affairs) The Contractor shall pay and recover all deposits and pay all charges and fees necessary for construction purposes and such deposits, fees and charges are hereby expressly included in the Preliminaries percentage applicable.
GCC 41.1 (I)	The meaning of “exceptionally inclement weather” will be deemed to be weather which is not only extreme or severe but exceeding that which, on evidence of past years, could reasonably not have been expected; or as otherwise defined by the Namibia Metrological Service. The Contractor is, in addition to the above, to make allowance for normal vagaries of the weather in the programming of the Works.
GCC 41.2 Note	Notwithstanding the provisions of this clause, the Preliminaries shall be adjusted on the basis as defined in SCC 40.3

GCC Clause Reference	Special Conditions									
GCC 43.1	The currency of the Employer's country is: Namibian Dollars.									
GCC 44.1	All rates, amounts and sums provided in this document are fixed and valid for the twelve-month period starting 01/07/2025 to 30/06/2026. The rates will be escalated for the second year at a rate of 6% per annum and at a further rate of 6% per annum for the third year. The Ministry of Defence and Veterans Affairs will not entertain nor pay any claims for increases in the cost materials and / or labour other than as provided for herein. The percentage adjustment will only be applicable to the provided unit rates and labour rates at bid stage and is NOT applicable to district factors, preliminary factors and non-scheduled materials. Any work authorised, ordered or commenced, but not yet completed by the contractor during the year in which the purchase order was issued will be paid for at the provided rates of that year and no adjustment will be applicable on any work done to complete the purchase order during the following year.									
GCC 45.1	The proportion of payments retained is 10 (ten) percent of the value of the work and materials valued, until such time as the amount retained equals 5 (five) percent of the contract sum, excluding VAT.									
GCC 45.2	Replace this clause with the following: The remaining amount retained in accordance with GCC 45.1 will only be released and paid to the Contractor 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.									
Liquidated Damages GCC 46.1	The following liquidated damages will apply in the event of the Contractor failing to bring the Works to Completion by the agreed date or any extended period: <table><tr><th colspan="2">TYPE OF CONTRACT & VALUE IN N\$</th><th>PENALTY PER CALENDAR DAY</th></tr><tr><td>Type</td><td>Value</td><td></td></tr><tr><td colspan="2">Emergency repairs for three consecutive times not attended to within 3 hours after</td><td>No further allocation of work</td></tr></table>	TYPE OF CONTRACT & VALUE IN N\$		PENALTY PER CALENDAR DAY	Type	Value		Emergency repairs for three consecutive times not attended to within 3 hours after		No further allocation of work
TYPE OF CONTRACT & VALUE IN N\$		PENALTY PER CALENDAR DAY								
Type	Value									
Emergency repairs for three consecutive times not attended to within 3 hours after		No further allocation of work								

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GCC Clause Reference	Special Conditions		
	receipt of a confirmed instruction		
	Normal repairs	Exceeding 50,000.00	N\$ 300.00 per day
	Renovations and New Construction	Not Exceeding 150,000.00	N\$ 300.00 per day
	Renovations and New Construction	Exceeding 150,000.00	N\$ 500.00 per day
	Penalties will be limited to a maximum of 5% of the Contract Sum including VAT.		
GCC 47.1	The Bonus for the whole of the Works is NOT APPLICABLE		
GCC 48.1	The Advance Payments shall be: NOT APPLICABLE		
GCC 49.1	<u>The Performance Security amount is:</u> The Contractor shall upon the allocation of a project submit a Performance Security as per the format contained in the Schedule: Where the Contract Sum is less than N\$ 100,000.00, no performance guarantee will be required from the Contractor. In all other cases, the Performance Guarantee shall a Bank Guarantee from an approved Namibian commercial bank for 5 per cent of the Contract Sum and shall remain in force and effect until sixty (60) days after the date of practical completion of the Works as a whole and shall be lodged with the Ministry of Defence and Veterans Affairs for safe-keeping.		

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GCC Clause Reference	Special Conditions
	No security containing any clause that allows the bank or insurance company to withdraw from their undertaking before (60) sixty days after practical completion or that stipulates an expiry date will be accepted. Failure to submit the above security within the required time period, will result in NO amounts being certified for payment to the Contractor until such time as this condition has been met.
GCC 50	Day works will be APPLICABLE
GCC 52.3	“...payment is filed under subsection <i>[Insert number]</i>...” should read “... payment is filed under subsection 52.1...”
E. Finishing the Contract	
GCC 55.1	Notwithstanding the provisions in this clause, a detailed account of the total amount that the Contractor deemed payable under the contract will be delivered to the Project Manager within 90 (ninety) days of issuance of the Completion Certificate. The detailed account shall include inter alia all documents in support of any statement of his rights for the purpose of preparing the final account, and if so requested by the Ministry of Defence and Veterans Affairs, shall furnish all invoices with receipts or proof of payment for all non-scheduled items and those for which provisional sums or prime cost amounts are allowed The Contractor shall be supplied with a copy of the final account for his approval and signature. Should the Contractor not object thereto or fails to sign the final account within three months of date of issue thereof, it shall be deemed that he has accepted the final account.
GCC 56.1	Where guarantees are required, the Contractor shall obtain a written guarantee, addressed to the Ministry of Defence and Veterans Affairs from the firm or company supplying the materials and / or executing the work and shall submit the guarantee to the Accounting Officer within fourteen days of having been requested to do so. The guarantee shall state: a) that the workmanship, materials and installation are guaranteed for a specified time from the date of practical completion of the Works, and b) that any defects that may arise during the specified time shall be made good at the expense of the firm or company supplying the materials and / or executing the work, and

GCC Clause Reference	Special Conditions
	c) that the defects will be made good upon the written notice from the Accounting Officer of the Ministry of Defence and Veterans Affairs to do so “As-built marked-up drawings” shall be provided to the Ministry of Defence and Veterans Affairs no later than: AT COMPLETION “Operating and maintenance manuals should be supplied to the Ministry of Defence and Veterans Affairs by the Contractor no later than: AT COMPLETION
GCC 56.2	Amount to be withheld should the maintenance and operation manuals not be provided is 1% of the Final Contract Amount.
GCC 57.2 (g)	The maximum number of days is: 60 calendar days
GCC 57.2 (h)	“...or in executing the Contract, pursuant to GCC Clause 57.1” should read “...or in executing the Contract, pursuant to GCC Clause 58.1.”
GCC 57.3	“...under GCC Sub-Clause 56.2...” should read “...under GCC Sub-Clause 57.2...”
GCC 59.1 Note	“.....shall issue a certificate for the value of the work done and Materials ordered less advance payments....” should read “shall issue a certificate for the value of the work done and Materials delivered to site less advance payments...”
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 10 (ten) percent.

SECTION VII – PRO-FORMA PERFORMANCE SECURITY

APPENDIX TO CONTRACT

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)³ 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 sixty days after the issuance of the Completion Certificate 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)**

³ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

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