

Namibia Institute of Pathology Limited

Bidder's Name:		
Contact Details:	Tel:	
	Email:	
Total quote amount	Provision and installation of car shades at NIP Head Office and various laboratories.	VAT exclusive: N\$
		VAT inclusive: N\$

Ref: W/RFQ/NIP- 6/2024

REQUEST FOR SEALEAD QUOTATION FOR WORK

Initials: _____

NOTICE TO BIDDERS

- Please take note of initializing all pages of the standard bidding document and initial all the supporting documents including company profiles, brochures, etc.**
- Take note to sign all relevant pages as stipulated in the bidding standard document.**
- Take note to stamp all pages where it is indicated that a stamp is required in addition to the signatures.**
- A receipt and/or prove of application on a requirement will not be accepted as being in good standing on the respective requirement(s).**
- Copies of documents not certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) will not be accepted.**

Initials: _____



REQUEST FOR SEALED QUOTATION FOR WORK

Provision and installation of car shades at NIP Head
Office and various laboratories.

Procurement Reference No: W/RFQ/NIP-6/2024

P. O. Box 277. Windhoek. Namibia. Tel: +264-61-295 4200. Fax: +264-61-255 566.
info@nip.com.na, www.nip.com.na

Initials: _____



NAMIBIA INSTITUTE OF PATHOLOGY LIMITED Reg. No. 2000/431

P. O. Box 277. Windhoek. Namibia. Tel: +264-61-295 4200. Fax: +264-61-255 566.
 info@nip.com.na, www.nip.com.na

Letter of Invitation

To: Prospective Bidders

Procurement Reference No: **W/RFQ/NIP-6/2024**

Date: 25 October 2024

Request for Quotation: Invitation for bids for provision and installation of car shades at NIP Head Office and various laboratories.

The Namibia Institute of Pathology Limited (NIP) invites you to submit your best quote for the items described in detail hereunder.

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

Queries, if any, should be addressed to **Mr. Kaali Kathima, Assistant Procurement Officer, Namibia Institute of Pathology Limited, NIP HOUSE, c/o Hosea Kutako & Rowan Street, Windhoek, Namibia** Tel: +264 61 295 4064, Email Procurement@nip.com.na.

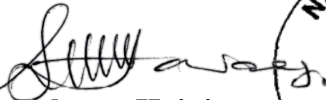
The site visit is compulsory and will be conducted from 31 October 2024 to 4 November 2024, between 9:30 a.m. and 3:30 p.m.

Please ensure that the site visit is signed and stamped.

Location	Name of the Person to be contacted	Email Address	Contact Details	Site visit Date
NIP Head Office	Ms. Anna Julies/ Joseph Tangi	anna.julie@nip.com.na	0812592576/ 0811288801	31 October 2024 to 4 November 2024
Luderitz Laboratory	Diina Haikali	diina.haikali@nip.com.na	063202358	31 October 2024 to 4 November 2024
Eenhana Laboratory	Victor Filippus	victor.filippus@nip.com.na	065263349	31 October 2024 to 4 November 2024
Opuwo Laboratory	Johannes Ipinge	johannes.iiping@nip.com.na	067317756/ 0811431614	31 October 2024 to 4 November 2024
Outapi Laboratory	Asser Shilume	asser.shilume@nip.com.na	065251589/ 0811271889	31 October 2024 to 4 November 2024
Okahao Laboratory	Saara Andreas	saara.andreas@nip.com.na	065252476	31 October 2024 to 4 November 2024
Ongwediva Laboratory	Frans Taapopi	frans.taapopi@nip.com.na	065231832	31 October 2024 to 4 November 2024

Request for clarifications should be received **five (5) workdays prior** to the deadline set for submission of bids. Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

pp. 

Ms. Rebecca Haipinge

Head of Procurement Management Unit



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Namibia Institute of Pathology Limited (NIP) reserves the right:

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

2. Preparation of Bids

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

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

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

3. Validity of Bids

The bid validity period shall be **one hundred and twenty (120)** workdays from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) Have a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid company Registration Document;

The company registration document must also clearly indicate ownership;

- (b) Have an original or a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a **valid good Standing Tax Certificate**, as certified by the Commissioner of Oath. **Certificate should be valid as at the date of bid submission.**
- (c) Have an original or a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a **valid good Standing Social Security Certificate**, as certified

by the Commissioner of Oath. **Certificate should be valid as at the date of bid submission.**

- (d) Have a valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the **Affirmative Action Act, 1998** or a valid certified copy of the original document, as certified by the Commissioner of Oath. **Certificate should be valid as at the date of bid submission.**
- (e) Submit a signed Bid Securing Declaration on **page 13.**
- (f) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to General conditions of Contract if it is awarded the contract or part thereof.
- (g) Have an original or a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a **valid good standing Confirmation of Registration Certificate with BIPA (Business and Intellectual Property Authority)**. This certificate validates the existence of the entity as well as that the entity is in good standing with BIPA in as far as it relates to the payment of annual duties. Certificate should be valid as at the date of bid submission.
- (h) Bidder must operate a company registered for **Construction and Renovation** (company registration/founding statement document submitted with the bid document must ascertain the services provided).
- (i) Written Power of Attorney or make a Close Corporation resolution to self for the signatory of the bid (template on **page 18** to be completed, signed and stamped). Note: Not Applicable to Sole Owners of entities.
- (j) Complete the Company Shareholding Information form on **page 17.**
- (k) Each page of the bid document must be signed (where applicable) and initialled by such person(s) legally authorized to sign on behalf of the company.
- (l) Bidder must submit at least two (2) signed reference letters/completion certificates or purchase orders with completion certificate/job card for **installation of shades and/ or similar work not older than thirty-six (36) months; OR**

Participating bidders that provided installation of car shade works to NIP should submit a declaration on the company letter head stating the procurement reference number(s) and list of works done for internal reference verifications.

- (m) Contract Manager/ Site Manager must have at least five (5) years of construction and/or renovations project management experience, (submit cv with list of supervised projects).
- (n) **Bidder must submit proof of site visit (signed and stamped site visit form) per site.**
- (o) A Bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

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

Links for checking the ineligibility lists are available at:

- Republic of Namibia, Procurement Policy Unit
<https://egp2.gov.na/forms/SearchSuspendedBidders.jsf>
- African Development Bank
<https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures>
- Asian Development Bank
<http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=99>
- European Bank for Reconstruction and Development
<http://www.ebrd.com/pages/about/integrity/list.shtml>
- Inter-American Development Bank Group
<http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html>
- World Bank Group
<http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

Note: In the case of Joint Ventures (JV), each JV partner must comply with item a, b, c, d, j and o above.

Additional Requirements

- a) The bidder must submit a **detailed quotation on its company letter head and bill of quantity** in addition to Section III: Price Activity Schedule.
- b) The bidder must submit a complete bidding document as issued (incomplete bidding documents will not be considered).

**BIDDERS' CONFLICT OF INTEREST DECLARATION
(to be completed by the bidder)**

Mandatory Requirements	Yes	No
Does the bidder have a relationship with any other bidder(s), directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process?		
Has the bidder participated in more than one bid in this bidding process? <i>Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid</i>		
Has the bidder (owners/shareholders) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of this Bid?		
Has the bidder participated in the deliberations or take part in the decision-making process in relation to the bidding process.		
Is the bidder a member of the Board, Bid Evaluation Committee, Procurement Committee, an Accounting Officer or staff member of Procurement Management Unit of NIP.		

5. Bid Security/Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be **Three (3) weeks** after acceptance and issue of Purchase Order. Deviation in completion period **shall be considered if such deviation is reasonable**.

7. Sealing and Marking of Bids

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

8. Submission of Bids

Bids should be deposited in the Bid Box located at **Namibia Institute of Pathology Limited, NIP HOUSE, c/o Hosea Kutako & Rowan Street, Windhoek, Namibia** not later than **Thursday, 14 November 2024 at 11:00am**. Bids by post or hand delivered should reach **Namibia Institute of Pathology Limited, NIP HOUSE, c/o Hosea Kutako & Rowan Street, Windhoek, Namibia** by the same date and time at latest.

Late bids will be rejected.

9. Bid Opening

Bids will be opened by the “Public Entity” at **Namibia Institute of Pathology Limited, NIP HOUSE, c/o Hosea Kutako & Rowan Street, Windhoek, Namibia at Thursday, 14 November 2024 at 11:00am.** Bidders or their representatives may attend the Bid Opening if they choose to do so.

10. Evaluation of Bids

The Public Entity shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated bid.

11. Qualification Criteria

Bidders should submit documents in respect of the following:

- (a) Average annual monetary value of construction works performed over the last **three (3) years.**
- (b) experience in works of a similar nature and size, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts.
- (c) qualifications and experience of key site management and technical personnel proposed for the Contract.

12. Technical Compliance

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

13. Prices and Currency of Payment

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

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

14. Margin of Preference

The applicable margins of preference and their application methodology are as follows:

NATURE OF PROCUREMENT	MINIMUM LOCAL CONTENT
Goods	40% or more of the manufacturing costs of the goods, if the goods are manufactured in Namibia or if they are grown, mined or extracted in Namibia.
Works	50% or more of the employees for the works must be Namibian citizens.

Consultancy Services	50% or more of the employees for rendering the service must be Namibian citizens.
Non-Consultancy Services	50% or more of the employees for rendering the service must be Namibian citizens.

$$A = \frac{\text{Margin of Preference} \times \text{Bid Price}}{100}$$

Bidders applying for the Margin of Preference shall submit, evidence of:

CATEGORIES OF BIDDERS	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE
Manufacturer	2%	-Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant
Micro, Small and Medium Enterprise	1%	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
Women owned enterprise	1%	IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder, certificate declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	2%	IDs of all shareholders Founding statement/company registration indicating ownership structure/shareholder certificate declaration indicating the percentage of Namibian youth ownership
Previously Disadvantaged Person owned enterprise	2%	-IDs of all shareholders -Founding statement / company registration indicating ownership structure / shareholder certificates. -Declaration indicating percentage of Namibian PDPs ownership.
Suppliers providing environmental protection	1%	-declaration and proof that the bidder meets the requirements set out in the bidding document
Suppliers providing employment to Namibian	1%	-declaration that the bidder employs 50% or more Namibian citizens
TOTAL	10%	

15. Award of Contract

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

16. Performance Security

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

15 Notification of Award and Debriefing

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

SECTION II: BID LETTER

(to be completed by Bidders)

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

Bid addressed to: <i>[name of Public Entity]</i>	Namibia Institute of Pathology Limited
Procurement Reference Number:	W/RFQ/NIP-6/2024
Subject of Procurement:	Provision and installation of car shades at NIP Head Office and various laboratories

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

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

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

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

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

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

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

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

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

Bid Authorised by:

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

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

Date: *[Day|month|year]*

Procurement Ref No.:

To: *[insert complete name of Public Entity and address]*

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

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



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. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description:

.....
.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

Note: Not Applicable to Sole Owners of entities

**The Chief Executive Officer
Namibia Institute of Pathology (NIP)
PO Box 277
Windhoek
Namibia**

Dear Sir/Madam,

RE: PROCUREMENT REFERENCE NUMBER: **W/RFQ/NIP-6/2024**: SPECIAL POWER OF ATTORNEY

The undersigned person is herewith granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process [insert procurement reference number].

Title, Name and Signature _____

Such authorization has been conferred by the Board of Directors by way of a Board Resolution/ Member’s Resolution [delete where appropriate] dated [insert date of board/member’s resolution] attached hereto, to act on our behalf and in our name. The actions and representations of the aforementioned person shall be binding upon the grantors.

Place _____
Date _____
Name _____

Signature and Company Stamp
(Duly authorized to confirm such Special Power of Attorney)



Namibia Institute of Pathology Limited

PROCUREMENT SITE VISIT FORM

Procurement of

PROCUREMENT TITLE: Provision and installation of car shades at NIP Head Office and various laboratories.

Procurement Reference Number: W/RFQ/NIP-6/2024

Company name:	
Name of Company Representative:	
Company details (Postal address, best contact number and email address):	
Company details (physical location – number, street name, suburb and town):	
Signature of company representative and company stamp:	A site visit and review of work to be done prior to submitting the bid document has been done.
Name, capacity and signature of NIP Representative at the facility:	
NIP Facility stamp	

NOTE: The Site Visit Form must be submitted together with the bid.

SECTION III: STATEMENT OF REQUIREMENTS
A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE
REQUIREMENTS

PROJECT SPECIFICATIONS

This Request for Sealed Quotation Bidding document, General Conditions of the Contract, specifications, and bidders' submitted documents shall constitute the performance contract.

The Namibia Institute of Pathology Limited (NIP) reserves the right:

- conduct supplier due diligence prior to final award or at any time during the contract period;
- initiate necessary action against defaulting suppliers and contracts;
- not permit a bidder or supplier to receive a procurement award / contract on grounds of outstanding delivery default (failure by a bidder or supplier, for any reason not excused by the applicable provisions of the award/contract to deliver;
- to award based on faster delivery time; and
- terminate if the supplier fails to deliver any or all the Goods within the period specified.

1. The delivery period must be indicated in days/weeks only under section III: List of Goods and Price Schedule. Indication of ex-stock will not be accepted.
2. The bidder is required to indicate the brand for each item under section III: List of Goods and Price Schedule.
3. The bidder is required to quote as per the unit of measurements indicated in Column D of Section III: List of Goods and Price Schedule. Should the bidder quote for an alternative unit of measure, then the bidder is required to mark with a * in Column E of Section III: List of Goods and Price Schedule and indicate the unit of measurement quoted for.

The Namibia Institute of Pathology Limited (NIP) is hereby inviting quotations from reputable suppliers for provision and installation of car shades at NIP Head Office and various laboratories.

Requirements:

The successful bidder is required to provide quotations for provision and installation of car shades at NIP Head Office and various laboratories once-off.

Key Specifications/Terms of Reference

1. Lüderitz Laboratory (x1)

- **Materials:** 50x 3mm SQ tube, mesh flatex 6311 F, *Fibre Cement Roof sheets* for roofing.
- **Cage Size:** W: 2.71 m, H: 2.7m, L: 6.16 m.
- **Design:**
 - Two padlock lockable gates.
 - 7 poles (3 on each side, 1 at the back center) supported by three rails.
 - Mesh 6311f welded all around.

2. Eenhana Laboratory (x2)

- **Materials:** 50x 3mm SQ tube, mesh flatex 6311 F, IBR Roofing (0.4mm).
- **Cage Size:** W: 2.71 m, H: 2.7m, L: 6.16 m.
- **Design:**
 - Two padlock lockable gates.
 - 6 poles (3 on each side, 2 at the back of each net) supported by rails.
 - Four lip channels for zinc screwing.

3. Opuwo (x2)

- **Materials:** 50x 3mm SQ tube, mesh flatex 6311 F , IBR Roofing (0.4mm).
- **Cage Size:** W: 2.71 m, H: 2.7m, L: 6.16 m.
- **Design:**
 - Two padlock lockable gates.
 - 6 poles (3 on each side, 2 at each car net back).
 - Three supporting rails for mesh welding.
 - Four lip channels for roofing zinc installation.

4. Ongwediva Laboratories (2x)

- **Materials:** 76 x 2mm round poles, 50x2mm TR for dome structure.
- **Design:**
 - For Parking Bays No. 1–2: Poles to be mounted into the ground.

- Dome structure on top, 96% UV Block net (blue).

5. Okahao Laboratory (x2)

- **Materials:** 50x 3mm SQ tube, mesh flatex 6311 F, IBR Roofing (0.4mm).
- **Cage Size:** W: 2.71 m, H: 2.7m, L: 6.16 m.
- **Design:**
 - Two padlock lockable gates.
 - 7 poles (3 on each side, 1 in the middle) supported by three rails.
 - Four lip channels for zinc attachment.

6. Swakopmund Laboratory

(Parking Bays) (x5)

- **Materials:** 76 x 2mm round tube, 50x2mm tube for dome structure, net with 96% UV Block (color: grey).
- **Design:**
 - 5 parking bays, dome structure, shaded net top.
 - **NB: Steel works treated with antirust.**

(Cage) (x1)

- **Materials:** 50x 3mm SQ tube, mesh flatex 6311 F, *Fibre Cement Roof sheets* for roofing.
- **Cage Size:** W: 2.71 m, H: 2.7m, L: 6.16 m.
- **Design:**
 - 7 poles (3 on each side, 1 in the back center).
 - Antirust treatment for all steel works.

7. NIP Head Office (Parking Bays) (x23)

- **Materials:** 76 x 2mm round poles, 50x2mm TR for dome structure.
- **Design:**
 - For Parking Bays No. 82–88: Poles to be mounted into the ground.
 - For Parking Bays No. 89–96, 107–114: Poles to be mounted onto protruding basement/slab wall.
 - Dome structure on top, 96% UV Block net (grey).

2.	<p>Eenhana Laboratory (x2)</p> <ul style="list-style-type: none"> • Materials: 50x 3mm SQ tube, mesh flatex 6311 F, IBR Roofing (0.4mm). • Cage Size: W: 2.71 m, H: 2.7m, L: 6.16 m. • Design: <ul style="list-style-type: none"> ✓ Two padlock lockable gates. ✓ 6 poles (3 on each side, 2 at the back of each net) supported by rails. ✓ Four lip channels for zinc screwing. 	2	Each						
3.	<p>Opuwo (x2)</p> <ul style="list-style-type: none"> • Materials: 50x 3mm SQ tube, mesh flatex 6311 F, IBR Roofing (0.4mm). • Cage Size: W: 2.71 m, H: 2.7m, L: 6.16 m. • Design: <ul style="list-style-type: none"> ✓ Two padlock lockable gates. ✓ 6 poles (3 on each side, 2 at each car net back). 	2	Each						

	<ul style="list-style-type: none"> ✓ Three supporting rails for mesh welding. ✓ Four lip channels for roofing zinc installation. 								
4.	<p>Ongwediva Laboratories (2x)</p> <ul style="list-style-type: none"> • Materials: 76 x 2mm round poles, 50x2mm TR for dome structure. • Design: <ul style="list-style-type: none"> ✓ For Parking Bays No. 1–2: Poles to be mounted into the ground. ✓ Dome structure on top, 96% UV Block net (blue). 	2	Each						
5.	<p>Okahao Laboratory (x2)</p> <ul style="list-style-type: none"> • Materials: 50x 3mm SQ tube, mesh flatex 6311 F, IBR Roofing (0.4mm). • Cage Size: W: 2.71 m, H: 2.7m, L: 6.16 m. • Design: <ul style="list-style-type: none"> ○ Two padlock lockable gates. ○ 7 poles (3 on each side, 1 in the middle) supported by three rails. 	2	Sum						

	<ul style="list-style-type: none"> ○ Four lip channels for zinc attachment. 								
6.	<p>Swakopmund Laboratory</p> <p>(Parking Bays) (x5)</p> <ul style="list-style-type: none"> • Materials: 76 x 2mm round tube, 50x2mm tube for dome structure, net with 96% UV Block (color: grey). • Design: <ul style="list-style-type: none"> ○ 5 parking bays, dome structure, shaded net top. ○ NB: Steel works treated with antirust. <p>(Cage) (x1)</p> <ul style="list-style-type: none"> • Materials: 50x 3mm SQ tube, mesh flatex 6311 F, <i>Fibre Cement Roof sheets</i> for roofing. • Cage Size: W: 2.71 m, H: 2.7m, L: 6.16 m. • Design: <ul style="list-style-type: none"> ○ 7 poles (3 on each side, 1 in the back center). ○ Antirust treatment for all steel works. 	5	Each						
		1	Each						

7.	NIP Head Office (Parking Bays) <ul style="list-style-type: none"> • Materials: 76 x 2mm round poles, 50x2mm TR for dome structure. • Design: <ul style="list-style-type: none"> ○ For Parking Bays No. 82–88: Poles to be mounted into the ground. ○ For Parking Bays No. 89–96, 107–114: Poles to be mounted onto protruding basement/slab wall. ○ Dome structure on top, 96% UV Block net (grey). 	23	Each						
					TOTALS				
					TOTAL INCL. VAT				
NAME:			POSITION:		SIGNATURE			DATE	
NAME OF BIDDER:			ADDRESS:						

1. If Price quoted is subject to change in rate of exchange at the time of delivery of goods provide details hereunder:

Currency: Exchange Rate:

If no base rate of exchange is given, the price shall be treated as firm in Namibian Dollars for all intent and purpose.

Key notes: **NA**=NOT APPLICABLE, **NQ**=NO QUOTE

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **W/RFQ/NIP-6/2024**

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

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1.	<p>Bidder must submit a Material and Design Proposal</p> <ul style="list-style-type: none"> • Suitability, durability, and quality of the materials proposed for the car shades (e.g., UV resistance, waterproofing, durability against local weather conditions) 		
2.	Bidder must provide a comprehensive support and maintenance plan with minimum Two (2) years warranty.		
3	Bidder must submit at least two (2) signed reference letters/completion certificates or purchase orders of completed works for provision of shade nets and/ or similar work not older than thirty-six (36) months.		
4	The contract Manager/ Site Manager must have at least five (5) years of construction and/or renovations project management experience, (submit cv with list of supervised projects).		
5	<p>Bidder must submit a proof of Site visit for every lot/ item that they are quoting for.</p> <p>NB: Site visit form on page 16 to be completed by the bidder and signed by NIP representative on site.</p>		

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	

Authorised for and on behalf of:	Company	
----------------------------------	---------	--

** Columns A and B to be completed by Public Entity.*

General Conditions of Contract

Table of Clauses

A. General.....	29
1. Definitions.....	29
2. Interpretation.....	31
3. Language and Law.....	32
4. Project Manager’s Decisions.....	32
5. Delegation.....	32
6. Communications.....	32
7. Subcontracting.....	32
8. Other Contractors.....	32
9. Personnel and Equipment.....	32
10. Employer’s and Contractor’s Risks.....	33
11. Employer’s Risks.....	33
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.....	35
19. Discoveries.....	35
20. Possession of the Site.....	35
21. Access to the Site.....	35
22. Instructions.....	35
23. Appointment of the Adjudicator.....	36
24. Procedure for Disputes.....	36
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
29. Management Meetings.....	38
30. Early Warning.....	38
C. Quality Control.....	38
31. Identifying Defects.....	38
32. Tests.....	38
33. Correction of Defects.....	38
34. Uncorrected Defects.....	39

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.....	43
45. Retention	44
46. Liquidated Damages.....	44
47. Bonus	45
48. Advance Payment.....	45
49. Securities.....	45
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.....	48
57. Termination.....	48
58. Fraud and Corruption	49
59. Payment upon Termination.....	50
60. Property.....	51
61. Release from Performance	51

Section VI General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The 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 Bid.
- (e) Compensation Events are those defined in GCC Clause 41 hereunder.
- (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months.
- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.

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

reports about the surface and subsurface conditions at the Site.

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

2. Interpretation

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

- (g) Drawings,
- (h) Bill of Quantities,¹ and
- (i) any other document **listed in the SCC** as forming part of the Contract.

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

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

- 10. Employer's and Contractor's Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;

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

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

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

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

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

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

17. Approval by the Project Manager

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

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

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

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

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

18. Safety

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

19. Discoveries

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

20. Possession of the Site

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

21. Access to the Site

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

22. Instructions

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

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

23. Appointment of the Adjudicator

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

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

24. Procedure for Disputes

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

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

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

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

B. Time Control

25. Program

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

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

26. Extension of the Intended Completion Date

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

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

27. Acceleration

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

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

28. Delays Ordered by the Project Manager

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

29. Management Meetings

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

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

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

C. Quality Control

31. Identifying Defects

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

32. Tests

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

33. Correction of Defects

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

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

34. Uncorrected Defects

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

D. Cost Control

35. Contract Price

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

35.2 In the case of a lump sum contract, the 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. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**39. Payment
Certificates**

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

- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the 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 for each of the currencies in which payments are made.

40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

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

41. Compensation Events

41.1 The following shall be Compensation Events:

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

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

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

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

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

42. Tax

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

43. Currencies

43.1 The currency of payment shall be Namibian Dollars.

44. Price Adjustment

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

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

where:

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

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

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

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

45. Retention

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

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

46. Liquidated Damages

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

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

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 sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]*

- 47. Bonus**
- 47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 48. Advance Payment**
- 48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 49. Securities**
- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.
- 49.2 (a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:
- (i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and

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

49.3 Where a Preference Security is applicable:

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

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

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

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

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

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

52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under clause 40, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

52.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

E. Finishing the Contract

53. Completion 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.

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

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

58. Fraud and Corruption

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

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

58.3 For the purposes of this Sub-Clause:

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

59. Payment upon Termination

- 59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 59.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

60. Property

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

61. Release from Performance

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

SECTION VII: CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Work - Ref. W/RB-GCC on the website of the Public Entity <https://nip.com.na/wp-content/uploads/2021/08/General-Conditions-for-Works-Request-for-Sealed-Quotation-2017-2.pdf> except were modified by the Special Conditions below.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/NIP-6/2024**

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

GCC Clause Reference	Special Conditions
Purchaser GCC 1.1(r)	The Employer is: Namibia Institute of Pathology Limited (NIP)
Project Manager GCC 1.1(y)	The Project Manager is: _____
Site GCC 1.1(aa)	The Site is located at NIP Head Office and various laboratories and is defined in Drawings Nos: _____
Start Date GCC 1.1(dd)	The Start Date shall be: To be determined from date of award.
The Works GCC 1.1(hh)	The Works consist of: Installation of Car shade nets.
Language and Law GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 5.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Notices GCC 6	Any notice shall be sent to the following addresses: For the Namibia Institute of Pathology Limited (NIP) , the address and the contact name shall be: Ms. Kapena Tjombonde, P.O. Box 277, Windhoek, Namibia. Email: Kapena.Tjombonde@nip.com.na .

GCC Clause Reference	Special Conditions
	<p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be</p> <p>_____</p>
<p>Insurance GCC 13.1</p>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: the full amount of the works including removal of debris, professional fee etc.</p> <p>(b) for loss or damage to Equipment: the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Public Entity as well.</p> <p>(d) for personal injury or death:</p> <p>(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.</p> <p>(ii) of other people: This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives.</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>

GCC Clause Reference	Special Conditions
Site Data GCC 14.1	The site data is: _____
Intended Completion Date GCC 16.1	The Intended Completion Date for the whole of the Works shall be: three (3) weeks.
Possession of the Site GCC 20.1	The Site Possession Date shall be: (to be determined) from date of award, but not more than thirty (30) days from date of award.
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within seven (7) workdays from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: twelve (12) months.
Payment Certificates GCC 39.7	“A single statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor”.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	Force Majeure which makes the contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	Ten percent (10%) of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.

GCC Clause Reference	Special Conditions
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are 1% per day. The maximum amount of liquidated damages for the whole of the Works is 10% per cent of the Contract Price.
Bonus GCC 47.1	The daily rate of Bonus calculation is: not applicable.
Advance Payment GCC 48.1	No advance payment shall be made.
Performance Security GCC 49.1	No Performance Security is required.
Operating and Maintenance Manuals GCC 56.1	“As built” drawings or operating and maintenance manuals are required.
Payment upon termination GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: 10% percentage.

BID CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/NIP-6/2024

Description	Attached	Not Attached
Duly completed Quotation Letter		
Duly completed Priced Activity Schedule		
Duly completed Specification and Compliance Sheet		
Duly completed Bid Securing Declaration		
Valid certified copy of the full company Registration document clearing indicating ownership		
Valid original or certified copy of good Standing Tax Certificate as certified by the Commissioner of Oath.		
Valid original or certified copy of Standing Social Security Certificate as certified by the Commissioner of Oath.		
Valid certified copy of Affirmative Action Compliance Certificate as certified by the Commissioner of Oath.		
An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to the General conditions of Contract if it is awarded the contract or part thereof.		
Company is registered for Construction and Renovation (company registration/founding statement document submitted with the bid document must ascertain the services provided).		
Submit a signed Bid Securing Declaration on page 14		
Written Power of Attorney or make a Close Corporation resolution to self for the signatory of the bid (template on page 14 to be completed, signed and stamped). Note: Not Applicable to Sole Owners of entities.		
An original or a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid good standing Confirmation of Registration Certificate with BIPA (Business and Intellectual Property Authority) . This certificate validates the existence of the entity as well as that the entity is in good standing with BIPA in as far as it relates to the payment of annual duties. Certificate should be valid as at the date of bid submission.		
Complete the Company Shareholding Information form on page 13 .		

Did the bidder submit a detailed quotation on its company letter head, in addition to Section III: List of Goods and Price Schedule?		
Is each page of the bid document signed (where applicable) and initialled by such person(s) legally authorized to sign on behalf of the company?		
Did the bidder submit a complete bidding document as issued (incomplete bidding documents will not be considered)?		
Bidder must submit at least two (2) signed reference letters/completion certificates or purchase orders of completed works for provision of shade nets and/ or similar work not older than thirty-six (36) months.		
Contract Manager/ Site Manager must have at least five (5) years of construction and/or renovations project management experience, (submit cv with list of supervised projects).		
Bidder must submit proof of site visit (signed and stamped site visit form).		

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