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Mr. A Kanime

**Chief Legal Advisor &
Company Secretary**
Ms. EN Tomas

BIDDING DOCUMENTS

ISSUED ON: 20 FEBRUARY 2026

FOR

THE DESIGN, MANUFACTURE, COMMISSIONING AND DELIVERY OF NEW SELF-RIGHTING PILOT BOAT FOR THE PORT OF WALVIS BAY

Procurement Reference No: W/OIB/NAMPORT-3684/2026

Cost: NAD 1,000.00 – VAT Exclusive (Non- Refundable)



Name of Bidder		
E-mail Address		
Postal address		
Bid Price (Exclusive. VAT)		
VAT (if Applicable)		
Total Bid Price (Inclusive. VAT)		
Bid Price (in Words inclusive VAT)		
Contact Phone number	Work:	Mobile:

The Namibian Ports Authority was established by the Namibian Ports Authority Act, No. 2 of 1994, and is recognised as a public enterprise in terms of the Public Enterprises Governance Act, No. 1 of 2019.

Invitation for Bids (IFB)

Republic of Namibia

IFB TITLE: Design, Manufacture, Commissioning and Delivery of a new Self-Righting Pilot Boat for the Port of Walvis Bay

IFB NUMBER: W/OIB/NAMPORT-3684/2026

1. Bids are invited through Open International Bidding (OIB) procedures for the **Design, Manufacture, Commissioning and Delivery of a new Self-Righting Pilot Boat for the Port of Walvis Bay** and the invitation is open to all bidders from eligible source countries.
2. Interested eligible bidders may obtain further information from the Namibian Ports Authority, Procurement Manager and inspect the Bidding Documents at the address given below during normal office hours or on the Namport website <https://www.namport.com.na/procurement> anytime.
3. For full qualifications requirements, please refer to the detailed Bidding Document. A margin of preference for certain goods manufactured domestically shall not apply.
4. A complete set of Bidding Documents in **English** may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of **N\$1,000.00 including VAT**. The method of payment will be **cash or electronic funds transfer (EFT)**. Bidders are required to register on the Namport website (www.namport.com.na/procurement) and express interest in the bid, after which access to download the bidding documents will be granted upon presentation (by email to procurement@namport.com.na) of proof of payment.
5. A non-compulsory virtual Pre-bid meeting will be held at **10h00AM on 04 March 2026**. Bidders should take note that the meeting will be held virtually. The meeting link is: **Microsoft Teams meeting**
Join:
<https://teams.microsoft.com/meet/36864508145712?p=znj9kcJGvkBoxYvbYm>
Meeting ID: 368 645 081 457 12
Passcode: Xq6Hi9oV
6. The last day for clarification requests will be **10 March 2026**. Bids must be delivered to Namport at **12h00 PM** on or before **30 March 2026**. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend on-line at 12h10 PM on **30 March 2026**. The bid opening meeting link is:
Microsoft Teams meeting
Join:
<https://teams.microsoft.com/meet/38164445044559?p=oUSp6Z9M8d10W7isRS>
Meeting ID: 381 644 450 445 59
Passcode: gd6EU6Ej
7. The address(es) referred to above is(are):

For Bidding Document Inspection:

Namibian Ports Authority (Namport) Reception, No. 17 Rikumbi Kandanga Road

For Pre-Bid Meeting and Bid Opening:

Namibian Ports Authority (Namport) Executive Boardroom, No. 17 Rikumbi Kandanga Road.

For Virtual attendance, the link to be provided.

For Submission of Bids:

The Tender Box, Namibian Ports Authority (Namport) Reception, No. 17 Rikumbi Kandanga Road

Summary Description

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV. Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

PART 2 – EMPLOYER’S REQUIREMENTS

Section V. Employer’s Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI. General Conditions of Contract (GCC)

This section contains the form of Contract to be entered into by the Employer. The General Conditions of Contract that shall be used with this Standard Bidding Document are the **BIMCO Newbuild CON Standard Contract Conditions**

Section VII. Particular Conditions of Contract (PCC)

This Section contains the forms of those clauses of the Contract that supplement the GCC and that shall be used by the Employer in contracting

for the Works. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

Section VIII. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after the contract award.

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PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders

1. General

- 1. Scope of Bid** 1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the Plant & Design Build as specified in Section 5 (Employer's Requirements). The name, identification, and number of contracts of this bidding are **provided in the BDS**.

Throughout these Bidding Documents:

- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
- (b) if the context so requires, "singular" means "plural" and vice versa; and
- (c) "day" means -working day, unless otherwise specified.

- 2. Source of Funds** 2.1 The Works will be financed by Namport's own budgetary allocation.

- 3. Fraud and Corruption** 3.1 The Government of the Republic of Namibia requires that all Public Entities and any Bidders, Proposers, Suppliers, contractors, Subcontractors, consultants, and sub-consultants, observe the highest standards of ethics during the procurement and execution of such contracts. The Employer and Contractors must confirm that they have acceptable commitments and procedures in place to address the potential for fraudulent and corrupt practices.

(a) For the purposes of these provisions, the terms set forth below are defined as follows and sometimes referred to collectively in this document as "Fraud and Corruption:

- (i) "**coercion**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence improperly the actions of a party in connection with the implementation of any contract supported, in whole or in part, including such actions taken in connection with a procurement process or the execution of a contract.
- (ii) "**collusion**" means where two or more bidders enter into an agreement whereby a bidder - (a) agrees not to submit a bid in response to an Initial Selection procedure or (b) agrees upon the price, terms or conditions of an Application to be submitted in response to an Initial Selection procedure. This agreement can either be a tacit or explicit agreement between two or more parties to

engage in coercion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or a prohibited practice, including any such agreement designed to fix, stabilize, or manipulate prices or to otherwise deprive the Employer of the benefits of free and open competition.

- (iii) **“corruption”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official, Public Entity staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with Public Entity Funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract;
 - (iv) **“fraud”** means any act or omission, including any misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, with the Employer Funding, including any act or omission designed to influence (or attempt to influence) improperly a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation;
 - (v) **“obstruction”** of investigation into allegations of fraud or corruption” means any act taken in connection with the implementation of any contract supported, in whole or in part, with the Employer Funding: (a) that results in the deliberate destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of coercion, collusion, corruption, fraud, or a prohibited practice; or (b) that threatens, harasses, or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; or (c) that is intended to impede the conduct of an inspection and/or the exercise of audit rights of the Employer and/or the Office of the Inspector General (OIG) responsible for the Employer;.
- (b) The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive,

coercive or obstructive practices in competing for the contract in question; and

- (c) The Employer has the right to sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

3.2 In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer.

3.3 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU): www.egovernment.gov.na

3.4 The Employer commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of the Republic of Namibia or if there be a substantive suspicion in this regard, it will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

4. Environmental and Social Requirements

4.1 The Government of Namibia has a zero-tolerance policy with regard to Trafficking in Persons. Trafficking in Persons (“TIP”) is the crime of using force, fraud and/or coercion to exploit another person. TIP can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. The Government of Namibia is committed to working with partner countries to ensure appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the countries it partners with and projects it funds.

**Environmental
Guidelines and
IFC
Performance
Standards**

4.2 Section VI. Employer’s Requirements and the Additional Provisions of this Initial Selection Document may set out certain prohibitions, Applicants requirements, remedies and other provisions that will be made a binding part of any Contract that may be entered into with respect to this procurement. As such, those provisions, if included, should be given careful consideration.

4.3 The bidder shall ensure that their activities, including any activities carried out by their subcontractors comply with Namibian Environmental Guidelines, and are not ‘likely to cause a significant environmental, health, or safety hazard’ as defined in such Environmental Guidelines. The bidder is also required to comply with the IFC Performance Standards for the purposes of the Contract. Additional information on the IFC Performance Standards can be found here:

http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_ext_ernal_corporate_site/sustainability-at-ifc/policies-standards/performance-standard

5. Eligible Bidders

5.1 The eligibility criteria set forth in this Document will apply to the bidders, including all parties constituting the bidder, for any part of the Contract, including related services.

5.2 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 5.5 — or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

5.3 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

5.4 In the case where a bidder intends to join with an associate, then such associate will also be subject to the eligibility criteria set forth in this document.

5.5 A bidder shall not be under suspension from bidding or submitting proposals by the Employer as the result of the execution of a Bid or Proposal–Securing Declaration.

5.6 In the case where a bidder is to be, a joint venture or other association (a) all members of the joint venture or association must

satisfy the legal, financial, litigation and other requirements set out in this Document; (b) all members of the joint venture or association will be jointly and severally liable for the execution of the Contract; and (c) the joint venture or association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the association during the bidding process and, in the event the joint venture or association is awarded the Contract, during Contract performance.

- 5.7 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. The Employer requires that bidders hold the Employer's interests paramount at all times, strictly avoid conflicts of interest, including conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing, a bidder, including all parties constituting the bidder for any part of the Contract, including related services, and their respective personnel and affiliates, may be considered to have a conflict of interest and disqualified or terminated if they:
- (a) they have at least one controlling partner in common with one or more other parties in the procurement process contemplated by this Document. Notwithstanding anything to the contrary, Public Entities which are wholly or partially owned by the Government are excluded; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, 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 Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. 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: or
 - (f) are, or have been associated in the past, with a person or entity, or any of their affiliates, which has been engaged to provide consulting services for the preparation of the design, specifications, or other documents to be used for the

procurement and provision of the Works under the Contract;
or

(g) are themselves, or have a business or family relationship with,
(i) a member of the Employer's board of directors or staff, any
of whom is directly or indirectly involved in any part of (A)
the preparation of this Document, (B) the selection process for
this procurement, or (C) supervision of the Contract; unless the
conflict stemming from this relationship has been resolved in
a manner acceptable to the client; or

(h) a Bidder, or any of its affiliates has been hired (or is proposed
to be hired) by the Employer as Engineer for the contract.

5.8 A bidder that has been engaged by the Employer to provide goods,
works or non-consulting services for a project, and any of its
affiliates, shall be disqualified from providing consulting services
related to those goods, works or services. Conversely, a bidder
hired to provide consulting services for the preparation or
implementation of a project, and any of its affiliates, shall be
disqualified from subsequently providing goods, works or non-
consulting services resulting from or directly related to such
consulting services for such preparation or implementation.

5.9 Bidders have an obligation to disclose any situation of actual or
potential conflict that impacts their capacity to serve the best
interest of the Employer, or that may be reasonably perceived as
having this effect. Failure to disclose said situations may lead to
the disqualification of the Applicant or the termination of the
Contract.

5.10 A firm that is under a declaration of ineligibility by the
Government of Namibia in accordance with applicable laws at the
date of the deadline for bid submission and thereafter shall be
disqualified.

5.11 The following restrictions shall apply (in each case subject to the
limited exception set forth in ITA Sub-Clause 5.11(d) below):

a) No member of the Employer's board of directors or current
employees of the Employer (whether part time, or full time,
paid or unpaid, in leave status, etc.) shall be proposed or
work as, or on behalf of, any bidder.

b) Except as provided in Sub-Clause 5.11(d), no current
employees of the Government shall work on behalf of the
bidder under their own ministries, departments or agencies.

c) Recruiting former Government employees to perform
services for their former ministries, departments or
agencies is acceptable provided no conflict of interest
exists.

d) If a bidder proposes any Government employee as

personnel in their bid, such personnel must have written certification from the Government confirming that: (i) they will be on leave without pay from the time of their official Application submission and will remain on leave without pay until the end of their assignment with the bidder and they are allowed to work full-time outside of their previous official position; or (ii) they will resign or retire from Government employment on or prior to the Contract award date. Under no circumstances shall any individuals described in (i) and (ii) be responsible for approving the award of this Contract. Such certification shall be provided to the Employer by the bidder as part of its bid.

- 5.12 Bids from contractors 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 on the PPU's website: www.egovernment.gov.na

- 5.13 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.
- 5.14 Bidders shall provide such evidence of their continued eligibility in a manner satisfactory to the Employer, as the Employer shall reasonably request.
- 5.15 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Namibia prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

**6. Eligible
Materials,
Equipment and
Services**

- 6.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 5.3 above and all expenditures under the Contract will be limited to such materials, equipment, and services. If as **provided for in the BDS**, and at the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 6.2 For the purpose of ITB 6.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of

components, a commercially recognized product results that differ substantially in its basic characteristics or in purpose or utility from its components.

A. Contents of Bidding Document

7. Sections of Bidding Document

7.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1 Bidding Procedures

Section I – Instructions to Bidders (ITB)

Section II – Bid Data Sheet (BDS)

Section III – Evaluation and Qualification Criteria

Section IV – Bidding Forms

PART 2 Requirements

Section V – Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VI – General Conditions of Contract (GCC)

Section VII – Special Conditions of Contract (SCC)

Section VIII – Contract Forms

7.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to Bidding Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Employer shall prevail

7.3 The bidder is expected to examine all instructions, forms, and terms in the Bidding Document and to furnish with its bid all information or documentation as is required by the Bidding Document.

- 8. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 8.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period **given in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 7.2, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 9 and ITB 23.2.
- 8.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 8.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 8.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.5 The Bidder is requested, as far as possible, to submit any question in writing, to reach the Employer not later than one week before the meeting.
- 8.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any response prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 7.2. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 9 and not through the minutes of the pre-bid meeting.

- 9. Amendment of Bidding Document**
- 9.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 7.2.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2.

B. Preparation of Bids

- 10. Cost of Bidding**
- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 11. Language of Bid**
- 11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation in English in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 12. Documents Comprising the Bid**
- 12.1 The Bid shall comprise the following:
- (a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16
 - (b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; as specified in the BDS.
 - (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid
 - (e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin

- (f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents
- (g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted,
- (h) in the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners
- (i) following documentary evidence is required from all bidders):
 1. have a valid certified copy of company Registration Certificate as certified by the Namibian Police or a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) **(All Bidders)**
 2. have a valid original or valid certified copy of good Standing Tax Certificate as certified by the Namibian Police or a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) **(Namibian Bidders only)**
 3. have a valid original or valid certified copy of good Standing Social Security Certificate as certified by the Namibian Police or a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) **(Namibian Bidders only)**
 4. have a valid original or valid certified copy of certified copy of Affirmative Action Compliance Certificate as certified by the Namibian Police, and or 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 **(Namibian Bidders only)**
 5. 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 **(All Bidders); and**
- (j) Any other documents required in the **BDS (All Bidders)**

- 13. Letter of Bid and Schedules** 13.1 The Letter of Bid, Schedules, and all documents listed under Clause 12, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 14. Alternative Bids** 14.1 Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.
- 14.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 14.3 When **specified in the BDS** pursuant to ITB 14.1, and subject to ITB 14.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 14.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section V (Employer's Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).
- 15. Bid Prices and Discounts** 15.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 15.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 15.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, including any discounts offered.

- 15.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 13.1.
- 15.5 If so indicated, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 15.3, provided the bids for all contracts are submitted and opened at the same time.
- 15.6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 15.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
- 16. Currencies of Bid and Payment** 16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be as **specified in the BDS**.
- 17. Documents Comprising the Technical Proposal** 17.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as **specified in the BDS** and stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 18. Documents Establishing the Qualifications of the Bidder** 18.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information **specified in the BDS** and as per corresponding information sheets included in Section IV (Bidding Forms).
- 19. Period of Validity of Bids** 19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the

period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 20, it shall also be extended for the corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

19.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

20. Bid Security

20.1 Unless otherwise **specified in the BDS**, the Bidder shall either furnish as part of its bid, in original form, a bid security or subscribe to a Bid Securing Declaration in the Letter of Bid **as specified in the BDS**. In the case of a bid security, the amount shall be **as specified in the BDS**.

20.2 The Bid Security shall be in the amount and currencies **specified in the BDS** and shall:

- (a) at the Bidder's option, be in the form of a unconditional bank guarantee substantially in the format of Form of Bid Security (Bank Guarantee) included in the Bid Submission Forms, or another type of security **specified in the BDS**
- (b) be issued by a reputable institution selected by the Bidder and located in any eligible country (as determined in accordance with ITB Clause 5). If the Bid Security is issued by a financial institution located outside Namibia, the Bid Security must be confirmed by a correspondent financial institution located in Namibia, satisfactory to the Employer, to make the Bid Security enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV. Bid Submission Forms, or another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder and identify the correspondent financial institution if the financial institution is located outside Namibia.
- (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 20.7 are invoked;
- (d) be submitted in its original form; copies will not be accepted; and
- (e) remain valid for a period of thirty (30) days beyond the original validity period of Bids, or beyond any period of

extension subsequently requested under ITB Sub-Clause 19.2

20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Letter of Bid, if required, in accordance with ITB 20.1, shall be rejected by the Employer as nonresponsive.

20.4 If a Bid Security is specified pursuant to ITB 20.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.

20.5 If a Bid Security is specified pursuant to ITB 20.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

20.6 The Bid Security may be forfeited, or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 19.2 or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a performance security in accordance with ITB 41.

20.7 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 5.1.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 12 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 14, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder as **specified in the BDS**.

21.3 Any amendment such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

C. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder.

(b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 23.1.

(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and

(d) bear a warning not to open before the time and date for bid opening.

22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Employer at the address no later than the date and time **indicated in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 24. Late Bids** 24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25. Withdrawal, Substitution, and Modification of Bids** 25.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 26. Bid Opening** 26.1 The Employer shall open the bids at the address, date and time **specified in the BDS** in the presence of Bidders’ designated representatives who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at

bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Letter of Bid, if required; and any other detail as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 24.1.

26.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

D. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process until information on Contract award is communicated to all Bidders.

27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

27.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of

arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 32.

28.2 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors.

29. Deviations, Reservations, and Omissions

29.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document.

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part, or all of the information or documentation required in the Bidding Document.

30. Determination of Responsiveness

30.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB12.

30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

30.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 17, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation or omission.

30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

- 31. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid.
- 31.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 31.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).
- 32. Correction of Arithmetical Errors**
- 32.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33. Margin of Preference**
- 33.1 **Unless otherwise specified in the BDS**, a Margin of Preference shall not apply.
- 34. Evaluation of Bids**
- 34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively.
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1.
 - (c) price adjustment due to discounts offered in accordance with ITB 15.3.
 - (d) adjustment for non-conformities in accordance with ITB 31.3.
 - (e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discount offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).
- 34.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded or if any item in the priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities or Priced Activity Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After analysis of the prices the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 35. Conversion to Single Currency for Comparison of Tenders**
- 35.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
- 36. Qualification of the Bidder**
- 36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated

and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18.1.

36.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**37. Employer's
Right to Accept
Any Bid, and to
Reject Any or
All Bids**

37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

E. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**39. Notification of
Award**

39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the selected Bidder, in writing, by a Notification of Award, of award of the contract. The Notification of Award shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. At the same time, the Employer shall notify the unsuccessful Bidders that their respective bids have not been successful.

39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

**40. Changes in
Qualifications of
Bidders**

40.1 Any change in the structure or formation of a bidder after being selected (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor) shall be subject to the written approval of the Employer prior to the conclusion of the contract. Such approval shall be denied if (i) an initially selected bidder proposes to associate with a disqualified bidder or in case of a disqualified

joint venture, any of its members; (ii) as a consequence of the change, the bidder no longer substantially meets the qualification criteria set forth in Section III - Initial Selection Criteria and Requirements Table 1 - Qualification Criteria, and Requirements; or (iii) no longer continues to be lowest responsive bidder as a result of the Employer's re-evaluation of the bidder; or (iv) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than seven (7) days after the date of the Letter of Award.

41. Signing of Contract

41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

42.1 Within thirty (30) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section VIII (Contract Forms), or another form acceptable to the Employer.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

43. Adjudicator

43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should state in his Bid. If, in the Notification of Award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC), to appoint the Adjudicator.

44. Plants and Materials on site

Unless otherwise **specified in BDS** interim payment for Plant and Material on site is not applicable.

45. Debriefing

45.1 The Employer shall promptly attend to all requests for a debriefing of the contract, made in writing within 30 days from the date of the notification of the award.

45.2 Bidders may challenge the results of a procurement only according to the rules and provisions of a bid review application as outlined

in the Public Procurement Act, 2015, established in the Bid Review System. The rules and provisions of the Bid Review System are as published on the Employer's website or as **indicated in the BDS.**

45.3 Bidders may apply for re-consideration in accordance with provisions that may be made under Section 59 of the Act

Section II – Bid Data Sheet (BDS)

The following specific data for the works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB 1.1	The Procuring Entity is: NAMPORT The Employer is: Namibian Ports Authority (NAMPORT)
ITB 1.1	The Bid Number is W/OIB/NAMPORT/3684/2026 The Invitation for Bids has been issued through an Open International Bidding procedure
ITB 1.1	The name and identification number of the Procurement is The Design, Manufacture, Commissioning and Delivery of one New Self -Righting Pilot Boat
ITB 5.12	A list of firms debarred from participating in Public Procurement in Namibia is available at www.egovernment.gov.na The following list will be used to determine if a bidders appear on any of the development bank ineligibility lists as follows: <ul style="list-style-type: none"> • 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=999 • 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

B. Bidding Documents

ITB 8.1	For <u>clarification purposes</u> only, the Employer’s address is: NAMPORT Address: 17, Rikumbi Kandanga Road, PO Box 361, Walvis Bay Country: Namibia Telephone: +264 64 208 2217
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	<p>Email: procurement@namport.com.na or m.deklerk@namport.com.na or o.amunkete@namport.com.na</p> <p>Requests for clarification should be received by the Employer no later than 14 days prior to the deadline to submission on: 10 March 2026</p>
ITB 8.4	<p>A Virtua non-compulsory Pre-bid meeting has been scheduled for</p> <p>Date and Time: 04 March 2026 @10h00 AM (Namibian Time)</p> <p>The meeting link is:</p> <p>Microsoft Teams meeting</p> <p>Join:</p> <p>https://teams.microsoft.com/meet/36864508145712?p=znj9kcJGvkBoxYvbYm</p> <p>Meeting ID: 368 645 081 457 12</p> <p>Passcode: Xq6Hi9oV</p>

C. Preparation of Bids

ITB 12.1 (j)	<p>The following documents shall be submitted with the bid:</p> <p>A Manufacturer’s authorization is “required”. Bids from <u>Builders</u> who are inexperienced in specialised vessel building of this type of vessel will not be considered.</p> <p>All Annexures form part of the Bidding Documents and Evaluation Criteria and bidder must make sure that they are read, fully understood and priced.</p>
ITB 12 (j)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> • Builders are to provide written evidence that a memorandum of understanding exists between the Namibian Ministry of Works and Transport- Department of Transport: Directorate Maritime affairs and the classification society in supporting clause 0.3 enabling that Classification Society to issue statutory certificates and approvals on behalf of the Directorate of Maritime affairs, as an example tonnage certificate, fire plan approval of stability booklet etc. on behalf of the Directorate and other certificates as may be stipulated in the memorandum of understanding. • Bids from Builders without this evidence for vessel building of this type of vessel will not be considered. This MOU should clearly indicate the validity commencing from the bidding stage to the successful registration of the respective boat in Namibia. • Letter issued by the Classification Society to conduct surveys during the construction that are to be classed by them to establish that the rules and regulations that they have published will be followed.

ITB 14.1	Alternative bids shall not be permitted.
ITB 14.2	Alternative times for completion shall not be permitted,
ITB 14.3	Alternative to technical requirements is not permitted.
ITB 14.4	Alternative technical solutions are not permitted.
ITB 15.6	The prices quoted by the Bidder “ shall not be ” subject to adjustment during the performance of the Contract and will remain firm and fixed.
ITB 16.1	Bidders shall quote only in Namibian dollars (NAD) or South African Rand (ZAR) on the basis of that prices are not adjustable to any rate of exchange
ITB 17.1	<p>Bidders are to provide a list of minimum three (3) Self-righting Pilot boats, handed over, during the last four (4) years immediately preceding date of the bid. This list also to include Yard Numbers, Owners and year of delivery</p> <p>Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>for the duration of the warranty period which should be at least 12 months after signing of protocol of delivery</i></p> <p>All spares required by the Classification Society are to be supplied and included in the bid price.</p>
ITB 18.1	<p>After sales service is “required”.</p> <p>All equipment used are to have local agents who are also capable of providing back up services and freely available spares in Southern Africa for the following items. Full details to be provided with bid submissions with relevant correspondences.</p> <ul style="list-style-type: none"> • All diesel Engines • Propulsion Units • Electrical equipment • Communications equipment • Pumps <p>Any other items considered necessary</p>
ITB 19.1	The bid validity period shall be: 180 (One Hundred and Twenty) Working days
ITB 20.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Letter of Bid containing the provision with regard thereto.
ITB 20.2	Not Applicable, No bid Security is required.

ITB 21.1	In addition to the original of the bid, the number of copies is: Three (3) hard copies and One (1) electronic copy
ITB 21.2	<p>A written Authorization is required.</p> <p>(a) This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a director being a shareholder of a company or through a Power of Attorney.</p> <p>(b) The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>(c) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>

D. Submission and Opening of Bids

ITB 22.1	Bidders shall not have the option of submitting their bids electronically.
ITB 22.1 (b)	If bidders shall not have the option of submitting their bids electronically, the electronic bidding submission procedures shall be not applicable
ITB 22.2 (b)	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>Procurement Reference Number: W/OIB/NAMPORT/xxx/2026</p> <p>Procurement description: The Design, Manufacture, Commissioning and Delivery of one New Self -Righting Pilot Boat</p> <p>For <u>bid submission purposes</u> only, the Employer’s address is:</p> <p>Attention: NAMPORT</p> <p>Address: The Tender Box, Reception, Namport Head Office, Ground Floor, No.17, Rikumbi Kandanga Road, PO Box 361, Walvis Bay</p> <p>Country: Namibia</p> <p>Telephone: +264 64 208 2217 or +264 64 208 2450</p> <p>In addition to the identification above, the inner envelopes shall indicate the name and address of the Bidder.</p>

	If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
ITB 23.1	<p>The deadline for bid submission is:</p> <p>Date: 30 March 2026</p> <p>Time: 12:00 PM</p> <p>Markings: “DO NO OPEN UNTIL CLOSING DATE AND TIME”</p> <p>If there is a discrepancy between the time of the bidder (s) and the time at the NAMPORT reception, the time at the NAMPORT reception will prevail.</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Street Address: Namibian Ports Authority Head Office, No. 17 Rikumbi Kandanga Road</p> <p>Floor/Room number: Procurement Boardroom</p> <p>City: Walvis Bay</p> <p>Date: 30 March2026</p> <p>Time: 12h10pm local time</p> <p>For the virtual bid opening, the Meeting Link is:</p> <p>Microsoft Teams meeting</p> <p>Join:</p> <p>https://teams.microsoft.com/meet/38164445044559?p=oUSp6Z9M8d10W7isRS</p> <p>Meeting ID: 381 644 450 445 59</p> <p>Passcode: gd6EU6Ej</p> <p>Note: MS Teams Meeting Link also available on the website.</p>
ITB 26.1	If electronic bid submission is permitted in accordance with ITB 22.1, the specific bid opening procedures shall be not applicable

E. Evaluation and Comparison of Bids

ITB 33.1	No margin of preference shall not be applicable as indicated in Section III
ITB 35.1	<p>The currency that shall be used for Bid evaluation and comparison is: Namibian Dollars.</p> <p>The basis for conversion shall be Not Applicable as prices are not adjustable to rate of exchange</p> <p>The date for the exchange rate shall be Not Applicable as prices are not adjustable to rate of exchange.</p>

ITB 43.1	The Adjudicator proposed by the Procuring Agent is: To be Nominated by the President of the Engineering Professions Association (EPA) from the NAL and to be paid at a current rate as prescribed by the EPA if and when disputes may arise during the contract.
ITB 44.1	Interim Payment for Plant and Material on site is not applicable.
ITB 45.1	The address to file application for review is: The Chairperson Review Panel Ministry of Finance, 5th Floor Moltke Street Windhoek, Namibia Email address: kaarina.kashonga@mof.gov.na

Appendix to Bid

Note: with the exception of the items for which the requirements have been inserted, the following information must be completed before the Bid is submitted.

Section III - Evaluation and Qualification Criteria

THE FOLLOWING EVALUATION CRITERIA SHALL APPLY

1.1 ADMINISTRATIVE REQUIREMENTS

#	Description
1	Has the Bidder submitted the duly filled in, signed, stamped, and dated Bid Submission Sheet Form ;
2	Has the Original copy of the bid been signed and initialed by a person duly authorized to sign on behalf of the Bidder (ITB sub-clause 21.2)
3	Is the Bid written in English language (Clause 12.1);
4	Has the Bidder offered period of validity of the bid in line with the period stipulated in ITB Sub-clause 19.1
5	Has the Bidder submitted a Bid Securing Declaration
OVERALL ADMINISTRATIVE COMPLIANCE	

Bidders that do not comply with the stipulated requirements will be deemed non-responsive, therefore disqualified and excluded from further evaluation and comparison.

1.2 LEGAL REQUIREMENTS

#	Description
1.	(Bidders (Owners) have provided valid proof of citizenship/permanent residence, certified by the Namibian Police or a Commissioner of Oath and in the case of Joint Ventures (JV), each party to the JV are Namibian citizens/permanent residents and have provided proof as required above)- Namibian Bidders Only
2	Has the bidder submitted a valid copy of company registration / founding statement (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) - All Bidders In the case of Joint Ventures (JV), each JV partner must comply with the above.
3	Has the Bidder submitted an original or certified copy of valid good Standing Tax Certificate (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) - Namibian Bidders Only In the case of Joint Ventures (JV), each JV partner must comply with the above.
4	Has the Bidder submitted an original or certified copy of valid good Standing Social Security Certificate; (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) - Namibian Bidders Only

	In the case of Joint Ventures (JV), each JV partner must comply with the above.
5	Has the bidder submitted a certified copy of a valid Affirmative Action Compliance Certificate, or 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; (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) - Namibian Bidders Only In the case of Joint Ventures (JV), each JV partner must comply with the above
6	Has the bidder submitted 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 sub-clause 4.6 of the General Conditions of Contract if it is awarded the contract or part thereof. - All Bidders
7	In case of JV, Bidder has submitted the following additional documentation: a) Duly signed joint venture agreement outlining the following: (i) Roles and Responsibilities of each party. The Roles and Responsibility of each party shall not be altered at any point without the written consent of the employer. (ii) That there will be a JV's bank account (iii) Percentages of partners in the JV and (iv) That the partners are jointly and severally liable b) Power of attorney for the signatory of the joint venture In the case of intended Joint Ventures (JV) has the bidders submitted a dully signed letter of intent by all parties to the JV outlining the above requirements in (i) to (iv) (Existing JVs shall comply with the above requirements)
8	Has the Bidder provided a written Power of Attorney that the person is/was granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process (Completion of Form-Special Power of Attorney) (Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf) All Bidders
9	Has the bidder submitted a declaration that non-performance has not occurred within the last five (5) years for companies, compliance criteria of Single Entity, Joint Venture, Consortium or Association as per requirement. All Bidders
	OVERALL LEGAL COMPLIANCE

Failure to submit all contract documents, the bidder shall be deemed non-responsive therefore disqualified and excluded from further evaluation and comparison.

1.3 ELIGIBILITY REQUIREMENTS:

No	Mandatory Requirements
1	Is the Bidder 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? ITB 5.4 (a) All Bidders
2	<p>Does the bidder appear on any of the development bank ineligibility lists as follows:</p> <ul style="list-style-type: none"> • 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=999 • 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
	OVERALL ELIGIBILITY

1.4 Technical Evaluation Criteria

The following will serve as minimum **mandatory technical requirements**. Bidder's that do not comply with the stipulated requirements will be deemed non-responsive, therefore disqualified and excluded from further evaluation and comparison.

Bidders must submit all the required documents listed below in order to advance to the next step in the evaluation process

Step	Mandatory Technical Requirements	Bidder Comply Y/N
	TABLE 1: Technical Evaluation Criteria for Self – righting pilot boat	
1.	Adherence to Self-Righting boat Design & Functionalities	
	As stipulated in the Technical Specifications <i>clause by clause</i> : Note: Only bidders who proposed a Self-Righting pilot boat meets the compliance in Step 1 shall proceed to be evaluated in <i>Steps 2 to 6</i> below. Bidder's Technical specifications and drawings of the vessel. This shall be in form of a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness supported with evidence such as data sheets, brochures and drawings of the equipment or a statement of deviations and exceptions to the provisions of the Technical Specifications. Bidder's Technical Specifications shall not be a reproduction of the Procuring Entity's specifications. (refer to clause 17 of the ITT)	
2.	Bidder's experience	
a)	List of at least 3 times similar pilot boats than one tendered for built and supplied by the bidder in the past for five (5) years: providing details which must include but are not limited to: <ul style="list-style-type: none"> ➤ List of at least 3 x pilot boats as above built between 2019 and 2024 ➤ Built Yard Nos ➤ Dates built shown clearly DDMMYY. 	
b)	Client or Ports of sale indicated.	
c)	Reference letters addressed to the bidders from at least three (3) foreign boat clients (outside the shipbuilding country)	
d)	List and evidence of at least 2 ongoing shipbuilding works which the procuring entity can take liberty to inspect at their shipyards on short notice issued to the Bidder. <ul style="list-style-type: none"> ➤ Existing ongoing contracts/approval letters from National shipbuilding regulatory body/current works in progress records. 	

3.	Bidder's Qualifications: Key Personnel detailed qualifications criteria.	
a)	Naval Architect: <ul style="list-style-type: none"> • Minimum Naval Architecture degree (typically a B.Sc. or B.Eng.) • Minimum 5 years working experience in Shipbuilding. • Proof of membership with any Association of Naval Architects and Marine Engineers. • Detailed CV to be submitted. 	
b)	Project Manager: <ul style="list-style-type: none"> • Minimum qualification should be a Certification in Project Management Professional (PMP) (PMI), which is globally recognized certification supplemented with preferably a Certified Associate in Project Management (CAPM) • Minimum 5 years working experience in Shipbuilding. • Good command of the English language written and verbal. • Detailed CV to be submitted. 	
4.	Procuring Entity's Classification societies certify compliance:	
a)	The boat shall be built in accordance with the very best standards set by members of the International Association of Classification Societies, ensuring they meet structural, machinery, and safety requirements for specialized pilot mono-hulls, often with notations like +100 A1 SSC Pilot Mono, + LMC.	
4.	ISO certification:	
a)	Valid certificate for the manufacturing company stating clearly that their systems are certified for design, manufacture and supply of vessels: <ul style="list-style-type: none"> ➤ Quality Management System Certification, ISO 9001:2015 for the manufacturing company. ➤ Environmental Management System ISO 14001:2015 for the manufacturing company ➤ Health and Safety Management System ISO 45001:2015 for the manufacturing company 	
5.	A written undertaking on after-sales service	
a)	All equipment used are to have local agents who are also capable of providing back up services and freely available spares in Southern Africa for the following items. Full details to be provided with tender submissions with relevant correspondences. <ul style="list-style-type: none"> • All diesel Engines • Propulsion Units (Water-jets) • Electrical equipment 	

	<ul style="list-style-type: none"> • Communications equipment 	
6.	<p>Shipyard Delivery Timetable: As per bidder’s Gantt Chart / Ms Project Presentation depicting 10 – 12 months delivery period, all activities, milestones and responsibilities shown.</p>	
a)	<p>Timetable includes all activities and scheduled milestone shipyard visits by the procuring entity’s representatives and trainings prescribed as described herein as mandatory to be accomplished during and after construction.</p>	
7.	<p>Bidder’s (Shipyard’s) Financial Strength and Sustainability:</p>	
a)	<p>Bidder’s financial position and operational performance as depicted by analysis of own certified audited accounts for the years 2022, 2023 and 2024: Annual turnover of > USD 3 Million <u>OR</u> Equivalent currency</p>	
OVERALL COMPLIANCE		

2. Qualification

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 5.7.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.3 Bank Ineligibility	Not having been declared ineligible by the Public Entity as described in ITB 5.10.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.4 Government Owned Entity	Compliance with conditions of ITB 5.13	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
2.1.5 Ineligibility based on a United Nations resolution or Namibian Law	Not having been excluded as a result of the laws of Republic of Namibia or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 5.8	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	2.2 Historical Contract Non-Performance						
Sub-Factor	Criteria					Documentation Required	
	Requirement	Bidder					
		Single Entity	Joint Venture, Consortium or Association				
			All partners combined	Each partner	At least one partner		
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last five (5) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JV	Existing JV must meet requirement	N / A	Lead partner Must meet requirement	Form CON - 2	
2.2.2 Pending Litigation	All pending litigation shall in total not represent more than ten percent (10%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JV	Must meet requirement	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON – 2	

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
2.4.1 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last five[5] years prior to the applications submission deadline, this with activity.	N / A	N / A	N / A	N / A	Form EXP-4.1
2.4.2 Specific Experience		Must meet requirement	Must meet requirement	N / A	Must meet requirement	Form EXP 2.4.2(a)
2.4.2 Specific Experience		Must meet requirements	Must meet requirements	N / A	Must meet requirements	Form EXP-2.4.2(b)

2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements, by providing detailed CV of the key personnel below:

No.	Position	Total Work Experience (years)	Documentation Submitted
1	Naval Architect	10	
2	Project Manager	10	

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

Section IV - Bidding Forms

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Letter of Bid

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

Date: _____

Bid No:.....

To: NAMPORT
No.17, Rikumbi Kandanga Road,
PO Box 361,
Walvis Bay,
Namibia

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 9;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (c) The total price of our **Bid inclusive of VAT**, after any discounts offered in item (d) below is: N\$ _____
_____;
- (d) The discounts offered and the methodology for their application are:

_____;
- (e) Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) I/We hereby confirm that I/we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. I/We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;¹
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;

¹ *Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause 14.8 Adjustments for Changes in Cost.*

- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.3;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 5.3, other than alternative offers submitted in accordance with ITB 14;
- (k) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (l) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.5;²[select appropriate]
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ³

Name of Recipient	Address	Reason	Amount
.....
.....

- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (p) If awarded the contract, the person named below shall act as Contractor's Representative:

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date:

Seal of Company

² Use one of the two options as appropriate.
³ If none has been paid or is to be paid, indicate "none".

Appendix to Bid Submission Form
BID SECURING DECLARATION

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

Date:[Day | month | year]

Bid No.:

To: NAMPORT
No. 17, Rikumbi Kandanga Road,
PO Box 361, Walvis Bay

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

Labour Written Undertaking

Written undertaking in terms of section 138 of the Labour Act, 2007 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

Bid 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.

Pricing Schedules –

Name of Bidder :

Item	Description	Unit	Qty	Unit Price N\$
1			1	
2			1	
3				
4				
(VAT if Applicable)				
Total Price N\$				

Priced Activity Schedule Authorized By:

Name:		Signature:	
Position:		Date:	
Authorized for and on behalf of:		Company	

4.1.1 SHE AND SAFETY / EMP PROCEDURES

The contractor shall enclose documentary evidence and references of a suitable qualified person to be appointed as competent person to oversee the compliance to the SHE processes as per Labour act of 2007.

Name: _____

Qualification as relevant: _____

(courses attended)

Required:

Method statements

Risk Assessments

EMP compliance

PPE adherence

Project planning and Induction facilitation with the relevant Authorities

Signed: _____

Name: _____

Forms for Personnel

Form PER – 1: Key Personnel

Bidders should provide the names of duly qualified key personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position:
	Name:
2.	Title of position:
	Name:
3.	Title of position:
	Name:
4.	Title of position:
	Name:
5.	Title of position:
	Name:
6.	Title of position:
	Name:

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI 1.1

Bidder Information Sheet

Date: _____

Bid Reference No.: _____

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> _____ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. <input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 5.1 <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.5.

Form ELI 1.2

Party to JV Information Sheet

Date: _____

Bid Reference No.: _____

1.	Bidder's Legal Name:
2.	JV's Party legal name:
3.	JV's Party Country of Registration:
4.	JV's Party Year of Registration:
5.	JV's Party Legal Address in Country of Registration:
6.	JV's Party Authorized Representative Information Name: _____ _____ Address: _____ _____ Telephone/Fax numbers: _____ Email Address: _____
7.	Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. <input type="checkbox"/> In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.5.

Form CON – 2

Historical Contract Non-Performance

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: _____

Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria).			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, NAD equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria), as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, NAD equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

Form CCC

Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current NAD equivalent)	Average monthly invoicing over last six months (current NAD equivalent)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Form FIN3.3

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts.

Source of financing	Amount in NAD or USD
1.	
2.	
3.	
4.	

Form EXP – 2.4.2(a)

Specific Experience

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bid No.: _____

Similar Contract Number: ___ [insert specific number] of ___ [insert total number of contracts required].	Information		
Contract Identification	_____		
Award date Completion date	_____ _____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____ _____		NAD _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____%	_____	NAD _____
Employer's Name:	_____		
Address:	_____ _____		
Telephone/fax number:	_____		
E-mail:	_____		

Form EXP – 2.4.2(a) (cont.)
Specific Experience (cont.)

Bidder’s Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: _____

Similar Contract No. __ [insert specific number] of __ [insert total number of contracts] required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

Form EXP – 2.4.2(b)

Specific Experience in Key Activities

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid No.: _____

Subcontractor's Legal Name: _____

	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		NAD _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	NAD _____
Employer's Name:	_____		
Address:	_____ _____		
Telephone/fax number:	_____		
E-mail:	_____		

Form EXP – 2.4.2 (b)(cont.)
Specific Experience in Key Activities (cont.)

Bidder's Legal Name: _____

JV Partner Legal Name: _____

Subcontractor's Legal Name: _____

	Information
Description of the key activities in accordance with Sub-Factor 2.4.2(b) of Section III (Evaluation and Qualification Criteria):	

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NAMPORT

SECTION 1

GENERAL REQUIREMENTS

1.1 SCOPE OF WORKS

TECHNICAL SPECIFICATION & REQUIREMENTS FOR THE DESIGN, MANUFACTURE, COMMISSIONING AND DELIVERY OF ONE NEW SELF-RIGHTING PILOT BOAT FOR THE PORT OF WALVISBAY.

1.2 SPECIFICATION OF CONSTRUCTION

This specification covers the construction and requirements for one diesel powered self righting pilot boat fitted with Jet propulsion units.

- 1.2.1 The vessel, self-righting pilot boat shall be constructed, launched, equipped and delivered to be able to carry out the following duties:
- (a) Conveying marine pilots to all types of ships calling the port.
 - (b) The pilot boat must be able to embark and disembarked the marine pilot from a vessel making minimum 14 knots
 - (c) Operation as a search and rescue vessel.
 - (d) Working outside of harbour under worst weather conditions.

Builders are to take special care of meeting these different tasks.

A high degree of safety, ship handling ability and manoeuvrability is required at all times.

1.3 CLASSIFICATION SOCIETY

The Self-righting Pilot boat shall be built in accordance with the very best shipbuilding practice under Lloyd's Registry of Shipping Special Survey Class +100A.I. + L.M.C. UMS. This is the preferred Classification Society. Tenderers may however nominate an alternate classification society, stating their reasons for doing so, which may then be considered by Namport.

- 1.3.1 All equipment shall be suitable for marine operation in a tropical climate in which the maximum ambient temperature of 45°C and relative humidity of 95%, occur, and sea temperature of 34 degrees C.
- 1.3.2 All equipment is to function satisfactorily under such conditions of vibration and shock as will be experienced in the course of the pilot boat duties.

-
- 1.3.3 All equipment shall be suitably treated for use in a tropical climate, where the moist saline atmosphere has a highly corrosive effect

1.4 NAMIBIAN DEPARTMENT OF TRANSPORT-DIRECTORATE MARITIME AFFAIRS

The pilot boat and its equipment is to meet all the Namibian Department of Transport - Directorate Maritime Affairs requirements for a Class VI vessel and be in accordance with the latest regulations of this Directorate and the Classification Society, besides meeting the governing requirements and standards of various other statutory and international bodies insofar as they relate to accommodation, lights, lifesaving appliances, radio regulations, electrical installation, noise levels, pollution etc.

1.5 RULES AND REGULATIONS

The following regulations and standards apply, inter alia, amongst others to this specification:

- 1.5.1 The requirements of the Namibian Department of Transport - Directorate Maritime Affairs
- 1.5.2 Lloyd's register of Shipping or Classification agreed by Namport
- 1.5.3 Regulations governing the construction of ships
- 1.5.4 Life-saving equipment regulations
- 1.5.5 Merchant shipping radio regulations
- 1.5.6 Safety of navigation regulations
- 1.5.7 Rules for electrical equipment - Lloyd's register of Shipping.
- 1.5.8 The relevant standards issued by the Namibian Standards Institution and/or South African Bureau of Standards and/or the British Standards Institution, in the case of any equipment not covered by the preceding regulations. Tenderers are at liberty to submit alternate internationally recognized marine standards which may then be considered for acceptance by Namport.

1.6. CONTRACTOR TO ADVISE NAMIBIAN DEPARTMENT MARITIME AFFAIRS

It will be the responsibility of the Contractor to advise the Namibian Department of Transport - Directorate Maritime Affairs of the intention to build the vessel. The requirements of the Department should be established at the tendering stage.

1.6.1 On the successful completion of owner's trials and acceptance of the pilot boat by Namport, it is to be registered at the Namibian Department of Transport-Directorate Maritime affairs with Walvis Bay as its port of registry

1.6.2 Tenderer's are to provide written evidence that a memorandum of understanding exists between the Namibian Ministry of Works and Transport- Directorate Maritime affairs and the classification society in supporting clause 0.3 enabling that Classification Society to issue statutory certificates and approvals on behalf of the Directorate of Maritime affairs, as an example tonnage certificate, fire plan approval of stability booklet etc. on behalf of the Directorate and other certificates as may be stipulated in the memorandum of understanding, Tenders from Builders without this evidence for vessel building of this type of vessel will not be considered.

1.7 DIRECTORATE MARITIME AFFAIRS OF INTENTION TO BUILD TUG

All costs in connection with certificates, registrations, surveys, Namibian Department of Transport-Directorate Maritime affairs and the Classification Society, are to be borne by the Contractor. Three copies of test certificates for machinery and equipment are to be supplied, one original and two copies.

1.8 METRIC STANDARD

Metric standards are to be used throughout for construction and drawings. All gauges are to be graduated in S.I. units.

1.9 PILOT BOAT BUILDING SPECIALISTS

Tenders from Builders who are inexperienced in specialised vessel building of this type of vessel will not be considered. Tenderers are to provide a list of minimum **THREE Self-righting Pilot boat** handed over, during the last 4-year period immediately preceding date of the tender. This list also to include Yard Numbers and Owners

1.10 FULL DETAILS AND DRAWINGS

Tenderers must submit full details and outline drawings of their proposals when tendering. The outline drawings are to include a general arrangement profile, midship section, plan and end on views from forward and aft.

Full particulars of all machinery and equipment are also to be furnished and data sheets completed in all respects. Failure to comply with this requirement may result in the tenderer's offer being disqualified.

1.11 LAYOUT OF TENDERS

Tenders are to be compiled in the same sequence of numbered paragraphs, clause by clause, as the Namport specification. Any deviations from the specification are to be noted and the reasons therefore clearly stated. Failure to comply with this clause will result in the tender being disqualified. A general statement of compliance will not be accepted.

1.12 DETAILS OF DRAWING SUBMISSION

The Contractor shall arrange to submit the first of the working drawings within three months of the award of the contract to allow Namport's Port Captain to approve these before the fourth month following the contract date, so that construction may commence about one month after the award of the contract.

To enable the construction to proceed uninterruptedly, subsequent working drawings are to be submitted systematically and in sufficient time to permit full scrutiny, approval and return to the Contractor.

Two prints of each detailed working drawing duly approved by the Classification Society, where necessary, are to be supplied. The prints are to be dated, and signature obtained on delivery. One print will be retained by the Port Captain, and one signed print will be returned to the Contractor when approved.

To facilitate checking, arrangement drawings must be submitted with or before detailed working drawings.

1.13 DETAILS OF DRAWINGS TO BE PROVIDED

In addition to the drawings mentioned above, the Contractor shall supply one set of CAD files of all drawings in Auto CAD or compatible format, and two sets of paper prints of all general arrangement and working drawings. They are to show full details of the vessel and all machinery and equipment as actually constructed.

1.13.1 The drawings are to include the following:

1.13.1.1 Safety Plan

1.13.1.2 Docking Plan, Shell Expansion, Lines Plan, Hydrostatic Curves and Stability Data.

1.13.1.3 Displacement Data, Tank Capacities, Trials Data, Pumping and Piping diagrams;

1.13.1.4 Electrical wiring and schematic diagrams including a complete schematic diagram of each system or item of control equipment. And Safety Plan.

1.13.1.5 In addition, a copy of the bilge and ballast piping plan and of the calibrated capacities of the bunker, fresh water and ballast tanks, each to a suitable scale, are to be framed and hung in a convenient position on the vessel.

All lettering and figures on drawings shall be easily legible. The wording shall be in English and all dimensions shall be in metric units. General arrangement profile and plan drawings are to be to a scale of 1:50 and midship section to scale of 1:25. All drawings must conform in size to S.A.B.S. 822 with AO trimmed size being used as far as is practicable. A title block 125mm x 125mm is to be provided in the lower right hand corner. Details of the title block requirements will be supplied to the Contractor.

1.14 MANUALS

- 1.14.1 The Contractor shall supply two copies each of Maker's Workshop Operating and Maintenance manuals and Spare parts catalogues for all diesel engines, machinery and other equipment installed in the vessel.
- 1.14.2 The Contractor shall supply two copies of a schedule of all lamps, stating the type, cap, wattage and voltage.
- 1.14.3 Technical descriptions of radio and communications equipment shall include the following, the operation of individual circuits and also technical details, schematic and wiring diagrams, printed circuit board component layout, connectors, connections, component values and spare part numbers important voltage and current readings shall be indicated on the diagrams submitted.

All drawings and manuals are to be placed on the vessel, addressed to the Port Captain, Nampont at the time of delivery of the vessel and signed for on arrival.

1.15 CLASSIFICATION SPARES

Spares required by the Classification Society are to be included in the tender price and a detailed list of these spares is to be furnished.

1.16 INSPECTION FACILITIES

During construction the successful tenderer is to afford full inspection and **FREE** office facilities for Nampont's Port Captain or his delegate at all times. Production/progress meetings will be held between both parties, when appropriate or necessary with recorded signed minutes for records.

1.17 DELIVERY DATE

The tenderer is to state date of delivery of the vessel and time for construction, together with a bar chart of important milestones during construction.

1.18 CONTRACTOR'S RISK OF DELIVERY

The delivery is to be at the Contractor's risk, and to the Port of operation.

1.19 TENDERER'S RESPONSIBILITY

Notwithstanding any errors, omissions or inconsistencies in the specification or drawings, it will be the tenderer's responsibility to deliver the pilot boat complete in every respect, to Namport's satisfaction and meeting all requirements of the Namibian Department of Transport-Directorate Maritime affairs and those of the Classification Society . Should alterations or additions be necessary they must be stated in the clause by clause in the compliance.

1.20 COST TO BE BORNE BY CONTRACTOR

The cost of any work, material or equipment not covered by the specification or drawings, but considered necessary by the contractor for the satisfactory completion and operation of the pilot boat, is to be borne by the Contractor and included in his tender price. Details to be provided with tender submission.

1.21 OWNERS TRIALS

- (a) Prior to advising Namport that the pilot boat is ready for Owners trials at the Port of construction, the Contractor shall carry out his own trials (Contractors Trials) and be satisfied that the pilot boat fully meets the requirements of the specification and is complete in all respects. The tenderer is to state at which Port Owners trials are to be conducted.
- (b) Owners trials of the pilot boat and all its equipment (including manoeuvring, speed, ahead and astern and full trials) shall thereafter be carried out in the presence of the Port Captain or his delegate and other officers deputised by Namport for the purpose.
- (c) Namport will not accept delivery until such time as these trials have been satisfactorily completed.
- (d) The Contractor shall supply all crew and labour unless otherwise agreed upon, until the pilot boat has been accepted by Namport.

1.22 PENALTY CLAUSE

Tenderers must furnish a guarantee that the specified speed and bollard pull, both ahead and astern, will be obtained at the continuous rated power as well as the rated speed of the engines.

If the vessel does not attain:-

- (i) a minimum running speed of 30knots.
- (ii) a maximum running speed of 35knots.

Tenderers must furnish a guarantee that the specified speed both ahead and astern, will be obtained at the continuous rated power as well as the rated speed of the engines.

The following criteria will be tested during the Owners trials:

No.	Criteria	100% Pass	Minimum for Pass	Penalty	Failure
1	A minimum running speed	30 knots	28 knots	For every 1 knot below 28 knots. penalty of NAD 1 million will apply (28 knots being the minimum accepted)	Less than 27knots
2	A maximum running speed	35 knots	32 knots	For every 1 knot below 32 knots penalty of NAD 1 million will apply (32 knots being the minimum accepted)	Less than 31 knots

The penalties indicated above in the acceptance criterion will be deducted from payments due to the Contractor.

If the speed is less than that specified, Namport may, at their discretion, refuse acceptance of the pilot boat.

1.23 LATE DELIVERY

In the event of the Contractor failing to complete the pilot boat by the date stated in the contract, or by such extended date as may have been allowed, he shall pay to Namport for every calendar day beyond such date, as a penalty, a sum of NAD 1 million per calendar week or part thereof.

1.24 RADIOGRAPHIC EXAMINATIONS

Radiographic examination of welded seams as indicated by the Classification Society and the Port Captain or his delegate is to be carried out and assessed by an approved firm of specialists during construction phase.

1.25 LOCAL SUPPLY

All equipment used is to have local agents and freely available spares in Southern Africa when available. **Full details to be provided with tender submissions with relevant correspondences.**

1.25.1 Tenderers are to submit a list of local agents who are also capable of providing back up for the following items:

- All diesel Engines

-
- Jet Propulsion Units
 - Electrical equipment
 - Communications equipment
 - Pumps
 - Any other items considered necessary

1.26 LOCKER SPACE

All accommodation to be suitable to operate with a three-shift system as far as locker space is provided. 2 persons to be catered for per shift.

1.27 COMPLETION DEFINITION

The vessel shall be complete in all respects and made ready for sea in accordance with the specification, with the usual requirements for a first class ship of this size and type.

1.28 TENDER SUGGESTIONS

The Tenderer may, however, make any suggestions in his offer that may benefit the building and fitting of the vessel, which Namport may either accept or reject. **These must clearly be indicated as optional items in the financial bid.**

1.29 LATEST MODEL

All equipment offered must be of the latest model or design.

1.30 INSURANCE

It will be the Contractor's responsibility to arrange adequate insurance for any loss during the construction period and until acceptance of the vessel by Namport. Insurance required to be arranged by the contractor at his cost is detailed in the conditions of contract. Construction All Risk insurance shall be for the complete replacement value plus 10%. In addition to all insurances required the Contractor will also take out a marine transit insurance policy.

1.31 BRIDGE REQUIREMENT

The vessel is to have a spacious bridge layout that is suitable for one man operation. (On the back of the bridge to have six seats for the pilots).

1.32 PORT OF OPERATION

The ports of operation shall be Walvis Bay.

1.33 DEFECT REPAIRS

Tenders must give full details of how they intend to repair defects that occur within the 12 months guarantee period as Namport will not pay travel or accommodation expenses.

1.34 CONTINUING DEFECTS

Should there be continuous defects of certain equipment then the guarantee period of these items shall be 12 months from date of satisfactory rectification of the defect. Tenderers are to provide a specific letter confirming this clause.

1.35 CORROSION PROTECTION

Special care must be taken to ensure that corrosion does not result from differences in metals or electrical current of equipment installed in the hull.

1.36 BUILDING UNDER COVER

It must be stated if the vessel is to be built under cover as this could be an advantage to avert delays caused by weather and prevent corrosion.

1.37 FACTORY ACCEPTANCE TESTS

Factory acceptance tests of all major equipment may, if deemed desirable, be witnessed by the Port Captain before such equipment is dispatched to the builder's yard.

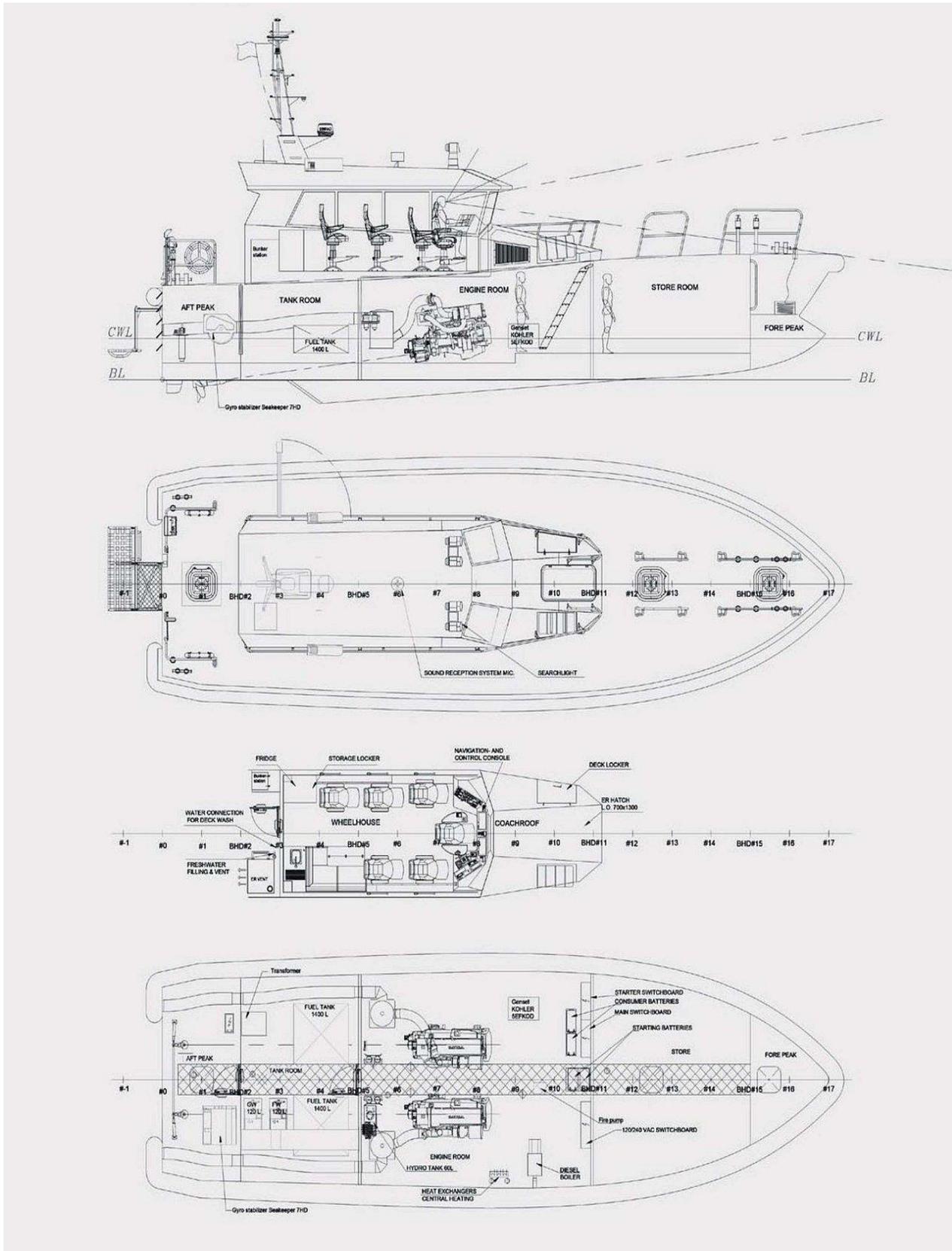
1.38 EQUIPMENT SUPPLY

No equipment will be supplied by Namport, but will be yard supply only.

1.39 CONCEPT DRAWING

This specification has a concept drawing attached of the pilot boat and how it is visualised the self-righting pilot boat may look, it is not intended as a design drawing.

However it should also be noted that besides the accommodation configuration shown the requirement also is for a spacious wheelhouse with an appreciable height above the main deck.



1.40 TESTS ON COMPLETION

With respect to clause 9 of the general conditions of contract, the following tests are specified in fulfilment of this contract requirement:

List of the relevant clauses in the specs above that must be met before the pilot boat can be handed over to Namport and final payment made.

- Evidence that all rules and regulations listed in clause 0.4 have been complied with 100%.
- Full registration on behalf of Namport (at the Contractor's cost) with the Namibian Ministry of Works and Transport: Directorate of Maritime Affairs.
- Submission of all drawings and documents referred to in clauses 0.13 and 0.14;
- All spares required under clause 0.15 is supplied;
- Passed all criteria for specified for Owners trials as specified in clauses 0.20 and 0.31, the latter of which gives the pass criteria;
- Submission of records showing 100% pass of the examination referred to in clause 0.33

1.41 TESTS AFTER COMPLETION

With respect to the clause 12 of the general conditions of contract, the following tests are in fulfilment of this contract requirement:

- Zero defects detected or remaining on the punch list, as dictated by Employer;

However is should also be noted that besides the accommodation configuration shown the requirement also is for a spacious wheelhouse with an appreciable height above the main deck.

NAMPORT

SECTION 2

GENERAL

2.1 GENERAL DESCRIPTION

- 2.1.1 The pilot boat is to be of the self-righting, high-performance with GRP (glass reinforced plastic) fibreglass twin chine, semi displacement design type, of all welded steel/aluminium construction; diesel powered and fitted with two waterjets model 362 propulsion units. The free running speed at the same engine power is to be not less than 32 knots and vessel be capable of operating at full power for approximately 500 nautical miles. The pilot boat must be able to continue operation under black out conditions for at least 1 hours.
- 2.1.2 Ergonomics have been carefully studied for optimum comfort and safety for all crew members. In the design we have taken into account the minimization of structural vibrations and noise in the steering position. The speed / consumption ratio has been optimized to improve its operation, offering very good autonomy and consumption. Complete cabin configuration with 360° vision.
- 2.1.3 **Manoeuvrability & Control.** Hamilton Waterjets which provide pilot boats with fast acceleration and outstanding control, important factors when operating alongside a ship during pilot transfer. Independent steering and reverse deflectors provide full directional control at all boat speeds including 'zero speed', which allows 360° 'on-the-spot' rotation and, with multiple waterjets, sideways movement. In particular, rotational and sideways control can be maintained at any forward speed, which gives unparalleled positioning control alongside a ship and allows Pilot transfers at vessel speeds in excess of 20 knots.
- 2.1.4 **Constant Direction of Rotation.** Because no reversal in shaft direction is required when transferring from ahead to astern, forceful manoeuvres at relatively high throttle openings can be undertaken without causing high stresses to the driveline. This results in extended periods between overhauls and longer life overall for engine, gearbox and driveline.
- 2.1.5 **Safety.** No exposed rudders or propellers make it safer for people in the water and reduce the risk of the boat heeling dangerously when sucked in beside a large ship.
- 2.1.6 **Smooth & Quiet.** Waterjets are free of vibration and very quiet, giving a smooth and comfortable ride to crews and pilots. This assists any communications and greatly reduces fatigue.
- 2.1.7 The vessel must have adequate structural strength to withstand the stresses generated by the service it will provide and must also meet the safety and stability requirements at sea to operate in bays, as well as offshore in sea conditions of 3 on the Beaufort scale.

2.2 DIMENSIONS AND MAIN CHARACTERISTICS

Length O.A.	13 to 18 m
Length B.P (approx.)	12 to 14 m
Breadth Moulded	4 to 6 m
Max. Draught	1m
Depth Moulded	2 m
Displacement	
Lightship - 24,000kg	
Fuel capacity – 2500L	
Propulsion power - 2 x 350 HP @ 2100rpm	
2 x Jet screw propulsion	
Engine - Caterpillar C18, Volvo and Scania	
Power Output - 873hp	
Operated by 2 crew only	
Crew capacity - 6 pax (marine pilots)	
Maximum speed (Diesel) - >35 knots; 32 knots (cruise)	
Hull type – Deep-V-hull aluminium monohull	
Autonomy (Diesel) - 180 Nm	
Self-righting if she capsizes	

It is considered that the above dimensions will meet the general provisions stated earlier but if in the opinion of the tenderer this is not so amended dimensions are to be submitted with the reasons there for. They are to be checked and accepted in writing by the propulsion manufacturer before being accepted.

2.3 TANK CAPACITIES

The following approximate figures apply:

Fuel oil	200 to 250 gallons
Fresh water	30 to 50 gallons

These capacities could be increased or reduced if required by the shipowner in the initial phase of the project and if speed stability conditions allow.

2.4 LINES

- 1.4.1 Optimum lines for above mentioned principal dimensions are to be used. They; should be supplied or approved by the propeller manufacturer and based on proven design in international operations.
- 1.4.2 The hull is to be bow shaped, round bilge and suitable for pilotage duties.

2.5 STABILITY

- 2.5.1 Stability to at least comply with the latest requirements but in any condition the positive metacentre height is to be as large as to provide for a stable platform. The heeling angle under such conditions should be kept to a minimum (static).
- 2.5.2 Stability must cater self-righting if the pilot boat capsizes.

2.6 TRIALS

2.6.1 PROGRAMME

Trials and tests carried out on board the vessel are to be in accordance with a programme prepared by the Shipbuilder and agreed to with the Owner.

On completion of trials a general survey is to be made of the vessel and defects which may have developed or any work found incomplete is to be corrected and made good by the Shipbuilder before delivery unless otherwise agreed with the Owner.

Three copies of all trial records are to be forwarded to the Owner.

2.6.2 MANUFACTURERS TRIAL

Main machinery items built to Classification requirements are to be shop tested, by manufacturers to the satisfaction of the Class Surveyor and Owners' representatives.

The Owner is to be informed of trial dates for main engine, propulsion units, etc., at least four weeks prior to tests.

2.6.3 YARD TESTING

A programme of testing is to be set out at an early stage of completion and agreed by the Owner whose representatives will attend with the representative of any other Authority concerned and with the Builders representative present.

Any unsatisfactory test is to be repeated, after correction of defects, to the satisfaction of the Owner and the other Authorities concerned.

All tanks, bunkers and main hull compartments are to be tested for tightness to Classification requirements, prior to launching the vessel.

toilet and washroom sink spaces are to have the decks hose tested before any floor coverings are laid.

Before testing, all tanks and bunkers are to be structurally complete, with all external pipe fittings and connections fitted.

Subject to the specific requirements of the Classification Society, no tank or compartment boundary welded connection is to be coated or painted until testing has been completed and the tank or compartment has been passed by the Owners' representative and/or Classification.

Confirmation of accepted tests is to be by signature of Owner/Authority representatives concerned.

2.6.4 QUAY TRIALS

Builders proposed standard quayside trials covering entire machinery and outfit installation are to be in accordance with the completion programme and agreed with the Owners.

Record of satisfactory completion of each part of the trial is to be kept by signature of Builders, Classification Society's and Owner representatives.

Engine Room and machinery are to be cleaned and free from any loose building materials, before testing takes place.

Quay trials are to be carried out to ensure correct performance of all equipment during which period propulsion machinery and all engine room auxiliary machinery, and control systems etc., are to be thoroughly tested.

All pipeline systems and associated valves and cocks to be fully tested. A complete check is to be made on all valve nameplates.

Before trials of main machinery are commenced, all auxiliary machinery is to have been previously tried out and proven to be in good working order.

After ensuring satisfactory alignment of main engine, propulsion unit, shafting etc., the main engines are to be tested under reduced power for a minimum of 3 hours.

Electrical with all lights burning, to run continuously when machinery operating at full power.

The necessary water and sanitary systems to be in continuous operation during trials, and each tap, water closet, shower etc. together with all fittings are to be operated and the specified pressure maintained on the system.

Lifesaving equipment is to be tested and demonstrated to the satisfaction of the Authorities.

All defects to be remedied by the Builder and re-tested to the satisfaction of Owner's representatives before sea trials and delivery of vessel.

2.6.5 SEA TRIALS

Sea trials are to be carried out in accordance with the Shipbuilders standard practice and to a programme of events approved by Classification and the Owner with the vessel ballasted to optimum propeller immersion and performance. The Builder is to prepare a trials condition at a working displacement which is to be submitted to the Owner for approval.

Sea trials are generally to comprise speed measurements over a measured distance, manoeuvring demonstrations and Classification testing of equipment.

During sea trials, the vessel is to be under the command of a Master nominated by the Builder, who is to supply the necessary crew.

The Builder is to arrange the catering and supply of all victuals and equipment for the duration of the Trials.

The compass is to be adjusted before sea trials.

- a) Speed trials carried out is to be in accordance with the latest "Code of Procedure for Measure Mile Trials". They are to consist of an agreed number of double runs on an approved distance course for a range of power settings, with details and accurate records taken.
- b) With the vessel under full headway and the engines running at full power revolutions, the propellers are to be reversed to full astern. The course, time and distance travelled for this manoeuvre is to be recorded.
- c) The vessel is to be run astern at full power for a minimum of 15 minutes.
- d) Full steering unit trials are to be carried out in accordance with the procedure required by the Classification Society as applicable.
- e) Propeller system manoeuvring is to be demonstrated to the satisfaction of Owners with times recorded for turning circles and sideways movement.
- f) Anchor trials are to be carried out in accordance with Classification requirements, times being recorded for heaving and lowering the anchor.
- g) Measurements of noise levels are to be taken during the endurance trials.

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- h) Full power endurance trial to the satisfaction of the Classification surveyor.
 - i) Blackout operation to be demonstrated for one hour. This trial is to be carried out without electrical power being supplied to the main switchboard. Proving control of all propulsion and manoeuvring systems, winch control, alarms and navigational equipment.

Upon completion of Sea Trials with vessel at the Quayside, an insitu examination is to be made of the main engine and gearbox as required by the Classification Surveyor. Components to be withdrawn for examination as mutually agreed necessary.

Lubricating oil samples are to be collected after trials by an approved oil supplier's representative for immediate analysis.

2.6.6 CLASSIFICATION TRIALS

Whilst on sea trials the following Classification tests are to be carried out to the satisfaction of the Surveyor.

- a) Steering
- b) Astern running - minimum 15 minutes at full power
- c) Crash stop - full power
- d) Stop and start M.E. after sea trial
- e) Anchor lowering and raising
- f) Continuous full power (Duration to be agreed on))

2.6.7 TRIAL FEES

Shipbuilder to pay all fees, and supply trials crew, fuel, lubricating oil, fresh water and provisions for the duration of the trials.

Upon final handing over in Walvis Bay, the Shipbuilder is to be credited with all fuel, lubricating and hydraulic oil, etc., remaining on board in storage tanks and drums. Tanks to be sounded in presence of Owners' representative.

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SECTION 3

HULL

3.1 SCANTLINGS

Hull scantlings, i.e. thickness of plating/ GRP fibreglass, framing, stringers, floors and keelsons are to be in accordance with Classification Society requirements. Grade A steelwork or equivalent. Continuous centre girder and profiles – GRP fibreglass to be used as far as practical.

3.2 STEM

The stem is to be raked and well rounded, with sufficient stiffeners.

3.3 FRAMING

3.4.1. The framing is to be transverse of bulb plate or angle bar toe welded to plating.

3.4.2. At least four deep web frames are to be fitted along each side according to machinery disposition and as decided upon by the Classification Society.

3.4.3 All ship's side frames, deck beams, beam knees, floors, bulkheads, bulkhead stiffeners, ship side bulkhead margins and machinery seatings, are to be attached in accordance with class specifications.

3.4 SHELL PLATING

All longitudinal and vertical seams are to be butt welded to form a flush surface. The structure of the vessel will be longitudinal type in the bottom and hull sides and transverse type on the deck, consisting of longitudinals, transverse and longitudinal bulkheads, girders and beams.

3.5 MAIN DECK

3.5.1. Hull and deck material – Aluminium/GRP fibreglass

3.5.2 All corners of openings are to be well radiuses.

3.5.3. The structure will be calculated and built according with the Lloyd's "Special Service Craft" regulations or according to a similar IACS Classification Society. In the bow area and on the sides of the cabin, at the most appropriate height for each location, an aluminium railing will be installed. Likewise, in the stern area, aluminium handrails and railings will be installed, integrating with the ventilation trunks of the engine room and lockers.

3.6 WATERTIGHT BULKHEADS

Watertight bulkheads are to be fitted as required by the classification Society and the Namibian Department of Transport-Directorate Maritime affairs

3.7 FENDERS

2.11.1 Tenderers are to quote for fitting a D fender inbuild all around the pilot boat.

3.8 FORE PEAK

The fore peak extends aft of the bow and is a void space provided with a sole and capable of being used as a storage area. There is full access to all fittings and the area is flow coated. The area is accessed from the forecabin via a watertight door in the b/head. and from the deck via ladder and a Hercules aluminium deck hatch.

3.9 CHAIN LOCKER

The anchor, chain and warp is stored in a recessed anchor locker accessed from the deck. A chain locker of ample size is to be fitted forward and arranged for self-stowing of cable. The locker is to be easily accessible, fitted with portable false floors and suitable drainage arrangements. Half round bars are to be fitted as stiffeners within the locker. The end of the cable is to be secured by an approved cable clench, with quick release.

2.13.1 A sounding pipe is to be provided.

3.10 TANKS

3.10.1 TANKS - GENERAL

3.10.1.1 All bottoms are to be of sufficient height to allow ease of movement of personnel inside when cleaning tanks.

3.10.1.2 All air vents, sounding and filling pipes are to be fitted in accordance with the regulations. Flush deck sounding and filling pipes are to be fitted with caps recessed to accept a key standard to general marine practice (Design to be approved)

3.10.1.3 Each tank listed is to have at least two manholes to all for ventilation when tanks are cleaned.

3.10.1.3.1 The following is a list of the tanks:

- a) Fuel Tanks
- d) Fresh Water Tanks

3.10.1.4 All other tanks are to have at least one access manhole.

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- 3.10.1.5 Suitable and adequate steps are to be provided to facilitate entry into tanks.
 - 3.10.1.6 Manholes are to be situated clear of piping and other objects which may obstruct free access.
 - 3.10.1.7 Where practical, manholes are to have toe welded angle bar coamings with bolted watertight covers or class standards. Studs and nuts to be provided as fasteners.
 - 3.10.1.8 All screw fittings must be well lubricated before installation.

3.11 FUEL TANKS

Fuel tanks, with a combined capacity of approximately 170 gallons are to be fitted, with contents of tank to be indicated by means of calibrated gauges.
Tank top to be so designed so as not to accumulate water.

- 3.11.1 Sounding tables to have trim calculation ability.

3.12 FRESH WATER TANKS

- 3.12.1 A divided double bottom tank is to be provided for carrying fresh water. The combined capacity of these tanks is to be approximately 20 gallons.
- 3.12.2 The ballast tanks may be used to transport fresh water and a suitable blanked connection to the fresh water transfer pump is to be provided.

3.13 DRAIN PLUGS

- 3.13.1 All tanks and compartments are to be fitted with brass or stainless steel drain plugs, for draining purposes when the vessel is dry docked.
- 3.13.2 The heads of plugs for oil tanks are to differ from those for water tanks to facilitate identification. (Square for water, hexagon for fuel, foam and detergent.
- 3.13.3 Suitable spanners are to be provided for the removal of the plugs. The spanners are to be stamped "water" or "oil".
- 3.13.4 Shell plating to be marked to indicate contents, i.e. F.O.

3.14 LADDERS, HANDRAILS AND STANCHIONS

- 3.14.1 All necessary ladders, handrails and stanchions are to be fitted. including in the cross alleyway and alleyway to the engine room.

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- 3.14.2 All ladders, handrails and stanchions of steel to be stainless steel
- 3.14.3 Vertical ladders in holds and tanks are to be constructed of flat bar with square bar rungs welded in a position, to enable maximum space to be used.
- 3.14.4 Exposed companion ladders on deck and for engine room access are to be fabricated in stainless steel with non-slip treads.
- 3.14.5 Stairs in accommodation to be fitted with non skid treads, and hand rails.
- 3.14.6 Handrails and stanchions in way of the compass are to be of brass or other approved non-magnetic alloy. Handrails in the machinery spaces are to be of the Modular type or similar of stainless steel construction. See also Section 3.15.2.

3.15 MOORING AND ANCHOR EQUIPMENTS

- 3.15.1 One stockless anchor with approved stud link cable is to be fitted forward, as determined by Classification Society and Namibian Department of Transport – Directorate Maritime Affairs. A spare anchor is to be stowed in an accessible position for use
- 3.15.2 The cable is to be 1,5mm greater in diameter than the Classification Society requirements.
- 3.15.3 Length of cable must be and in accordance with the Namibian Department of Transport – Directorate Maritime Affairs or six shackles minimum whichever is the greater.
- 3.15.4 The anchoring equipment shall consist of the following elements:
- Kg HPP anchor
 - A chain of 8 mm diameter
 - A 20 mm diameter and 46 m length rope
 - Two mooring lines of 55 m long
 - A towing eye on the stem
 - A towing rope with a strength of 27.7 kN and a length of 70 m
 - Four aluminum bits and one towing point (aft)
 - Two boat hooks
 - A mooring rope with a strength of 21.5 kN and at least 45 m length

3.16 MAST

- 3.16.1 The mast is to be of steel/aluminium and is to be of sufficient strength to avoid vibration and to carry all radio and navigational equipment. It shall be mounted on the bridge top, by means of flanges to allow for removal if damaged.

3.16.2 All necessary fittings and signal halyards are to be supplied and fitted.

3.17 AIR WHISTLE

An approved, efficient air operated whistle ("Stephone" or similar) is to be fitted in the most suitable position and able to be operated manually and electrically from within the bridge.

3.18 NAVIGATION SIGNAL LIGHTS

A full set of electric mast head lights, side lights, anchor lights and stern signal lights with switches and tell tales on the bridge, are to be provided. In addition one complete set of stand-by lights for use in an emergency, meeting the requirements of the Namibian Department of Transport – Directorate Maritime affairs, are to be provided, or double filament lamps to be used. Any other signal lights required by the Namibian Department of Transport – Directorate Maritime affairs are also to be provided.

3.19 LIFE SAVING EQUIPMENT

3.19.1 Life saving equipment conforming to the Namibian Department of Transport – Directorate Maritime affairs, requirements for a crew of six men for this class of vessel is to be supplied and fitted. Same must comply with the latest Statutory Bodies and Solas requirements. (This is to include life rafts, life jackets and life buoys). Details and make to be submitted with compliance.

3.20 MAN OVERBOARD EQUIPMENT

3.20.1 The MOB recovery system comprises a frame fitted to the vessels transom. A platform folds back into the transom, and hinges aft to horizontal. The platform runs on rollers and can move from deck level down to 400mm below the waterline. It is raised by means of twin hydraulic cylinders operated locally or from the helm position by switches.

3.20.2 A back up self tailing winch fitted to the support frame. The platform is locked in place in its folded position by a S/S locking mechanism. The system has a SWL of 200kg. It can also be used to recover flotsam & debris. A propeller guard is incorporated to prevent a casualty becoming injured by the propellers, this guard lowers to 1m below the waterline.

3.20.3 A transom door is incorporated to enclose the aft deck, and is opened for access to the MOB recovery platform. A hook is fitted on the system to allow the crew member to clip himself on. A Mate saver is supplied and secured for quick operation at the MOB station. An access ladder on the transom enables an operative to access the platform when lowered.

3.21 NAME AND NAMEPLATES

3.21.1 The name of the vessel is to be formed from letters of suitable size cut from aluminium/steel plate and welded to each bow. The name of the vessel and port of registry, in similar letters, is to be fitted on the stern.

3.21.1.1 All compartments, valves, controls and alarms are to be suitably labelled in English together with notices required by the Namibian Department of Transport – Directorate Maritime Affairs.

3.21.1.2 Hand operated valves and controls and in any other positions where they may be vulnerable, the nameplates are to be made of Traffolite material, or brass.

3.22 PROTECTION OF HULL AND SALT WATER PIPES

3.22.1 The cathodic protection designed for the ship bottom will ensure that the operating life of the anodes will never be less than 2 years under sea water temperature between 12°C and 25°C.

3.22.2 The ship will be equipped with sufficient zinc anodes for corrosion protection. A galvanic corrosion monitoring system will also be installed. The exterior of the hull and cabin is painted with high quality marine paints in accordance with environmental conditions. Antifouling will be applied to a line 100mm above the maximum waterline. In addition, the entire deck is finished with nonslip finish. The word PILOT logo must be written on the superstructure, on the starboard and port sides, with minimum dimensions of 45 cm high and 15 cm wide. Internationally recognized brands with certified paint shall be used (Hempel, International or Jotun). The shipyard shall provide the client with a document issued by the paint manufacturer in accordance with the paint scheme used according to the following model:

PAINTING TYPE	FEATURES
FIRST LAYER	CERTIFIED PRIMER
SECOND LAYER	CERTIFIED SEA PAINT
THIRD LAYER	CERTIFIED SEA PAINT
FOURTH LAYER under water	CERTIFIED ANTIFOULING MARINE PAINT
FOURTH LAYER on the float	CERTIFIED MARINE PAINTING according to the paint scheme supplied by the customer

3.23 DECK EQUIPMENT AND TOOLS

The following are to be supplied and suitably fitted/ stowed.

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- 3.23.1 One high pressure industrial cleaner to be fitted and piped in on aft deck bulk head with min length of hose 30 m. To be placed in stainless steel cabinet.
- 3.23.2 Two boat hooks
One grease gun for each type of grease nipple fitted
Three 60W 32V lead lamps complete with 10m cab tyre cable and plug top.
One aluminium gangway 75mm x 4 m with MAN ropes for handling ashore and stowage on board. (Tenderer is to submit a proposal drawing of the gangway at an early stage)
- 3.23.3 Tenderer may submit an alternate list in the compliance, should they wish to do so.
- 3.23.4 All tools to be engraved” PILOT.”

3.24 INSULATION

- 3.24.1 The following areas are to have deck head insulation:
- (a) Engine room
 - (b) Forepeak.
 - (c) Accommodation

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SECTION 4

ACCOMMODATION

4.1 GENERAL

4.1.1 Two versions are offered: Pilot, which features f/wd positioned engines and Pilot / Patrol which features mid mounted engines a full live aboard facilities for up to four crew. The accommodation is to be arranged for the most ergonomic use of space provided. It is to be constructed to modern standards of best quality material and the layout and materials are to facilitate cleaning, and to be flame resistant.

4.1.1.1 All panels making up bulkheads and deck heads to be removable for ease of future access behind and renewal. To be constructed using approved marine standards.

4.1.2 All accommodation spaces are to be insulated against heat, cold and noise in the most modern and efficient manner. Deck head to be sufficient to accommodate personnel 1,9m tall.

Noise levels shall comply with IMO code of noise levels on board small ships, resolution A486 (X11) or as amended.

Particular attention is to be given to the elimination of noise and the following levels must not be exceeded when vessel at full power:

- (i) Wheelhouse - 50 dB (A)
- (ii) Accommodation - 60 dB (A)
- (iii) Machinery Monitor Room - 85 dB (A)

4.1.3 All internal doors, door frames and furniture are to be constructed of Kiaat, A fromosia or best quality Marine ply. Panelite faced marine ply with suitable edge trim, is to be used for desk tops and table tops. Approved hardwood or pressed stainless steel will also be considered.

All hardware, including hinges and locks, is to be of best quality chromium plated brass.

All cupboards and drawers to be provided with locks. No iron screws or fastening to be used anywhere.

4.1.4 All steel bulkheads and deck heads in accommodation are to be lined with similar fire retardant board faced with "Panelite" or fire retardant material. All non-steel division bulkheads in accommodation are to be at least 18mm in thickness and of similar material. The edges of boards are to be protected against the ingress of water, and all panels are to be removable for maintenance.

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- 4.1.5 All external doors opening on to the main deck shall be of the steel/aluminium water-tight type. Aluminium/Steel doors to be provided with bolts to lock from inside. Only main deck starboard door to have padlock fitted outside.
- 4.1.6 All porthole and window fittings are to be of non-oxidising material (stainless steel) and glass to be armour plated. Suitable deflectors (eyebrows) are to be fitted. Where practicable portholes are to be at least 350mm, and open holding device to be on the inside. All portholes to be angled by 7 degrees to allow run off of water.
- 4.1.7 All chairs and settees to be upholstered with flame resistant material and covered with heavy duty P.V.C cloth Alternative proposal in keeping with the class of the vessel will be considered. All furniture to be functional and of good appearance with good cabinet makers finish.
- 4.1.8 Floors in accommodation, engine room, wheelhouse and internal alleyways are to be covered with 20mm "DEK290" or equivalent deck composition. The edges are to be curved up 75mm and made watertight floor covering to be as shown on layout drawings.
- 4.1.9 All wash basins are to be vitreous enamelled of best quality. Details of types and sizes must be submitted for approval.
- 4.1.10 All taps are to be of the delayed selfclosing type. All taps are to be of chromium plated brass, and all domestic piping to be made of copper.
- 4.1.11 Shower is to be fitted with chromium plated brass mixing valve.
- 4.1.12 Shower, wash basins and galley sink are to be provided with hot and cold running fresh water.
- 4.1.13 Toilet are to be vitreous enamel of best quality complete with flushing cisterns.
- 4.1.13 **Drainage**
- 4.1.13.1 Drainage from shower, wash basin and sink and discharges from toilet must be led to the waste tank for the sewage unit. Sewage units can accept waste direct if drainage level is correct. Holding tanks will then not be required.
- 4.1.13.2 A drain is to be arranged in the galley deck and led overboard in an approved manner.
- 4.1.13.3 Pipe bends are to be fitted with access covers to facilitate cleaning of choked pipes.
- 4.1.13.4 All necessary non-return valves and storm valves are to be fitted.

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- 4.1.14 All shower cubicles are to be fitted with wooden, plastic or fibreglass gratings and shower doors.
 - 4.1.15 All accommodation and engine control room are to be air conditioned.
 - 4.1.16 Mechanical ventilation is to be provided in all accommodation spaces, engine room and void space below wheelhouse.

4.2 ENTRANCES TO ACCOMMODATION

- 4.2.1 Two versions are offered: Pilot, which features f/wd positioned engines and Pilot / Patrol which features mid mounted engines a full live aboard facilities for up to four crew.
- 4.2.2 Entrance to the wheelhouse is to be via an internal ladder from the boat deck and accommodation. Emergency horizontal sliding opening windows on the bridge are to be fitted one port side, one starboard side. Windows above emergency escape are also to be made to open, by sliding method and large enough to get through. All windows must be able to lock from the inside.
- 4.2.3 Entrance to the engine room is to be via a gas-tight /aluminium/steel door from the cross alleyway, as well as an escape hatch on the fore deck or via the rope store.

4.3 FORE PEAK

The fore peak extends aft of the bow and is a void space provided with a sole and capable of being used as a storage area. There is full access to all fittings and the area is flow coated. The area is accessed from the fore cabin via a watertight door in the b/head and from the deck via ladder and a Hercules aluminium deck hatch. The anchor, chain and warp is stored in a recessed anchor locker accessed from the deck.

4.4 FORWARD ACCOMMODATION (Pilot – Patrol version)

A large, spacious accommodation area extends between the fore peak and the f/wd engine room bulkhead and offer full live aboard facilities and space for her crew should this be a requirement. This area provides a full galley with a sink and pressurised water, a 240 v mains outlet for a microwave and a kettle are fitted. Lockers provide storage space. A spacious dinette area for 6 persons is provided opposite with a table between. To port are two bunk berths.

4.5 HEADS COMPARTMENT

A separate heads compartment on the starboard side is accessed from the forward accommodation and is fitted with a electric sea toilet, with overboard discharge. A sink with fresh water tap. A basic storage area is provided here. The compartment is flow coated white with access to all hull fittings (fender bolts)

4.6 WHEELHOUSE

The crew compartment f/wd contains a central helm position which facilitates ease of coming alongside on either port or starboard. A GRP helm console fitted with a horizontal steering wheel (bus / lifeboat style) with a recessed foot rest allowing comfortable posture when steering. The engine controls fall easily to hand. All engine instrumentation and navigational equipment is easily viewed and easily operated. The wheel house windows are aft slopping to minimise pressure loadings on the glass are when impacted from large breaking seas. The helm position is fitted with a CAB 580 Series hydraulic damped and sprung helm set on a pedestal. Adjustable for height and fore and aft adjustment. A navigators position is positioned to starboard and a crew position is positioned to port, both with suspension seating.

The Pilot / passenger area is fitted with 10-12 CAB 580 Series shock mitigating pilot seats (depending on requirements for the amount of pilots the port needs to carry) on GRP Pedestals with footrests. There is in addition (depending on seating requirements the option of a U shaped settee and table at the aft of the cabin and work top opposite with storage lockers underneath. The cabin sole is of Teak and holly sole providing a luxurious environment.

4.7 CABINS

- 4.7.1 The cabin is built from the same material as the hull. The layout of this space is optimized to achieve the best operating conditions of the boat by the crew. The cabin has ergonomic suspension seats for both the pilot and the crew members. The cabin will be glazed throughout with high-quality marine tempered glass, thus achieving a 360° view from the skipper's position. This space will have marine-quality finish. All sides, roofs and bulkheads of the wheelhouse that are exposed to the elements will be insulated and the insulation will be secured by means of spikes and washers welded to the aluminium structure. Acoustic and fireproof insulation will be installed in the engine room if necessary. A space will be available in the bow below deck for a head and a messing area .

4.8 WASH PLACE

- 4.8.1 Cabin is to be provided with its own wash place.

4.9 TOILET

- 4.9.1 Common toilet

4.10 LOCKERS

The following built-in lockers are to be provided:

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- 4.10.1 Galley stores.
 - 4.10.2 Engineer's stores.
 - 4.10.3 Stocked medical box to be supplied. (must be lockable and labelled).
 - 4.10.4 Deck stores to have built in locker.
 - 4.10.5 Locker space to store portable cutting gear.
 - 4.10.6 All lockers to be fitted with an adequate number of shelves.
 - 4.10.7 lockers are to be provided for crew to lock away working gear.

4.11 BATTERY LOCKER

- 4.11.1 Batteries are to be fitted outside the void space on the boat deck in a ventilated G.R.P. box with stainless steel hinged lid.
- 4.11.2 It is to satisfy all requirements of Class and Namibian Department of Transport-Directorate Maritime affairs.
- 4.11.3 Particular attention is to be given to adequate mechanical and natural ventilation of the compartment.

4.12 BRIDGE DECK AND WHEELHOUSE

- 4.12.1 The arrangement of the bridge deck and wheelhouse is to generally be up to the latest standards of wheelhouse design worldwide, but a mock up or proven design to be viewed before approval is made. It is to be of adequate dimensions to permit free movement inside.
 - 4.12.1.1 The wheelhouse is to be designed for operation in port by the tug master assisted by the Chief Engineer. All navigational controls and instruments are to be accessible from the operating positions.
 - 4.12.1.2 Special attention must be given to the provision of good all round visibility from the wheelhouse as well as storm grab rails.
- 4.12.2 The wheelhouse is to be totally enclosed and suitably insulated and is to cover the entire floor area of the void space below. (See clause 3.1.2).
- 4.12.3 Windows are to be arranged all-round the wheelhouse. All windows are to be watertight type with shatterproof plate glass.

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- 4.12.3.1 The wheelhouse windows are to be as large as possible, and windows inclined at an angle of about 15°.
 - 4.12.3.2 The centre and wing windows on the wheelhouse front and rear are to be fitted with straight line wipers with 4 intermittent speed settings. Wipers to be Wynn or similar.
 - 4.12.3.3 The wheelhouse windows are to be fixed except for four which can be opened, two for escape purposes.
 - 4.12.3.4 Wiper controls to be mounted in deck head panel above winch controls.
 - 4.12.3.5 Electronic installations to be mounted from deck head, with a service door to allow for repairs.
 - 4.12.3.6 All forward and after windows fitted with straight line wipers are to be provided with fresh water jet wash service, controlled from inside the wheelhouse.
 - 4.12.3.7 In addition to the windows already described, fixed tinted eyebrow windows are to be fitted aft half and aft of the wheelhouse on the angled upper section.
- 4.12.4 All communication equipment and alarms are to be situated in an easily accessible console suspended from the bridge deck head and an opening bottom hinged door to facilitate repairs or maintenance. Details to be submitted when tendering.
 - 4.12.5 The wheelhouse deck is to be flush as far as practicable and covered with "treadmaster" composition.

4.13 WHEELHOUSE CONTROLS AND EQUIPMENT

- 4.13.1 The crew compartment f/wd contains a central helm position which facilitates ease of coming alongside on either port or starboard. A GRP helm console fitted with a horizontal steering wheel (bus / lifeboat style) with a recessed foot rest allowing comfortable posture when steering.
- 4.13.2 The engine controls fall easily to hand. All engine instrumentation and navigational equipment is easily viewed and easily operated. The wheel house windows are aft slopping to minimise pressure loadings on the glass are when impacted from large breaking seas. The helm position is fitted with a CAB 580 Series hydraulic damped and sprung helm set on a pedestal.
- 4.13.3 Adjustable for height and fore and aft adjustment. A navigators position is positioned to starboard and a crew position is positioned to port, both with suspension seating.

4.13.4 The Pilot / passenger area is fitted with 10-12 CAB 580 Series shock mitigating pilot seats (depending on requirements for the amount of pilots the port needs to carry) on GRP Pedestals with footrests.

4.13.5 There is in addition (depending on seating requirements the option of a U shaped settee and table at the aft of the cabin and work top opposite with storage lockers underneath. The cabin sole is of Teak and holly sole providing a luxurious environment.

4.13.6 Full height windows in forward, aft and on the quarters of wheelhouse to be provided.

Two sliding windows on each side of wheelhouse to be split with the bottom opening to provide an emergency escape from the bridge. Ladder of dog runs to be provided port and starboard. Closing system to be as simple as possible, but water tightness is to be of prime importance.

Eyebrow windows to be provided where necessary around after half of wheelhouse.

Good all round visibility is essential and all fittings on bridge deck to be arranged to give maximum view in all directions.

4.13.7 Necessary equipment for a limited period unmanned engine room to be provided on bridge start facilities from bridge, for either main or auxiliary engines.

4.13.7.1 Equipment to include all necessary engine alarms. The main alarm data recording device is to be fitted in the machinery control room. Bridge alarms to be kept to a practicable minimum.

4.13.7.2 Main engine emergency control stops.

4.13.7.3 General alarm button.

4.13.7.4 Main engine tachometers.

4.13.7.5 Talk-back system.

4.13.7.6 Marine type telephone to communicate with the machinery control room.

4.13.7.7 Switches for searchlights, deck lights and floodlights

4.13.8 The boat is equipped with radio communication and navigation equipment suitable for this type of vessel:

(a) GPSMAP 1623XSV. 16 " display . GARMIN / FURUNO or similar.

- (b) Radar antenna 18 FANTON. GARMIN / FURUNO or similar.
- (c) VHF 1151 black with DSC D-class watertight and with integrated GPS .
- (d) Portable VHF.
- (e) AIS.
- (f) Multi-channel marine HF and dual PA system, allowing 1xHF messages from the deck and bridge.
- (g) VHF antenna Shakespeare.
- (h) Radio beacon GME MT603FG.
- (i) Echo-sounder.
- (j) Navigation lights AQUA SIGNAL 34 LED.
- (k) Remote controlled searchlight.
- (l) VHF Marine radios x 2
- (m) Whistle.
- (n) Binoculars and barometer.
- (o) A navigation light panel conveniently positioned and containing the necessary switches and tell-tales which are clearly labelled. Panel to be fitted to overhead console.

4.13.9 Compasses

- 4.13.9.1 A satellite compass capable of being seen from control unit position.
- 4.13.9.2 A magnetic Compass fitted on Monkey Island. In addition, if required, by the Namibian Department of Transport-Directorate Maritime affairs or classification society a spare compass is also to be supplied and suitably stowed.
- 4.13.10 Extra Main Engine tachometers port and starboard, so placed as to be easily visible from the driving position when facing aft. To be mounted above aft bridge windows.
- 4.13.11 Wind speed indicator mounted in a convenient position in the wheelhouse.
- 4.13.12 The following additional items are to be supplied and suitably stowed on the bridge.
 - (i) One complete set of International code flags and flag locker.
 - (ii) One Namibian Ensign
 - (iii) Charts as required by the Namibian Department of Transport-Directorate Maritime affairs (See also Clause 9.4.1.2 for details of ECDIS electronic charts)
 - (iv) 2 x Lifebuoys with automatic light, 27.5m floating line and floating smoke signal.
 - (v) 2 x Lifebuoys with floating line

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- (vi) Man overboard rescue net Jason Cradle or Markus Net type. Allows to bring onboard an unconscious man by rotating him into a horizontal position.
 - (vii) 8 x 150 N inflatable life jackets (manual and automatic), with light, whistle and personal radio beacon 121.5 MHz (with manual and automatic activation).
 - (viii) 10 x Rigid life jackets.
 - (ix) 12 x Rockets with red light and parachute.(To be supplied at destination)
 - (x) 6 x Flares (To be supplied at destination)
 - (xi) 3 x Floating smoke signals (one of them attached to the above mentioned lifebuoy).
 - (xii) First aid kit with rigid stretcher and type C first aid kit.

For details of electrical requirements for bridge controls and equipment, see electrical section 6 of this specification.

For details of Communication equipment requirements see Communications section 9 of this Specification.

- 4.13.13 A plan of the proposed wheelhouse arrangement is to be submitted for approval. An indication of the arcs of visibility from the control position is to be shown
- 4.13.14 Book shelf.
- 4.13.15 Rack for drinking mugs
- 4.13.16 Fire extinguishers as required by the Namibian Department of Transport – Directorate Maritime affairs.
- 4.13.17 1 x 2kg CO2 portable fire extinguisher.
- 4.13.18 2 x 9kg portable dry powder fire extinguishers.
- 4.13.19 1 x Fire bucket.

4.14 MONKEY ISLAND

- 4.14.1 The monkey island is to be built over the bridge and wheelhouse and access is to be by means of vertical ladders. Platform to be adequately drained by means of externally piped scuppers to lower deck.
- 4.14.2 Forward handrails near compass on this deck are to be constructed in aluminium alloy or other approved non-magnetic alloy. See also section 2.30.6.
- 4.14.3 Two 2 000 watt search lights, operable from within the wheelhouse are to be situated in the most suitable position to provide all round coverage. Full

details of the searchlights offered are to be submitted with the tender, one to face forward the other to face aft. Searchlights must have Lloyds F1F1 1 approval.

4.14.4 A loudhailer, operable from the wheelhouse, is to be fitted. Microphones are to be situated convenient to the propulsion unit control.

4.14.5 Radio aerials and any other necessary equipment are to be fitted.

4.15 ELECTRIC LIGHTING

4.15.1 All accommodation spaces are to be provided with recessed electric lighting of the fluorescent type.

4.15.2 All necessary lights are to be fitted in the engine room, machinery monitoring room, store, alleyways and entrances. Lights are to be of the high quality fluorescent type.

4.15.3 Suitable lighting of decks is to be provided for night working.

4.15.4 Switches for all floodlights and deck lights are to be located in the wheelhouse.

4.15.5 For full details of lighting requirements, see Electrical Section 6 of this specification.

4.16 EMERGENCY LIGHTING

4.16.1 24 Volt emergency lighting is to be provided to the Namibian Department of Transport - Directorate Maritime Affairs requirements, with own set of batteries and charger.

4.16.2 At least one light in each compartment, alleyway and wheelhouse, with additional at alternator, switchboard and elsewhere such as emergency exits, to be provided as per requirements.

4.16.3 System to come into operation automatically in the event of a power failure, and with a facility to check system without blacking out vessel.

4.17 INTERNAL COMMUNICATION SYSTEMS

4.17.1 A telephone system is to be installed with connections between the following points:

Bridge and Machinery Control Room

A talk-back system is to be installed between the wheelhouse and the following points:

Foredeck

4.18 COMPUTER LINK.

Computer network links are to be provided from the engine control room to the bridge.

4.19 CLOCKS

150mm Marine type, chromium plated brass clocks with sweep second hand are to be fitted at the following points:

1 - Wheelhouse - Marked with silence periods

4.20 KEYS AND KEYBOARDS

3.20.1 All locks are to be of the rotary disc type in chromium plated brass

3.20.2 Locks are to be standardised as far as practicable.

3.20.3 A master plan is required and details will be finalised with the Contractor.

3.20.4 Key box with hooks and suitably indexed is to be fitted in Master's cabin

3.20.5 3 Master keys are to be provided.

4.21 GALLEY OUTFIT

The following items are to be supplied and marked Namport.

1 - Large, heavy base frying pans

1 - Set of stainless steel pots (1 - 0 300mm, 1 - 0 250mm, 2 - 0 200mm, 2 - 0 150mm)

1 - Egg lifter

1 - Plastic refuse bin

2 - Plastic buckets

1 - Scrubbing brush

1 - Broom

NAMPORT

SECTION 5

MACHINERY

5.1 GENERAL

- 5.1.1 The whole of the machinery installation shall comply strictly with the requirements of the Classification Society and the Namibian Department of Transport-Directorate Maritime Affairs.
- 5.1.2 This specification covers the machinery requirements for a class Six pilot boat fitted with twin jet propulsion units driven by two identical engines. The vessel is fitted with twin Diesel engines rated at 750 - 900hp depending on operational speed requirement. Each engine is fitted with 6 x H/D adjustable flexible mountings. (four for engine and two extra for gearbox) The engines are mounted on 125 mm solid cored engine beds bolted through taped glassed in 15mm steel with 16mm bolts.
- 5.1.3 The machinery is installed in accordance with the manufacturer's recommendations and installation instructions and commissioned by the appointed agent / engineer and tested to provide conformity with the manufacturer's recommendations. Care and attention is paid to providing durable machinery installation with adequate support and neatness on all piping and cable runs.
- 5.1.4 Special attention is paid to provide ease of ongoing maintenance and ensuring all service items are readily accessible. All piping and connections to the engine and throughout the overall installation are to be of an approved type.
- 5.1.5 All sea water piping to be fitted with renewable zinc anodes of the tell-tale type.
- 5.1.6 All equipment shall be fully tested at the makers works prior to delivery, in accordance with the standards specified.
- 5.1.7 Three copies of all test certificates are to be supplied to Namport.
- 5.1.8 Namport reserves the right to have a representative present when any tests are carried out.
- 5.1.9 Notwithstanding the successful completion of tests and the submission of test certificates, the Contractor shall be liable for the rectification of defects which become apparent during the 12 month guarantee period.
- 5.1.10 All necessary machinery guards and hand rails to be provided.

5.1.11 All heavy equipment is to be provided with lifting facilities above them.

5.1.11.1 A pathway is to be provided by lifting lugs to remove equipment from the engine room to under the hatchways so that it may be lifted out of the engine room.

5.2. PROPULSION UNITS

The engine room located at the stern of the vessel must be spacious to allow the engineers an easy access and unhindered work. Propulsion consists of 2 x inboard marine diesel engines that drive two waterjets model 362

5.2.1 Characteristics:

5.2.1.1 Propulsion 2 x 350 HP Inboard diesel engine

5.2.1.2 Model engine type Caterpillar Model 7.1 Rating C (Maximum Continuous). WATERJETS propulsion: double Jet Model 362

5.2.1.3 They will be equipped with electronic drive controls for the main engines, in all cases suited to the operation of the propulsion equipment. The exhaust of the main engines will be of the wet type.

5.2.2 All material and equipment necessary for the efficient functioning of the propulsion unit including efficient lubricating systems, seals, temperature and pressure gauges, are to be supplied and fitted.

5.2.2.1 All pumps to be unit or shaft driven.

5.2.2.2 Units to be provided with bolt on anodes. Makers to be informed on placing of order.

5.2.3 The units are to be controlled from the wheelhouse by means of the supplied control consoles.

5.2.4 Each propeller unit is to have an alarm system as per Classification Societies requirements.

5.2.5 Provision is to be made for the withdrawal of components, and test certificates supplied.

5.2.6 Full details of the propulsion unit offered are to be submitted with the tender.

-
- 5.2.7 Propeller wells with proper stiffening in all directions in order to transmit forces (propeller thrust and grounding forces), properly integrated into the hull bottom structure shall be provided.
 - 5.2.8 The units are to be bolted to the wells with suitable arrangements approved by Classification Society to prevent the ingress of water.
 - 5.2.9 Please note the requirements of clause 9.2.6 of Section 9 regarding requirements for autopilot.

5.3 INSPECTIONS AND TESTS

The following inspections and tests shall be performed on site:

- a) Performance characteristics tests (commissioning) to indicate actual performance
- b) Compliance to safety mechanisms i.e. load moment indicator/emergency stop
- c) Corrosion protection

Supplementary Information

Bidders shall submit when bidding all technical brochures and pamphlets giving all technical details, performance figures, data, dimensions, capacities and ratings of all key materials and equipment offered. Brochures, pamphlets etc. shall be clearly marked showing which item is offered.

Answer such as "see attached pamphlets", "refer to catalog", "to follow" or "as specified" are not acceptable and are sufficient reason for the rejection of a Bid.

Each brochure, pamphlet etc. submitted with this bid document shall be stamped with the bidder's company stamp and signed together with procurement reference number and date.

First local Namibian supplier who guarantees locally available spares and services:

Name

Address

Telephone.....

Fax

Contact Person

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI. General Conditions of Contract

The subsequent agreement for the construction of the vessel shall be governed by the **BIMCO Newbuild CON Standard Contract Conditions**. These conditions will apply in full and form the contractual basis between the parties

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DEFINITIONS

In this Contract:

“Banking Day” means a day on which banks are open in the places stated in Box 2 and Box 3

“Builder” means the company or companies stated in Box 2, organized and existing under the laws of the country or countries stated in Box 2 having their principal office at the address stated in Box 2 and including their personnel. If more than one company is stated in Box 2 then they shall be jointly and severally liable.

“Buyer” means the company or companies stated in Box 3, organized and existing under the laws of the country or countries stated in Box 3 having their principal office at the address stated in Box 3 and including their personnel.

“Buyer’s Representative” means the named representative of the Buyer who may be present at the Shipyard throughout the construction of the Vessel.

“Buyer’s Supplies” means all of the items to be provided by the Buyer in accordance with the Specification at its own risk, cost and expense.

“Classification Society” means the classification society stated in Box 8.

“Contract Price” means the amount stated in Box 9 as may be adjusted in accordance with the terms of this Contract.

“Contract” means this BIMCO Standard Newbuilding Contract consisting of Part I including additional Clauses, if any agreed, and Part II as well as any Annexes (including the Specification and Maker’s List) and Plans and Drawings attached hereto.

“Contractual Date of Delivery” means the contractual date of delivery stated in Box 10.

“Defects” means any deficiencies or defects in the design, construction, material and/or workmanship on the part of the Builder or its Sub-contractors.

“Delivery Date” means the Contractual Date of Delivery as may be adjusted in accordance with the terms of this Contract.

“Final Instalment” means the last instalment payable at delivery calculated in accordance with Clause 15 (Payments).

“Flag State” means the State of the flag which the Vessel will fly when registered, as stated in Box 7. “Instalments” means the amounts payable in accordance with Box 11.

“In writing” means any method of legible communication.

“Maker’s List” means the list of suppliers for equipment, machinery and services approved by the Parties and stated in Annex C.

“Parties” means the Builder and the Buyer.

“Party” means the Builder or the Buyer, as the case may be.

“Permissible Delays” means delays to the construction and/or delivery of the Vessel and which entitle the Builder to extend the Delivery Date in accordance with Clause 34 (Permissible Delays).

“Personnel” means the employees, agents, servants, suppliers and independent contractors engaged by either Party in order to perform work or duties under this Contract for which that Party is responsible.

“Plans and Drawings” means the plans and drawings attached hereto or listed and/or described in the Specification.

“Regulatory Authorities” means the regulatory authorities whose rules and regulations must be complied with in the construction and delivery of the Vessel. Such bodies shall include the Flag State together with the other bodies listed in the Specification.

“Shipyard” means the place or places stated in Box 5 where the Vessel will be assembled and/or constructed. “Specification” means the technical details contained in Annex B.

“Sub-contractor” means any person (not being a servant or employee of the Builder) or company with whom the Builder has entered into a contract for the design, construction, manufacture or supply of any item, equipment, work or service for the Vessel.

“Vessel” means the vessel described in Box 4 (including its machinery, equipment and appurtenances described in the Specification) with hull number as per Box 6, built in accordance with this Contract.

INTERPRETATION

Singular/Plural

In this Contract the singular includes the plural and vice versa as the context admits or requires.

Headings

The index and headings to the Clauses and Annexes to this Contract are for convenience only and will not affect its construction or interpretation.

Jointly and severally

All covenants, agreements, undertakings, indemnities, representations and warranties by more than one person are entered into, given or made by such persons jointly and severally.

SECTION 1 – VESSEL

1. Builder’s and Buyer’s obligations

It is mutually agreed between the Builder and the Buyer that:

- (a) the Builder shall design, construct, test and survey, launch, equip, complete, sell and deliver the Vessel to the Buyer all in accordance with good international shipbuilding and marine engineering practice; and
- (b) the Buyer shall purchase, take delivery of and pay for the Vessel.

2. Description

- (a) The Vessel shall be constructed at the Shipyard and shall have the Builder’s Hull Number stated in Box 6.

- (b) The Vessel shall have the dimensions and characteristics as stated in Box 4 and the Specification. These shall be defined, measured and calculated in accordance with the Specification or, if omitted from the Specification, in accordance with the following:
1. (i)

Speed – The Vessel’s average speed on a sea trial undertaken in both directions over a measured distance of one (1) nautical mile, with clean hull, in weather with wind speed and sea state not exceeding Beaufort Wind Force Scale 3 and Douglas Sea State Scale 2 respectively on a draft as stated in Box 4D(i) shall be at least the number of knots stated in Box 4D(ii). During such a sea trial the engine’s output in kilowatts shall be as stated in Box 4D(iii) corresponding to the percentage of the engine’s maximum continuous power output stated in Box 4D(iv) at the approximate revolutions per minute stated in Box 4D(v).
 - (ii) Fuel Consumption - The fuel consumption of the main engine on the test bed using fuel of the type and specification stated in Box 4C(vii) shall not exceed the number of grams per kilowatt/hour stated in Box 4C(iv) when the engine develops the number of kilowatts with an effective calorific value of the number of kilocalories per kilogram stated in Box 4C(ii) and Box 4C(vii) respectively.
 - (iii) Deadweight - The Vessel’s deadweight shall be the number of metric tons stated in Box 4A(iii) on international summer freeboard, corresponding to a mean draft in saltwater (specific gravity 1.025) as stated in Box 4A(iv). The specified deadweight shall include fuel, provisions, stores, freshwater, crew and passengers in addition to spare parts not less than the requirements of the Classification Society.
 - (iv) Propulsion - The Vessel’s propulsion machinery shall be of the type and with maximum continuous power in kilowatts at the number of revolutions per minute as stated in Box 4C(i), 4C(ii) and 4C(iii).
 - (v) Cargo Capacity – The Vessel’s cargo capacity shall be the capacities stated in Box 4B1 and 4B2.
 - (vi) Other matters – The Vessel shall meet the technical requirements stated in Box 4E.

3. Classification, Rules and Regulations

- (a) The Vessel shall be designed, constructed, surveyed, tested and delivered in compliance with the applicable laws, rules, regulations and requirements of the Classification Society stated in Box 8, and the Regulatory Authorities:
- (i) in force as of the date of this Contract stated in Box 1, or
 - (ii) if not in force as of the date of this Contract, which are ratified and promulgated on or before the date of this Contract and which will be compulsory for the Vessel on or before the delivery of the Vessel in accordance with Clause 28 (Delivery).

All such laws, rules, regulations and requirements of the Classification Society and the Regulatory Authorities shall be complied with without qualification (see Clause 26 (Changes in Rules and Regulations)).

- (b) The final decisions of the Classification Society or Regulatory Authorities shall be binding on the Parties as to the Vessel’s compliance with their respective applicable laws, rules, regulations and requirements.

- (c) All costs, fees and charges incidental to and in respect of compliance with the applicable laws, rules, regulations and requirements of the Classification Society or Regulatory Authorities referred to above shall be for the Builder's cost and expense.

4. IMO Hazardous Materials Inventory

The Builder shall, in accordance with the IMO Guidelines on Ship Recycling, Resolution A.962 (23), with amendments in force as of the date of this Contract:

- (a) Endeavour to take due account of the Vessel's ultimate disposal when designing and constructing the Vessel by:
 - (i) using materials which can be recycled safely and in an environmentally sound manner; and
 - (ii) by minimizing the use of materials known to be potentially hazardous to health and the environment.
- (b) In consultation with equipment manufacturers provide the Buyer with a Green Passport Statement of Compliance issued by the Classification Society containing information including the Vessel's hull number and main particulars and listing any and all materials known to be potentially hazardous utilized in the construction of the Vessel, its equipment and systems.

The list of the materials known to be potentially hazardous shall contain the location and the approximate quantity/volume of each identified material on board the Vessel.

5. Protective Coatings

The Vessel's double-side skin spaces and dedicated seawater ballast tanks shall be coated in accordance with the Specification. In any event the minimum coating standard shall be in accordance with the requirements of the IMO Performance Standard for Protective Coatings for dedicated seawater ballast tanks in all types of ships and double-side skin spaces of bulk carriers (IMO PSPC, Resolution MSC. 215(82)) and, where applicable, in accordance with the IACS Common Structural Rules for Bulk Carriers and for Oil Tankers or subsequent modifications or replacement applicable in accordance with Clause 3(a) (Classification, Rules and Regulations).

6. Source of Origin

If so requested by the Buyer, the Builder shall identify the country of origin of all the main components listed in the Maker's List and Specification.

SECTION 2 – FINANCIAL

7. Contract Price

The Contract Price shall be the amount stated in Box 9(a), and the Contract Price shall not be adjustable for any reason, including for exchange rate fluctuation and inflation or any other reason.

The Contract Price and any other payments to be made to the Builder pursuant to this Contract shall be paid in the currency stated in Box 9(b) and in accordance with the payment terms stated in Box 11 and Clause 15 (Payments).

8. Speed Deficiency

If the speed of the Vessel as stated in Box 4D(ii) is not achieved in the manner stated in the Specification or Clause 2(b)(i) the following shall apply:

- (a) There shall be no adjustment of the Contract Price except to the extent provided in Sub-clause 8(b).
- (b) If the reduction in speed is greater than 2/10ths of a knot, the Contract Price shall be reduced by the amount stated in Box 13(i) for each whole 1/10th of a knot reduction in speed in excess of 2/10ths of a knot as liquidated damages up to the maximum amount stated in Box 13(ii).
- (c) If the reduction in speed would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in Box 13(ii), the Buyer shall have the option to terminate this Contract in accordance with Clause 39(a)(iv) (Suspension and Termination).

9. Excessive Fuel Consumption

If the fuel consumption of the Vessel's main engine on the test bed using the fuel specified in Box 4C(vii) exceeds the figure stated in Box 4C(iv) the following shall apply:

- (a) There shall be no adjustment of the Contract Price except to the extent provided in Sub-clause 9(b).
- (b) If the excess fuel consumption is greater than 2% (two per cent) of the specified fuel consumption the Contract Price shall be reduced by the amount stated in Box 14(i) for each whole percentage in excess of 2% as liquidated damages up to a maximum amount as stated in Box 14(ii).
- (c) If the excess fuel consumption would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in Box 14(ii), the Buyer shall have the option to:
 - (ii) accept the main engine at a reduction in the Contract Price corresponding to the maximum amount stated in Box 14(ii); or
 - (iii) reject the main engine and either:
 - (1) require the Builder to rectify the deficiency and repeat the trial or replace the main engine with one that conforms to the requirements of the Contract. (The time taken to rectify the deficiency and repeat the trial or replace the main engine in accordance with this Sub-Clause shall not be a Permissible Delay); or
 - (2) terminate this Contract forthwith in accordance with Clause 39(a)(v) (Suspension and Termination).

10. Deadweight Deficiency

If the actual deadweight of the Vessel determined in accordance with the Specification is less than the deadweight stated in Box 4A(iii) the following shall apply:

- (a) There shall be no adjustment of the Contract Price except to the extent provided in Sub-clause 10(b).
- (b) If the reduction in deadweight is greater than the number of metric tons stated in Box 15(i) then for each whole metric ton in excess of the figure in Box 15(i) below the deadweight stated in Box 4A(iii) the Contract Price shall be reduced by the amount stated in Box 15(ii) as liquidated damages up to a maximum amount as stated in Box 15(iii).
- (c) If the reduction in deadweight would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in Box 15(iii) the Buyer shall have the option to terminate this Contract in accordance with Clause 39(a)(vi) (Suspension and

Termination).

11. Cubic Capacity Deficiency

If the actual cubic capacity of the Vessel determined in accordance with the Specification is less than the cubic capacity specified in Box 4B1(i) the following shall apply:

- (a) There shall be no adjustment of the Contract Price except to the extent provided in Sub-clause 11(b).
- (b) If the reduction in cubic capacity is greater than the number of cubic metres stated in Box 16(i) then for each full cubic metre in excess of the figure in Box 16(i) below the cubic capacity stated in Box 4B1(i) the Contract Price shall be reduced by the amount stated in Box 16(ii) as liquidated damages up to a maximum amount as stated in Box 16(iii).
- (c) If the reduction in cubic capacity would entitle the Buyer to a reduction in the Contract Price greater than the maximum amount stated in Box 16(iii) the Buyer shall have the option to terminate this Contract in accordance with Clause 39(a)(vii) (Suspension and Termination).

12. Other Deficiencies (optional Clause)

NOTE: This Clause has been left blank intentionally to allow the parties to insert, where appropriate, a liquidated damages provision covering deficiencies in any special technical requirements for a particular vessel type and specified by the parties in Box 4E and Box 17. (See also Clause 39(a)(viii)).

13. Late Delivery for non-permissible delays

If delivery takes place more than 30 days after the Delivery Date then for each day thereafter the Contract Price shall be reduced by the amount stated in Box 18 per day as liquidated damages up to a maximum delay of 180 days (comprising a 30 day grace period plus 150 days).

If the delay exceeds 180 days the Buyer shall have the option to terminate this Contract in accordance with Clause 39(a)(iii) (Suspension and Termination).

14. Guarantees

- (a) Buyer's Instalment/Performance Guarantee
- (b) Builder Performance Security. Upon signing, the Builder shall procure an irrevocable, unconditional, first-demand bank guarantee in the amount of ten percent (10%) of the Contract Price (the "Performance Security") issued by a first-class bank acceptable to the Buyer, substantially in the form set out in Annex A (Performance Security Form).
- (c) Return. The Performance Security shall remain valid until delivery of the Vessel and shall be returned to the Builder concurrently with the execution of the Protocol of Delivery and Acceptance.
- (d) Compliance. The Performance Security shall comply with applicable laws and banking formalities; upon expiry/return it shall be delivered back to the issuing bank.
- (e) The Buyer shall not be required to provide a guarantee to the Builder.
- (f) Builder's Refund Guarantee

To secure the Builder's obligation to refund the Buyer's pre-delivery instalments pursuant to this Contract the Builder shall, within the number of days stated in Box 19(b)(i) after the signing of this Contract and before the date for payment of the first instalment in accordance with Clause 15(a)(i) (Payments – Instalments), provide the Buyer with a Refund Guarantee issued by the bank or party named in Box 32 substantially in the form and substance set out in Annex A(iii)(Refund Guarantee), failing which the Buyer shall have the option to terminate this Contract in accordance with Clause 39(a)(ix) (Suspension and Termination).

(g) Guarantee Compliance and Expiry

The Builder shall ensure that any guarantee issued on their behalf shall:

- (i) comply with the laws, regulations, constitution and procedures of the guarantor and its country of issue, including but not limited to, its registration with any necessary authorities; and
- (ii) on expiry, be returned to the guarantor; and
- (iii) in the case of the Performance Guarantee (sub-Clause 14(b)), remain in force until delivery of the Vessel to, and acceptance of the Vessel by, the Buyer, whichever is the sooner.
- (iv) a date at least 300 days after the Contractual Date of Delivery stated in Box 10 or 30 days after the final resolution of any dispute under Clause 42 (Dispute Resolution), whichever is the later; or

15. Payments

(a) Instalments

The Contract Price shall be paid by the Buyer to the Builder by Instalments, when due and payable in accordance with Box 11 and this Clause, the pre-delivery Instalments being paid as advances and not deposits as follows:

- (i) Unless otherwise stated in Box 11 the first Instalment shall be due and payable by the Buyer Thirty (30) Banking Days after the Refund Guarantee has been provided in accordance with Clause 14(b) (Builder's Refund Guarantee).
- (ii) The Builder shall give the Buyer invoices for each Instalment under this Contract. With the exception of the first and Final Instalment the Builder shall give the Buyer an invoice to cover the sum due to it not less than ten (10) Banking Days prior to the due date of each Instalment.
- (iii) All Instalments other than the first and Final Instalment shall be payable within Thirty (30) Banking Days of the due date thereof.
- (iv) The Final Instalment shall be due and payable upon delivery of the Vessel in accordance with Box 11 and Clause 28 (Delivery).

(b) Payment for Modifications and other items

- (i) The sums due or refundable as a result of modifications and changes, and changes in Rules and Regulations under Clause 24 (Modifications and Changes) and Clause 26 (Changes in Rules and Regulations) shall be added to or deducted from the Final Instalment.
- (ii) All expenses payable in accordance with Clause 27(c)(iii) (Conduct of the Sea

Trials) and Clause 22(b) shall be paid together with the Final Instalment.

- (iii) Sums due for other items shall be paid within Thirty (30) Banking Days after receipt by the Buyer of the Builder's invoice.

(c) Payment of Liquidated Damages

Any amounts for liquidated damages under Clause 8 (Speed Deficiency), Clause 9 (Excessive Fuel Consumption), Clause 10 (Deadweight Deficiency), Clause 11 (Cubic Capacity Deficiency), Clause 12 (Other Deficiencies) and Clause 13 (Late Delivery for non-permissible delays) shall be calculated and determined before delivery and may be deducted from any payments due to the Builder or from the Final Instalment. The total cumulative liquidated damages payable under this contract shall be 10% of the contract's Contract Price.

(d) Payment Procedures

- (i) If the date on which any payment is due in accordance with the provisions of this Contract does not fall on a Banking Day, payment shall be made on the next Banking Day.
- (ii) Payment of sums due in accordance with the provisions of this Contract shall be made, in the case of payments to the Builder, by electronic transfer to the Builder's account stipulated in Box 12 and, in the case of payments to the Buyer by electronic transfer to such bank as the Buyer by notice to the Builder nominates to receive payments on its behalf.
- (iii) The cost of remitting payments shall be for the account of the payer, however the Contract price shall not be adjustable due to exchange rate fluctuation.
- (iv) Payments by either Party to the other under this Contract, and their receipt, shall not be deemed a waiver of any right or claim either Party may have against the other.
- (v) In the event of late payment of Instalments by the Buyer, the Builder shall have the right to suspend work under this Contract in accordance with Clause 39(c) (Suspension of Work).

16. Taxes, duties, stamps, dues and fees

- (a) The Builder shall bear and pay all taxes, duties, stamps, dues and fees imposed in the place stated in Box 2 in connection with the execution and/or performance of this Contract, excluding any taxes, duties, stamps, dues and fees imposed in the place stated in Box 2 upon the Buyer's Supplies which shall be for the Buyer's cost and expense.
- (b) The Buyer shall bear and pay all taxes, duties, stamps, dues and fees imposed outside the place stated in Box 2 in connection with the execution and/or performance of this Contract, except for taxes, duties, stamps, dues and fees imposed upon those items and services procured by the Builder for construction of the Vessel.
- (c) If either Party pays any taxes, duties, stamps, dues and fees for which the other Party is responsible under this Clause, the other Party shall reimburse the paying Party within fifteen (15) Banking Days of receipt of notice to that effect, together with evidence of the amount paid.

17. Right to set-off

The Buyer shall have the right to retain or set off any amount against any payment due to the Builder under this Contract, including the Final Instalment as specifically provided in this Contract (see Clause 15 (Payments) and Clause 30 (Final Instalment)).

18. Interest

If either Party fails to pay any sum due in accordance with the terms of this Contract, the other Party shall have the right to charge interest from the due date at the rate stated in Box 30 on such outstanding sums (see also Clause 39 (Suspension and Termination)).

SECTION 3 – PRODUCTION

19. Sub-contracting

The Builder shall employ the Sub-contractors as set out in the Specification or Maker's list. Except for minor work, the Builder shall not employ other sub-contractors for the work stated in the Maker's list without the Buyer's approval, which shall not be unreasonably withheld.

Notwithstanding any sub-contracting, the Builder shall remain fully responsible for the due performance of such work as if undertaken by the Builder at the Shipyard. The Builder's obligations under this contract cannot be ceded under any circumstances.

20. Approvals

The times and numbers specified in this Clause shall apply unless otherwise stated in the Specification.

- (a) As soon as possible and not later than sixty (60) running days after the effective date of the Contract (see Clause 44 (Effective date of Contract)), the Builder shall provide the Buyer with proposed detailed building and testing schedules. The Buyer shall comment on the schedules as soon as possible and at the latest within fourteen (14) running days after receipt of the proposals. The Builder shall thereafter prepare and issue in writing amended building and testing schedules incorporating the Buyer's comments within fourteen (14) running days thereafter.
- (b) The Builder shall dispatch to the Buyer a total of three (3) full sets of the Plans and Drawings for the Buyer's approval and shall also submit such other technical information as the Buyer may reasonably require, not less than thirty (30) running days before any construction works commence. The Builder shall give notice to the Buyer advising the date of dispatch of the Plans and Drawings, and the Buyer shall give notice to the Builder confirming receipt thereof. The Buyer shall, within fourteen (14) running days of receipt, send to the Builder one (1) set of the Plans and Drawings with the Buyer's approval or approval with comments, amendments or reservations.

In the event that the Buyer needs additional time to consider the Plans and Drawings submitted pursuant to this Clause, it shall request the same in writing of the Builder whose agreement shall not be unreasonably withheld. In the event that the Buyer's comments, amendments or reservations are unclear, unspecified or illegible, the Builder may give notice requesting clarification. If the Buyer fails to respond to the request to provide clarification within five (5) running days of receipt of the Builder's notice, the Builder shall determine whether and to what extent it can adopt the comments, amendments or reservations.

If requested by the Buyer in writing, the Plans and Drawings shall also be sent in an agreed electronic format.

- (c) The Builder shall take due note of the Buyer's comments, amendments or reservations (if any) on Plans and Drawings submitted pursuant to this Clause and, if such comments, amendments or reservations are not of such a nature or extent as to constitute a modification or change of the Specification within the meaning of Clause 24 (Modifications and Changes), then the Builder shall commence or continue construction of the Vessel in accordance with the corrected or amended Plans and Drawings.
- (d) If the Builder considers the comments, amendments or reservations to the Plans and Drawings are of a nature or extent that constitutes a modification or change under Clause 24 (Modifications and Changes), the Builder shall notify the Buyer accordingly and proceed in accordance with Clause 24 (Modifications and Changes). If the Buyer disagrees the matter shall be resolved in accordance with Clause 24(e).
- (e) In the event that the Buyer fails to return any Plans and Drawings to the Builder with approval or approval with comments, amendments or reservations, if any, within the time limit stated above, such Plans and Drawings shall be deemed to have been approved by the Buyer.
- (f) The Buyer's approval or deemed approval of any Plans and Drawings shall not affect the obligations of the Builder to design, construct and deliver, or the obligations of the Buyer to take delivery of, and pay for, the Vessel in accordance with the other provisions of this Contract; nor shall it diminish the Builder's responsibility in respect of its obligations under this Contract nor shall it constitute any acceptance by the Buyer of any responsibility for any defect in the Vessel. The Builder shall give the Buyer, as soon as practicable, copies of all relevant correspondence relating to the Vessel to and from the Classification Society and the Regulatory Authorities, together with all plans approved by the Classification Society.

21. Buyer's Supplies

- (a) Buyer
 - (i) The Buyer shall, at its own risk, cost and expense, supply and deliver to the Builder all of the Buyer's Supplies. Such items shall be delivered at a warehouse or other storage facility at the Shipyard or as otherwise directed by the Builder in a proper condition ready for installation by the Builder or Sub-contractor in or on the Vessel (hereinafter "Installation"), in accordance with the building and testing schedules in Clause 20(a) (Approvals) or as may reasonably be required by the Builder.
 - (ii) To assist Installation, the Buyer shall provide the Builder with the necessary documentation including specifications, plans, drawings, instruction books, manuals, test reports and certificates required to comply with all applicable rules and regulations. If so requested by the Builder, the Buyer shall, if reasonably possible and at no cost to the Builder, arrange for the representatives of the manufacturers of the Buyer's Supplies to assist the Builder in Installation and/or to carry out the Installation of the Buyer's Supplies by themselves or to make necessary adjustments at the Shipyard in accordance with the manufacturer's instructions, including commissioning.
 - (iii) The Builder may reject any and all of the Buyer's Supplies when and if found on reasonable grounds to be unsuitable or in improper condition for Installation or not in compliance with the Classification Society or Regulatory Authorities' requirements.
 - (iv) If delay in delivery of any of the Buyer's Supplies in accordance with Sub-Clause (a)(i) exceeds thirty (30) days and will cause actual delay to the delivery of the Vessel, the

Builder shall have the right to proceed with the construction of the Vessel without Installation of the delayed items. The Buyer shall accept and take delivery of the Vessel so constructed.

- (b) Builder
 - (i) The Builder shall safely store and handle the Buyer's Supplies after delivery thereof at a warehouse or other storage facility at the Shipyard or elsewhere as determined by the Builder and shall, at its own cost, expense and responsibility, install them in or on the Vessel in accordance with the Specification, provided that the Builder shall not be responsible for the quality, efficiency and/or performance of any of the Buyer's Supplies.
 - (ii) The Buyer's Supplies shall be at all times the property of the Buyer but shall be at the Builder's risk from the time of their delivery to the Shipyard until the time of their redelivery to the Buyer whether or not as part of the Vessel.

22. Buyer's Representative, Assistants, Officers and Crew

- (a) The Buyer may, at its own cost and expense, have one representative present at the Shipyard throughout the construction together with a reasonable number of assistants and, as appropriate, officers and crew. The Buyer shall notify the Builder in advance in writing of:
 - (i) the names of the Buyer's Representative, assistants and, as appropriate, officers and crew; and
 - (ii) the scope of the Buyer's Representative's authority which, in particular, shall include the extent to which the Buyer's Representative has authority to approve plans, drawings and calculations, agree modifications and invoices and attendance at and approval of tests, trials and inspections relating to the Vessel at the Shipyard and/or premises of Sub-contractors; and
 - (iii) any other information reasonably required by the Builder to facilitate access to the Shipyard and/or premises of Sub-contractors.
- (b) The Builder shall, at its own cost and expense, provide the Buyer's Representative and assistants with reasonable office accommodation and facilities (including communication equipment, such as telephone, fax and appropriate internet access, and printers or a connection to the Builder's printers) as the Buyer may reasonably require. The Buyer shall bear the costs of all communication expenses arising from the use by the Buyer's Representative and assistants of the communications equipment provided by the Builder. Such expenses shall be payable by the Buyer on receipt of an invoice from the Builder in accordance with Clause 15(b) (Payments - Payment for Modifications and other items).
- (c) The Builder shall have the right to request the Buyer to replace the Buyer's Representative or any assistants but only if the Builder shows that they are carrying out their duties in an unreasonable manner detrimental to the proper progress of the construction of the Vessel, in which case the Buyer shall make proper replacement as soon as possible.
- (d) The Buyer's Representative shall have the right to communicate directly with the Classification Society, provided such communication does not unreasonably interfere with the Builder's communication with the Classification Society.

- (e) The Builder shall render reasonable assistance to the Buyer in helping to provide suitable accommodation, obtain necessary visas, residence and work permits and any other administrative assistance as the case may be for the Buyer's Representative, assistants and, as appropriate, officers and crew.

23. Inspections, Tests and Trials

- (a) To enable the Buyer's Representative and assistants to carry out their duties and inspect the work being done, the Buyer's Representative and/or assistants shall have the right to inspect the Vessel throughout the period of the construction of the Vessel and until its delivery and acceptance.
- (b) The Buyer's Representative and/or assistants shall have the right to attend all tests, trials and inspections, including those supervised by the Classification Society and Regulatory Authorities, on any parts of the Vessel whether or not installed. The Builder shall give the Buyer reasonable notice in advance of all such tests, trials and inspections to enable the Buyer's Representative and/or assistants to attend. If the Buyer's Representative and/or assistants becomes aware of non-conformity of any aspect of the design, construction, material or workmanship arising out of such tests, trials and inspections he/they shall notify the Builder as soon as possible.
- (c) For the purposes of attending such inspections, tests and trials the Builder shall, at any time during working hours or at any other time when work is being performed, provide the Buyer's Representative and/or assistants with unimpeded access to the Shipyard, Vessel, workshops, and anywhere else where work on or storage of items connected with the construction of the Vessel is being performed. The Builder shall use its best efforts to arrange similar access for inspection purposes to Sub-contractors' premises during working hours or at any time when work is being performed.
- (d) Neither the Buyer's Representative's and/or assistants' inspection and/or attendance at any inspection, test or trial, nor the Buyer's Representative's and/or assistants' failure to notify the Builder of any non-conformity shall relieve the Builder from its obligations under this Contract or be deemed to be or construed as a waiver of any objection to, or any acceptance of, faulty design, construction, material and/or workmanship, or any admission that any materials or workmanship are of the standard required for due performance of this Contract.

24. Modifications and Changes

- (a) The Buyer shall have the right at any time to request reasonable modifications or changes in the Specification and/or Plans and Drawings. The Buyer shall request such modifications and/or changes in writing, giving sufficient particulars, documentation and details fully to describe the modifications and/or changes requested.
- (b) The Builder shall, as soon as possible after receipt of the written request for modifications or changes, give the Buyer a written proposal of the consequences of implementing such modifications and/or changes. These consequences may include changes in the Contract Price, Delivery Date, capacity, draft, speed, fuel consumption, or any other provisions of this Contract. If in the Builder's reasonable judgement, such modifications and/or changes will adversely affect the Builder's planning or programme in relation to the Builder's other commitments, the Builder shall notify the Buyer that it declines to give such a proposal for the requested modifications and/or changes or part thereof.
- (c) The Builder shall use reasonable efforts to minimize the extra costs, delay or other negative impact on the Vessel's capacity, performance or other factors caused by the

Buyer's request. The Builder's proposal shall be reasonable for such work.

- (d) On the basis of the Builder's proposal the Buyer may elect in writing to agree to the necessary amendments to this Contract, in which case the Builder shall build the Vessel in accordance with this Contract so amended.
- (e) If the Buyer does not accept the Builder's notice as provided in Clause 20(d) (Approvals) or if in the Buyer's opinion the Builder's proposal for modifications and/or changes under this Clause is unreasonable, the Buyer may, by giving notice to the Builder, order the Builder to proceed with the requested modifications and/or changes but the consequences of implementing such modifications and/or changes shall be decided in accordance with Clause 42 (Dispute Resolution).
- (f) If the Buyer elects not to continue with the request for modifications and/or changes, the Buyer shall notify the Builder accordingly.
- (g) If the Buyer does not respond within seven (7) running days after receipt of the Builder's notice in Sub-Clause (b), the Buyer shall be deemed to have withdrawn the request for modifications and/or changes.

25. Builder's Modifications and Substitution of Materials

The Builder shall have the right to make minor modifications and/or changes to the Specification and/or plans if so required by virtue of changes to the Builder's local conditions or facilities, the availability of materials and equipment, the introduction of improved methods or for any other reason of a similar nature provided that the Builder shall first obtain the Buyer's written approval, which shall not be unreasonably withheld or delayed.

Such modifications and/or changes shall satisfy the requirements of the Classification Society and the Regulatory Authorities and shall not relieve the Builder from its obligation to otherwise deliver the Vessel in accordance with this Contract. Any savings obtained shall be credited to the Buyer and the Buyer shall not be obliged to pay any extra for, or suffer any delay in delivery or other adverse consequences of, such modifications and/or changes.

26. Changes in Rules and Regulations

If, after the date of Contract, there are any changes in applicable laws, rules, regulations or requirements (or their application) of the Classification Society or Regulatory Authorities, the following shall apply:

- (a) Upon receipt of notice of such changes either Party shall promptly notify the other Party thereof.
- (b) If such changes will be compulsory for the Vessel at the time of delivery, the Builder shall, unless the Buyer at its sole discretion seeks and obtains a waiver from the Classification Society or Regulatory Authorities (as appropriate), incorporate such modifications and/or changes into the construction of the Vessel. The Parties shall endeavor to agree on such adjustments to the Contract Price-Delivery Date or other Contract terms as are a direct consequence of the change in applicable laws, rules, regulations or requirements. If the Parties fail to agree on the adjustments, the Builder shall proceed with the required changes and the matter shall be decided in accordance with Clause 42 (Dispute Resolution).
- (c) If such changes are not compulsory but the Buyer requires the changes to be incorporated, Clause 24 (Modifications and Changes) shall apply.

27. Sea Trials

The times and numbers specified in this Clause shall apply unless otherwise stated in the Specification.

(a) Notice

The Buyer's Representative, together with a suitable number of assistants, officers and crew, shall have the right to be present at sea trials to be conducted at the Builder's premises. The Builder shall give the Buyer at least fourteen (14) running days' notice of the time and place and expected duration of sea trials and the Buyer shall promptly acknowledge receipt of such notice.

If neither the Buyer's Representative nor any authorized assistants attend the sea trials for any reason after such notice to the Buyer, such absence shall be deemed to be a waiver by the Buyer of its right to be present. The Builder may then conduct the sea trials without the Buyer's Representative being on board, provided that a representative of the Classification Society and Regulatory Authorities is present. In such circumstances, the results and conditions of the sea trials shall be as confirmed in writing by the Classification Society and/or Regulatory Authorities.

(b) Weather Conditions

The sea trials shall be conducted in weather conditions as described in this Contract and/or Specification. If the sea trials are interrupted or prevented by weather conditions in excess of the stated conditions, any resulting delay in delivery of the Vessel shall be deemed a Permissible Delay in accordance with Clause 34 (Permissible Delays). In such an event, the sea trials shall be discontinued or postponed until the first favorable day thereafter when weather conditions permit.

(c) Conduct of the Sea Trials

(i) The sea trials shall be conducted in the presence of representatives from the Classification Society and Regulatory Authorities and in the manner described in this Contract. The sea trials shall be of sufficient scope and duration to enable the Parties to verify and establish that the Vessel conforms in all respects with the performance requirements of this Contract. The Builder shall have the right to repeat any sea trials, subject to appropriate notice to the Buyer.

(ii) The Builder shall provide sufficient crew necessary for the safe navigation of the Vessel.

(iii) All expenses in connection with the sea trials, including the provision of bunkers, lubricating oil, grease, fresh water and stores needed to undertake the sea trials shall be for the Builder's cost and expense. Together with the Final Instalment, the Buyer shall reimburse the Builder at cost price for any quantities of bunkers and unbroached lubricating oil, grease, fresh water and stores remaining on board at delivery.

(d) Method of Acceptance or Rejection

(i) Upon completion of the sea trials the Builder shall give the Buyer the results of the sea trials in writing. If the Builder considers that the results thereof demonstrate that the Vessel conforms to the requirements of this Contract, the Builder shall give the Buyer notice of when delivery will take place. Such notice shall state where and when the Vessel will be ready for delivery, which will be at least fifteen (15) running days after the notice is given. Within five (5) running

days after receipt of this notice and the trial results, the Buyer shall notify the Builder in writing of its acceptance for delivery or rejection of the Vessel.

- (ii) If the results of the sea trials demonstrate that the Vessel or any part or equipment thereof does not conform to the requirements of this Contract, or if the Buyer rejects the Vessel for other reasons which the Builder accepts as valid, the Builder shall take all necessary steps to rectify such non-conformity. If necessary the Builder shall for its own cost and expense carry out a further sea trial in accordance with this Clause to ascertain that the Vessel complies with the terms of this Contract. Upon demonstration by the Builder that the deficiencies have been corrected, the procedure set out in this Sub-Clause (d) shall apply.
- (iii) If the Buyer gives notice of rejection under (i) above or rejects the Vessel under (ii) above, the Buyer shall state in which respects the Vessel does not conform to the requirements of this Contract (hereinafter "Delivery Defects").
- (iv) If the Delivery Defects are of minor importance and do not affect Class or the operation of the Vessel in its intended trade but the Builder is unable to rectify the matter within a reasonable time and in any event before the accrual of the Buyer's right to terminate in accordance with Clause 39 (Suspension and Termination), the Builder may nevertheless require the Buyer to take delivery of the Vessel, on condition that the Builder first:
 - (1) undertakes to remedy the Delivery Defects for its own cost and expense as soon as possible; and
 - (2) agrees in writing to indemnify the Buyer for any loss incurred as a consequence thereof, including loss of time; and
 - (3) provides the Buyer with a guarantee issued by the party named in Box 32 (or if Box 32 is not filled in, a bank guarantee from a first class bank) substantially in the form and substance set out in Annex A(iv) for a sum which the Buyer reasonably requests to cover (1) and (2) above, failing agreement such sum to be resolved in accordance with Clause 42 (Dispute Resolution); whereupon the Buyer shall accept delivery of the Vessel.
- (v) If the Builder disputes the rejection of the Vessel by the Buyer, the dispute shall be resolved in accordance with Clause 42 (Dispute Resolution).

SECTION 4 – DELIVERY

28. Delivery

Subject to Clause 27(d) (Sea Trials – Method of Acceptance or Rejection) the Vessel shall be delivered to the Buyer on or after the Delivery Date at the port of Walvis Bay at the Builder's cost and on Delivery at Place (DAP) Incoterm 2020 or at a safe place in the immediate vicinity thereof in a clean and orderly condition, ready for service, upon:

- (a) exchange and acceptance by the Parties hereto of a Protocol of Delivery and Acceptance signed by each Party acknowledging delivery of the Vessel by the Builder and acceptance thereof by the Buyer; and
- (b) the provision by the Builder of the other documents listed in Clause 29 (Documents on delivery); and

- (c) payment by the Buyer of the Final Instalment and retention money in accordance with Clause 30 (Final Instalment and Retention) as invoiced in accordance with Clause 15 (Payments) after the Delivery and Acceptance at the Port of Walvis Bay. Payment of the 5% retention money will be, as indicated in Box 19 of this agreement .

29. Documents on Delivery

Upon exchange of the Protocols of Delivery and Acceptance the Builder shall provide at no cost to the Buyer the following additional documents:

- (a) Protocol of Trials made pursuant to the Specification.
- (b) Protocol of Inventory and Equipment of the Vessel, including spare parts, as detailed in the Specification.
- (c) Protocol of Surplus Consumable Stores which are payable by the Buyer to the Builder.
- (d) Plans and Drawings pertaining to the Vessel together with all necessary instruction manuals, as detailed in the Specification.
- (e) All certificates including the documents required to be furnished on delivery pursuant to this Contract. All certificates shall be issued without qualification.

If, however, the Classification certificate and/or other required certificates are not available at the time of delivery, the Buyer shall accept interim certificates provided that the Builder, at its cost and expense, provides the Buyer with final certificates as promptly as possible.

The Builder warrants that:

- (i) such interim certificates shall enable the Vessel to be registered and trade and operate without restriction; and
- (ii) final certificates shall be provided as above.

If the Builder fails to perform (i) and/or (ii) above, the Builder shall compensate the Buyer for any loss incurred as a consequence thereof, including loss of time.

- (f) Declaration of Warranty by the Builder that the Vessel is free and clear of any liens, claims, charges, mortgages and other encumbrances.
- (g) Builder's Certificate.
- (h) Certificate of Non-Registration.
- (i) Commercial invoices covering Final Instalment and modifications.
- (j) Bill of Sale or other document that certifies that the title of the Vessel passes to the Buyer.
- (k) IMO Hazardous Material Inventory Statement of Compliance in accordance with IMO Resolution A.962(23) (as referred to in Clause 4 (IMO Hazardous Materials Inventory)).
- (l) Any other documents reasonably required by the Buyer.

The Buyer may require the Builder by giving reasonable notice, prior to delivery, to

arrange for any documents listed above to be duly notarized and, if required, legalized at the Buyer's cost and expense. The Parties shall furnish the other Party with one (1) original or certified copy of a power of attorney that authorizes the transaction. The Parties shall prior to the Delivery of the Vessel, agree upon and execute a closing protocol to ensure that all documents required at closing are properly addressed and mutually agreed upon in advance of the Delivery.

30. Final Instalment and Retention money

- (a) The Final Instalment and Retention shall be adjusted in accordance with this Contract and notified by the Builder to the Buyer not later than seven (7) Banking Days prior to the notified date of delivery (see Clause 27(d) (Sea Trials – Method of Acceptance or Rejection))., The amount of the Final Instalment, as adjusted, shall be sent with the Builder's Bank as set out in Box 12, with irrevocable instructions that, subject to Sub-Clause (c) below, the amount shall be released to the Builder against presentation by the Builder of a copy of the Protocol of Delivery and Acceptance of the Vessel signed by the Builder and the Buyer. Interest, if any, accruing on such deposit shall be for the benefit of the Buyer.
- (b) If the Buyer does not agree the amount of the Final Instalment as adjusted and notified by the Builder, the Buyer shall notify the Builder within five (5) running days before the delivery. The Buyer may take delivery of the Vessel but without prejudice to the Buyer's rights and remedies under this Contract and the dispute shall be resolved in accordance with Clause 42 (Dispute Resolution).
- (c) If the Protocol of Delivery and Acceptance is not so presented within seven (7) days following the date for delivery of the Vessel as notified by the Builder in accordance with Clause 27(d) (Sea Trials – Method of Acceptance or Rejection), the Buyer shall have the right to withdraw the said deposit plus accrued interest. However, if and when a new date for delivery of the Vessel is notified to the Buyer by the Builder in accordance with Clause 27(d) (Sea Trials – Method of Acceptance or Rejection), the Buyer shall make a further cash deposit for the Final Instalment in accordance with the same terms and conditions as set out above.
- (d) Without prejudice to the Final Instalment, Buyer shall retain five percent (5%) of the Contract Price as retention during the twelve (12)-month Guarantee Period. The Retention Money shall be released to Builder within ten (10) Banking Days after expiry of the Guarantee Period, provided that there are no outstanding, duly notified guarantee claims. During the Guarantee Period, at the sixth (6th) month or 180 days after delivery and Flag state registration in Namibia, Builder may replace the Retention Money by providing an on-demand bank guarantee in the same amount, valid through the rest of the Guarantee Period, provided that the said guarantee can be partially liquidated if necessary. The Guarantee shall be returned at the end of the Guarantee period.
- (e) Retention Money. Notwithstanding payment of the Final Instalment at Delivery, the Buyer shall withhold an amount equal to five percent (5%) of the Contract Price as retention money (the "Retention Money").
- (f) Retention Period. The Retention Money shall be held by the Buyer as stated in Box 19, unless otherwise agreed).
- (g) Release at Expiry. Upon expiry of the Guarantee Period, and subject to the Builder's due performance of its obligations under Clause 35 (Builder's Guarantee), the Buyer shall release and pay the Retention Money/ release the Retention Guarantee as stated in Box 19 to the Builder without undue delay.
- (h) Currency of Release. Any payment of the Retention Money to the Builder (whether at

expiry or upon early release against a bank guarantee) shall be made by applying the same conversion mechanics as for Instalments under this Contract

31. Title and Risk

Title and risk of loss of or damage to the Vessel shall rest with the Builder until exchange of the Protocol of Delivery and Acceptance is effected, immediately upon which title and risk shall pass to the Buyer.

At the time of delivery the Vessel shall be free of all liens, claims, charges, mortgages and other encumbrances.

32. Possession and Removal of the Vessel

- (a) The Buyer shall take physical possession of the Vessel immediately upon Delivery and Acceptance thereof.

33. Vessel Registration

The Vessel shall be delivered in compliance with the requirements of the Namibian flag. The Builder shall register the Vessel at its own costs and expenses under their flag during construction period and the Buyer shall register the Vessel at its own cost and expenses under Namibian flag after delivery.

SECTION 5 – LEGAL

34. Permissible Delays

- (a) The Delivery Date shall be extended if any of the following events cause actual delay to the delivery of the Vessel:
- (i) Force majeure events
 - (1) acts of God;
 - (2) any government requisition, control, intervention, requirement or interference;
 - (3) threat or act of war, warlike operations, terrorism or the consequences thereof;
 - (4) riots, civil commotions, blockades or embargoes;
 - (5) epidemics;
 - (6) earthquakes, landslides, floods, tidal waves or extraordinary weather conditions;
 - (7) strikes, lockouts or other industrial action, but only if of a general nature and not limited solely to the Builder and/or the Sub-contractors or their employees;
 - (8) fire, accident, explosion (whether in the Shipyard or elsewhere);
 - (9) any interruption to the supply of public utilities to the Builder;
 - (10) any other cause of a similar nature to the above beyond the control of the Builder or its Sub-contractors;

- (11) delays to sea trials in accordance with Clause 27(b) (Sea Trials – Weather Conditions).
- (ii) Other events
 - (1) Late delivery of, or delivery of, any defective Buyer’s Supplies in accordance with Clause 21(a)(iv) (Buyer’s Supplies);
 - (2) Delays due to modifications and changes in accordance with Clause 24(b) or (e) (Modifications and Changes);
 - (3) Delays due to changes in rules and regulations in accordance with Clause 26 (Changes in Rules and Regulations);
 - (4) An actual or constructive total loss in accordance with Clause 38(b)(ii) (Insurances – Allocation of Insurance Proceeds);
 - (5) Suspension of work pursuant to Clause 39(c) (Suspension and Termination – Suspension of Work);
- (iii) Provided that in respect of (i) and (ii) above:
 - (1) such events were not caused by the error, neglect, act or omission of the Builder or its Sub-contractors; and
 - (2) were not, or could not reasonably have been, foreseen by the Builder at the date of the Contract; and
 - (3) the Builder shall have complied with Sub-Clause (b) hereunder; and
 - (4) the Builder shall have made all reasonable efforts to avoid and minimize the effects such events have on the delivery of the Vessel.
- (b) The Builder shall notify the Buyer within ten (10) running days of when the Builder becomes aware of the occurrence of any event of delay on account of which the Builder asserts that it may have the right to claim an extension of the Delivery Date. A failure to so notify shall bar the Builder from claiming an extension to the Delivery Date. The Builder shall also advise the Buyer in writing (A) within two (2) running days of the ending of any event notified under this Clause that the event has ended, and (B) as soon as reasonably possible after (A), the length of extension of the Delivery Date claimed by the Builder.

35. Builder’s Guarantee

- (a) The Builder shall guarantee the Vessel against any Defects (see Definitions) provided such Defects are:
 - (i) discovered within the number of months stated in Box 20 (hereinafter “the Guarantee Period”) after delivery of the Vessel in accordance with Clause 28 (Delivery); and
 - (ii) notice thereof is given to the Builder as soon as reasonably possible after the discovery thereof and latest thirty (30) running days after the expiry of the Guarantee Period describing such Defects so far as reasonably practical (hereinafter called “Guarantee Defects”).
- (b) The Builder shall make any necessary repairs or replacements to rectify any Guarantee

Defects or damage to the Vessel caused as a direct and immediate consequence of such Guarantee Defects. Such repairs and replacements shall be made at the Shipyard or at the Port of Walvis Bay during the Guarantee period at the Builder's cost and expense.

- (c) The Buyer have the right to arrange for the necessary repairs to rectify any Guarantee Defects or damage to the Vessel caused as a direct and immediate consequence of such Guarantee Defects to be made elsewhere or obtain any necessary replacement parts and materials:
 - (i) if it is impractical to bring the Vessel to the Shipyard; or
 - (ii) if the Builder cannot supply necessary replacement parts and materials without impairing or delaying the operation or working of the Vessel.
- (d) In the event that the Buyer makes the necessary repairs or replacements at any other shipyard or works other than the Shipyard, the Buyer shall first, but as soon as possible, give the Builder notice of the time and place such repairs will be made. The Builder shall have the right, without prejudice, to inspect through its own representative the nature and extent of the Guarantee Defects to be replaced or repaired. The Builder shall, in such case, promptly advise the Buyer in writing, after such examination has been completed, of its acceptance or rejection of such Guarantee Defects as ones that are covered by the guarantee.
 - (i) The Builder shall pay the Buyer in the currency stated in Box 9 the reasonable cost and expenses of such repairs or replacements.
 - (ii) Where applicable, the Buyer shall return replaced parts to the Builder at the Builder's request and cost and expense provided the Builder makes such request at the time of the replacement. In the event that they are the subject of a dispute under Clause 42 (Dispute Resolution), the Builder shall hold the replaced parts available for inspection by the Buyer. Upon their replacement, the ownership of replaced parts shall revert to the Builder.
- (e) The Builder guarantees repairs or replacements to the Vessel made under sub-Clause (b) above for an additional Guarantee Period of the number of months stated in Box 21 from the date of completion of such repairs or replacements provided such work has been performed by the Builder or its Sub-contractors. The additional Guarantee Period shall, however, not end on a date earlier than the end of the original Guarantee Period for any such item.
- (f) If, as a result of the guarantee works, the Vessel has been lying idle continuously for a period in excess of thirty

(30) days, the Guarantee Period shall be extended by the total number of such days (counting from the first day the Vessel is idle) that fall within the Guarantee Period, whether or not other work was carried out during such period.
- (g) Without prejudice to any other rights the Buyer may have under this Contract, following the expiry of the Guarantee Period or in the event that the Builder is in breach of its obligation to rectify Guarantee Defects in accordance with this Clause, the Builder shall at the Buyer's request assign (to the extent to which it may validly do so) to the Buyer, or as the Buyer may direct, the right, title and interest of the Builder in and to all guarantees or warranties given by the Sub-contractors or suppliers of any of the materials or equipment used in the construction of the Vessel.

36. Guarantee Engineer

- (a) The Buyer shall have the right to require the Builder to, or the Builder may, appoint a Guarantee Engineer to attend onboard the Vessel for such portion of the Guarantee Period as the Buyer may reasonably require. The Buyer and its employees shall provide the Guarantee Engineer with full co-operation in carrying out his duties. The Guarantee Engineer shall act as the Builder's representative on board and shall give the Buyer full co-operation to enable the Buyer to obtain the most efficient use of the Vessel's machinery and equipment.
- (b) The Buyer shall provide the Guarantee Engineer with accommodation and provisions to a standard comparable to the Vessel's Chief Engineer, at no cost to the Builder. The Buyer shall pay the Builder the monthly lump sum stated in Box 24, or pro rata thereof for part of a month, as compensation for part of the cost and charges to be borne by the Builder in connection with the Guarantee Engineer. The Buyer shall also arrange and pay for the transportation of the Guarantee Engineer between the Vessel and his home country.
- (c) The Guarantee Engineer shall, at all times and in all respects, be deemed to be the employee of the Builder.
- (d) If the Buyer decides not to exercise its right to require the Builder to provide a Guarantee Engineer on board the Vessel, this shall not prejudice the Buyer's rights under the provisions of Clause 35 (Builder's Guarantee).

37. Responsibilities and exclusions from liabilities

Builder's exclusion Clauses

- (a) Liability for Defects discovered before or at the time of delivery

The Buyer's remedy for delay in delivery of the Vessel, or for Defects discovered before or at the time of such delivery, are set out in Clauses 8 to 13 inclusive and Clause 27(d) (Sea Trials – Method of Acceptance or Rejection).

- (b) Liability for Defects discovered after delivery

Except to the extent expressly provided in Clause 35 (Builder's Guarantee), the Builder shall have no liability in contract, tort (including negligence), breach of statutory duty or otherwise for:

- (i) any Defect discovered after delivery of the Vessel; or
 - (ii) any loss, damage or expenses caused as a consequence of such Defect (which shall include, but not be limited to, loss of time, loss of profit or earnings or demurrage directly or indirectly incurred by the Buyer).
- (c) Liability for third party replacement or repair

The Builder shall not be responsible for any Defects in any part of the Vessel which may, subsequent to delivery of the Vessel, have been replaced or in any way repaired by any contractor, other than the Builder or its Sub- contractors, or for any such Defects which have been caused in whole or part by omission or improper use or maintenance of the Vessel on the part of the Buyer or by ordinary wear and tear.

- (d) Implied terms

The guarantee contained in Clause 35 (Builder's Guarantee) replaces and excludes any other liability, guarantee, warranty and/or condition and/or innominate term imposed or implied by the law, customary, statutory or otherwise, by reason of the construction and sale of the Vessel by the Builder for and to the Buyer.

Mutual exclusion Clauses

(e) Liability following termination

In the event of termination in accordance with the provisions of Clause 39 (Suspension and Termination), neither Party shall have any liability to the other whatsoever or howsoever arising, except as expressly provided in that Clause.

In the event, however, that a Party fails to perform the Contract, or unequivocally indicates its intention not to perform it, in a way which thereby permits the other Party to treat the Contract as at an end other than under the terms of the Contract, any such claim that the other party may have shall not be limited or excluded by the terms of this Contract.

Responsibility Clauses

(f) Responsibility for death and personal injury

Each Party to this Contract shall accept responsibility and liability for the death and personal injury of its Personnel, unless the death or personal injury was inflicted by the other Party or its Sub-contractors with the intent to cause such death or injury, or recklessly and with knowledge that such death or injury would probably result.

Each Party further agrees to indemnify and hold harmless the other Party, as regards both liability and legal costs, in the event of claims relating to or resulting from death or personal injury of its Personnel against the Party who is not responsible for them under this Sub-Clause 37(f).

(g) Responsibility for damage to or loss of property

Unless otherwise provided in this Contract, each Party shall accept responsibility and liability for damage to or loss of its property and the property belonging to its Personnel unless such damage or loss was caused by the other Party or its Sub-contractors with the intent to cause such damage or loss, or recklessly and with knowledge that such damage or loss would probably result.

Each Party further agrees to indemnify and hold harmless the other Party, as regards both liability and legal costs, in the event of claims relating to or resulting from damage to or loss of property against the Party who is not responsible for them under this Sub-Clause 37(g).

38. Insurances

(a) Builder's Insurances

From the time of first steel cutting or equivalent (or delivery of the Buyer's Supplies, whichever is earlier) until the Vessel is completed, delivered to and accepted by the Buyer, the Builder shall (in the joint names (as assureds) of the Builder and the Buyer)

effect and maintain at no cost to the Buyer, Builder's Risk Insurance for the Vessel and Buyer's Supplies. Such Builder's Risk Insurance shall:

- (i) be provided by insurers reasonably acceptable to the Buyer; and
- (ii) be on terms no less wide than Institute Clauses for Builder's Risk terms (1/6/88) including Institute War and Institute Strike Clauses ; and
- (iii) be in an amount not less than the aggregate of the payments made by the Buyer to the Builder plus the value of the Buyer's Supplies at the Shipyard.

If specifically requested by the Buyer, the Builder shall increase the amount insured under the policy to cover the rebuilding costs of the Vessel or such other amount as the Buyer may request. Any additional premium charged for this shall be paid by the Buyer.

The Builder shall provide the Buyer with copies of the insurance policy as placed.

The Buyer shall notify the Builder of the value of any subsequent changes in the value of the Buyer's Supplies for insurance purposes. Upon receipt of notice of change in value the Builder shall amend the insured value for the Buyer's Supplies accordingly.

(b) Allocation of Insurance Proceeds

- (i) In the event that the Vessel is at any time prior to or at delivery damaged by any insured cause and provided such damage does not constitute an actual or constructive total loss of the Vessel, the Builder shall make good such damage and shall apply any amounts recovered under the insurance referred to in Sub-Clause (a) to the costs of any repair or replacement, including repair or replacement of lost or damaged Buyer's Supplies. Such damage shall be made good so as to comply with this Contract and all repairs shall be carried out in compliance with the requirements of the Classification Society and Regulatory Authorities as appropriate without qualification.
- (ii) Should the Vessel become an actual or constructive total loss from any insured cause:
 - (1) the Builder and the Buyer may agree that a new vessel is built or the Vessel reconstructed in accordance with the terms of this Contract provided agreement is reached in writing to an extension of the Delivery Date and/or any other necessary amendment to the Contract, in which case any amounts recovered under the insurance referred to in Sub-Clause (a) will be applied to the construction or reconstruction of the Vessel if appropriate; or
 - (2) If the Builder and Buyer are unable to agree within a reasonable time on an extension to the Delivery Date and/or any other necessary amendment to the Contract as provided for in Sub-Clause (b)(ii)(1) the Builder shall:
 - (i) promptly refund to the Buyer the full amount of sums paid by the Buyer to the Builder together with interest thereon at a rate per annum as stated in Box 30 from the date of payment to the date of refund; and
 - (ii) make payment to the Buyer of the insured value of the Buyer's Supplies or alternatively, at the Builder's cost, deliver the Buyer's Supplies to the Buyer in undamaged condition.

Once all payments have been made by the Builder to the Buyer in accordance with Sub-Clause (b)(ii)(2) this Contract shall be deemed terminated and all future rights and obligations of each of the Parties to the other shall cease whereupon the guarantees provided under this Contract shall be returned.

39. Suspension and Termination

(a) Buyer's Termination

The Buyer shall have the right to terminate this Contract forthwith upon giving notice in the event that:

- (i) the guarantor providing the Performance Guarantee on behalf of the Builder in accordance with Clause 14(b) (Guarantees – Builder's Performance Guarantee) is deemed insolvent pursuant to Sub-Clause (d) below, unless the Builder provides a replacement Performance Guarantee acceptable to the Buyer within 30 days of the Buyer's notice requiring a replacement Performance Guarantee to be provided, during which period no further payments shall be made to the Builder by the Buyer and provided that notice of termination is given before an acceptable replacement Performance Guarantee is received by the Buyer, or
- (ii) the Builder fails to perform any work relating to the construction of the Vessel for a running period of at least the number of days stated in Box 22(i), excluding Permissible Delays, provided that thereafter the Buyer gives the Builder at least the number of days' written notice stated in Box 22(ii) of its intention to terminate this Contract under this Clause and within that period the Builder fails to remedy its breach and provided further that the notice of termination is given before the Builder has remedied its breach; or
 - (1) the delivery of the Vessel is delayed by more than 180 days by virtue of events that fall within Clause 34(a)(i) (Permissible Delays – Force Majeure events); or
 - (2) the delivery of the Vessel is delayed by more than 180 days by virtue of events which do not fall within Clause 34(a)(i) or 34(a)(ii) (Permissible Delays); or
 - (3) the aggregate of delays to the delivery of the Vessel in (1) and (2) above is more than 270 days.

The Builder may at any time after the right to terminate has occurred give notice requesting that the Buyer either agrees to a new delivery date or terminates this Contract. Such new delivery date shall be a reasonable estimate by the Builder of the date when the Vessel will be ready for delivery. Within fifteen (15) days of the Builder's request, the Buyer shall notify the Builder of its decision. If the Buyer does not terminate this Contract then the new delivery date shall be deemed to be the Delivery Date provided it does not occur later than thirty (30) days prior to the expiry of the Performance Guarantee (Clause 14(b) (Guarantees – Builder's Performance Guarantee)). Notwithstanding Clause 34(a)(i) (Permissible Delays – Force majeure events) and this Clause 39(a)(iii)(1), (2) or (3) but subject to Clause 34(a)(ii) (Permissible Delays- Other events), if the Vessel is not delivered by that date, the Buyer shall have the right to terminate this Contract. The Builder's right to request the Buyer to agree a new delivery date shall operate on each and every occasion the events stated in this Sub-Clause (a)(iii) give rise to the Buyer's option to terminate.

- (iii) The reduction in speed would entitle the Buyer to a reduction in the Contract

Price greater than the amount stated in Box 13(ii); or

- (iv) The Buyer rejects the main engine and terminates the Contract in accordance with Clause 9(c)(ii)(2); or
- (v) The reduction in deadweight would entitle the Buyer to a reduction in the Contract Price greater than the amount stated in Box 15(iii); or
- (vi) The reduction in cubic capacity would entitle the Buyer to a reduction in the Contract Price greater than the amount stated in Box 16(iii); or
- (vii) The condition of the Vessel is deficient in the manner stated in Clause 12 (Other Deficiencies) and Box 17; or
- (viii) The Builder is in breach of Clause 14 (Guarantees).

(b) Builder's Termination

The Builder shall have the right to terminate this Contract forthwith upon giving notice to the Buyer in the event that:

- (i) The guarantor providing the Instalment Guarantee or Performance Guarantee on behalf of the Buyer under Clause 14(a) (Buyer's Instalment/Performance Guarantee) is deemed insolvent pursuant to Sub-Clause (d) below, unless the Buyer can provide a replacement Performance Guarantee acceptable to the Builder within 30 days and provided that notice of termination is given before an acceptable Buyer's Instalment or Performance Guarantee is received by the Builder; or
- (ii) The Buyer fails to pay any sums due under this Contract for a period of twenty-one (21) Banking Days provided that the Builder thereafter gives the Buyer at least 5 Banking Days notice of its intention to terminate under this Clause, and within that period the Buyer fails to remedy the breach and provided that notice of termination is given before the Buyer pays the outstanding sums due; or
- (iii) The Buyer fails to take delivery of the Vessel tendered in accordance with this Contract; or
- (iv) The Buyer is in breach of Clause 14 (Guarantees).

(c) Suspension of Work

Without prejudice to Sub-Clause (b) above the Builder shall have the right to suspend work under this Contract if the Buyer fails to pay any instalment stated in Box 11 due for a period of fifteen (15) Banking Days until payment of such outstanding sums.

(d) Deemed Insolvency

A Party or the guarantor providing the Refund Guarantee shall be deemed insolvent if proceedings are commenced against the insolvent Party or the guarantor for winding up, dissolution or reorganization (otherwise than for the purpose of amalgamation or reconstruction), liquidation, the appointment of a receiver, trustee or similar officer, bankruptcy, suspension of payments or similar events.

A Party shall have the right to terminate this Contract forthwith upon giving notice if the other Party or the guarantor is deemed insolvent.

(e) Effect of Buyer's Termination

If this Contract is terminated by the Buyer, the Builder shall refund all sums paid by the Buyer to the Builder under Clause 7 (Contract Price) and Clause 15 (Payments) hereof plus interest thereon at the rate stated in Box 30 per annum from the date of payment to the date of refund. The Builder shall also return the Buyer's Supplies, or if they cannot be returned, the Builder shall pay to the Buyer an amount equal to the Buyer's cost for such Buyer's Supplies.

(f) Effect of Builder's Termination

If this Contract is terminated by the Builder, the Builder shall have the right to retain the Buyer's Supplies together with any instalments paid by the Buyer and shall have the right and power either to complete or not to complete the Vessel as it deems fit but in any event shall sell the Vessel (either in its complete or incomplete form), including those Buyer's Supplies which are installed or have been utilized on board the Vessel, at the best price reasonably obtainable at a public or private sale on reasonable terms and conditions.

- (i) In the event of the sale of the Vessel in its complete form the proceeds of the sale received by the Builder shall be applied in the following order:
 - (1) to payment of all expenses incurred by the Builder in respect of the sale and otherwise incurred by the Builder as a result of the Buyer's default;
 - (2) to payment of all unpaid instalments of the Contract Price including any which would have been payable after the date of termination and interest on such instalments at the rate of interest stated in Box 30 from the respective due dates thereof to the date of application.
- (ii) In the event of the sale of the Vessel in its incomplete form the proceeds of sale received by the Builder shall be applied in the following order:
 - (1) to payment of all expenses incurred by the Builder in respect of the sale and otherwise incurred by the Builder as a result of the Buyer's default;
 - (2) to payment of all unpaid instalments of the Contract Price to the extent due but not yet paid at the date of termination and interest on such instalments at the rate of interest stated in Box 30 from the respective due dates thereof to the date of application;
 - (3) to payment of all costs of part construction of the Vessel less any paid instalments and less any sums credited under (2) above;
 - (4) to payment of the Builder's reasonable net loss of profit caused by the Buyer's default.
- (iii) In either of the above events if the proceeds of sale exceed the sums to which such proceeds are to be applied as aforesaid the Builder shall promptly pay any such excess to the Buyer without interest thereon, provided that the amount of such payment to the Buyer shall in no event exceed the total amount of instalments paid by the Buyer. The Builder shall at the same time either permit the Buyer to remove the Buyer's Supplies which are not installed or utilized onboard the Vessel (if any) from the Shipyard for the cost and expense of the Buyer, or give credit to the Buyer for the full value thereof.
- (iv) If the proceeds of sale are insufficient to pay the Builder the total amounts due from the Buyer as aforesaid, the Builder may sell the Buyer's Supplies which are not installed or utilized onboard the Vessel (if any) at the best price reasonably

obtainable at a public auction or private sale on reasonable terms and conditions, applying the proceeds of such sale toward the unsatisfied amounts due from the Buyer, and giving credit to the Buyer for any excess.

- (v) If the proceeds of sale are still insufficient to pay the Builder the total amounts due from the Buyer as aforesaid, the Buyer shall pay to the Builder the amount of such deficiency, plus interest at the rate stated in Box 30 to cover periods whenever payments from the Buyer became overdue.

40. Copyrights, Trade Marks and Patents

- (a) Where they are owned and supplied by a Party, that Party shall retain all copyright, trade mark, patent or similar rights (hereinafter called "Intellectual Property Rights") with respect to the Specification, Plans and Drawings, technical descriptions, calculations, test results and other data, and information and documents concerning the design and construction of the Vessel. The other Party undertakes not to disclose the same or divulge any information contained therein to any third parties without the prior written consent of the first Party, except where it is necessary for usual operation, repair and maintenance of the Vessel and to subsequent owners.
- (b) Each Party shall ensure that any manufacture and/or supply according to specifications, drawings, models or other instructions supplied by it shall not infringe any Intellectual Property Rights of third parties. Should claims nevertheless be made against the other Party in respect of Intellectual Property Rights arising out of or in any way related to the performance of the Contract, the first Party shall keep the other Party indemnified against the cost of such claims, including any legal costs in connection therewith.
- (c) For the purpose of this Sub-Clause (c), "Information" means technical information relating to the Vessel designated by one Party as confidential, except information which corresponds in substance to information which:
 - (i) was developed by and in possession of the other Party prior to first receipt from the first Party; and/or
 - (ii) at the date hereof or hereafter, through no wrongful act or failure to act on the part of the other Party, enters the public domain.

Where it is necessary during the performance of this Contract for the first Party to make information available to the other Party, the other Party shall hold all such Information in confidence and not disclose it to any third parties or use it for any purpose other than as provided herein without the prior written consent of the first Party, which shall not be unreasonably withheld.

41. Governing law

This Contract shall be subject to Namibian law unless another law is stated in Box 23(a) in which case the law stated in Box 23(a) shall apply.

42. Dispute Resolution

- (a) Classification/Regulatory Authorities

Any dispute concerning the Vessel's compliance or non-compliance with the rules, regulations and requirements of the Classification Society or other Regulatory Authorities shall be referred to the Classification Society or other Regulatory Authorities, as the case may be, the final decision of which shall be final and binding upon the Parties

hereto. All other disputes shall be referred to expert determination or arbitration in accordance with Sub-Clauses (b) through (e).

(b) Expert determination

Unless Sub-Clause (a) applies or Sub-Clauses (c) to (e) apply, in the event that a dispute arises under this Contract either Party may require by notice in writing to the other Party that such dispute be referred to an independent third party (an "Expert") as the Parties jointly nominate in writing, subject to the following procedure:

- (i) if the Parties fail to nominate an Expert within seven (7) days of the date of the notice referred to in this Sub- Clause (b), the dispute shall be resolved in accordance with Sub-Clauses (c) to (e) below;
- (ii) the Expert shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the Parties;
- (iii) the Expert's determination shall be conducted in accordance with the following rules, unless otherwise agreed by the Parties:
 - (1) the Parties may make written representations within seven (7) days of the Expert's appointment and shall copy in full such written representations to the other Party within such time period;
 - (2) the Parties shall have a further seven (7) days to make written comments on each other's representations and shall copy in full such written comments to the other Party within such time period;
 - (3) the Expert may call for such other documents and written evidence from the Parties as the Expert may reasonably require and the Parties shall provide such documents and written evidence within the period specified by the Expert. The Parties shall copy, in full, such documents and written evidence to the other Party within such time period provided that if either Party claims any such information is confidential to it then, provided in the reasonable opinion of the Expert that Party has properly claimed the same as confidential, the Expert shall not disclose the same to the other Party or to any third party;
 - (4) the Expert shall decide whether or not to take oral representations from or on behalf of either Party, but if he does so he shall give the other Party the opportunity to be present;
 - (5) the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and give full reasons for his decision; and
 - (6) the Expert shall use all reasonable endeavors to publish his decision within twenty-eight (28) days of his appointment.
- (iv) Unless the Parties agree otherwise, each Party shall bear its own costs of a reference to the Expert, and fees and expenses of the Expert shall be borne equally between the Parties.
- (v) Without prejudice to the rest of this Sub-Clause (b) the Parties shall consider on an ongoing basis whether or not it would be suitable to refer any dispute to an Expert or to enter into mediation in accordance with Sub- Clause (e).

(c) * Arbitration

Unless Sub-Clause (a) or (b) applies and unless Box 23(b) states a place other than London, any dispute arising out of or in connection with this Contract shall be referred to arbitration in Walvis Bay Namibia in accordance with the Namibian Laws or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both Parties as if he had been appointed by agreement.

Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

- (d) *Unless Sub-Clauses (a), (b) or (c) apply, any dispute arising out of or in connection with this Contract shall be referred to arbitration at the place stated in Box 23(b), subject to the procedures applicable there.
- (e) Notwithstanding Sub-Clauses (c) and (d) above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.

In the case of a dispute in respect of which arbitration has been commenced under (c) or (d) above, the following shall apply:

- (i) Either Party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party of a written notice (the "Mediation Notice") calling on the other Party to agree to mediation.
- (ii) The other Party shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either Party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator.
- (iii) If the other Party does not agree to mediate, that fact may be brought to the

attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the Parties.

- (iv) The mediation shall not affect the right of either Party to seek such relief or take such steps as it considers necessary to protect its interest.

2.

- (v) Either Party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

- (vi) Unless otherwise agreed or specified in the mediation terms, each Party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses.

- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The Parties should be aware that the mediation process may not necessarily interrupt time limits.) * Sub-Clauses (c) and (d) are alternatives; state place of dispute resolution in Box 23(b). If Box 23(b) is not appropriately filled in, Sub-Clause (c) of this Clause shall apply.

SECTION 6 – SUNDRY

43. Notices

- (a) All notices given by either Party or their agents to the other Party or their agents in accordance with the provisions of this Contract shall be in writing and shall, unless specifically provided in this Contract to the contrary, be sent to the address for that other Party as set out in Box 2 or Box 3 as appropriate or to such other address as the other Party may designate in writing.
- (b) A notice may be sent by post, facsimile, electronically or delivered by hand in accordance with Sub-Clause (a).
- (c) Any notice given under this Contract shall take effect on receipt by the other party and shall be deemed to have been received:
 - (i) if posted, on the seventh (7th) day after posting;
 - (ii) if sent by facsimile or electronically, on the day of transmission;
 - (iii) if delivered by hand, on the day of delivery.

And in each case proof of posting, transmission or handing in shall be proof that notice has been given.

44. Effective date of Contract

- (a) This Contract shall become effective when the conditions stated in Box 25 have been satisfied. If no conditions are stated in Box 25 then the effective date of the Contract shall be the date stated in Box 1. The Parties shall immediately notify each other when

the conditions stated in Box 25 relevant to that Party have been satisfied.

- (b) If any of the conditions referred to above have not been satisfied within the number of days stated in Box 26 after the date of this Contract stated in Box 1, this Contract shall be deemed null and void and both Parties shall immediately be relieved of any obligations or liabilities to the other Party under this Contract.

45. Assignment

- (a) Builder's assignment

The Builder shall have the right to assign the benefits of this Contract to the Builder's financiers for the purpose of securing the Builder's financing.

- (b) Buyer's assignment

- (i) The Buyer shall have the right to assign the benefits of this Contract to the Buyer's financiers for the purpose of securing the Buyer's financing.

- (ii) The Buyer shall have the right, subject to the Builder's consent which shall not be unreasonably withheld, to not assign, transfer or novate this Contract to any other third party.

46. Options

The Buyer shall have the option for the construction by the Builder of additional vessels as stated in Box 27 at the contract price and delivery dates stated in Box 28, but otherwise on the same terms and conditions as this Contract with logical amendments. Such option must be declared by the Buyer to the Builder within the number of months stated in Box 29 following the Effective date of this Contract referred to in Clause 44 (Effective date of Contract).

47. Entire Agreement

This Contract constitutes the entire agreement between the Parties and no promise, undertaking, representation, warranty or statement by either Party prior to the date of this Contract stated in Box 1 shall affect this Contract. Any modification of this Contract shall not be of any effect unless in writing signed by or on behalf of the Parties.

48. Third party rights

Unless expressly identified in this Contract, no third parties shall have the right to enforce any term of this Contract.

Section VII. Special Conditions of Contract

Section VIII - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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CONTRACT AGREEMENT

Design, Manufacture, Commissioning and Delivery of one Self-righting Pilot boat for the Port of Walvis Bay

BETWEEN



THE NAMIBIAN PORTS AUTHORITY

established and incorporated in terms of the Namibian Ports Authority Act No. 2 of 1994, with registration number CY/1994/0002 and its principal place of business situated at No.17 Rikumbi Kandanga Road, Walvis Bay, Republic of Namibia

(represented herein by **Andreas Kanime**, in his capacity as **Chief Executive Officer** and him warranting to be duly authorized thereto)

(hereinafter called "**the Buyer**")

and

A company incorporated under the Laws of With registration number, and its principal place of business situated at

(herein represented, in his/her capacity as, and him warranting to be duly authorised thereto

(hereinafter called "**the Seller**")

(Individually referred to as "the Party" and jointly as "the Parties")

THIS CONTRACT AGREEMENT is made on this _____ day of 2026

WHEREAS WHEREAS the Buyer invited bids for certain Goods and related services, viz., Design, Manufacture, Commissioning and Delivery of one Self-righting Pilot boat for the Port of Walvis Bay and has accepted a Bid by the Seller for **Design, Manufacture, Commissioning and Delivery of one Self-righting Pilot boat for the Port of Walvis Bay** in the sum of **NAD** (xxxxxx) **VAT EXCLUSIVE** (hereinafter called “the Contract Price”).

AND WHEREAS The Seller shall , offer , test and survey, launch, equip, complete, sell and deliver the Pilot Boat to the Buyer, all in accordance with good international shipbuilding and marine engineering practice.

Now it is agreed as follows:

The following documents shall constitute the Contract between the Buyer and the Seller, and each shall be read and construed as an integral part of the Contract:

- (a) The Buyer’s bidding document
- (b) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (c) This BIMCO Agreement and its annexures
- (d) The Seller’s Bid and original Price Schedules
- (e) The Buyer’s Notification of Award

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

1. Place and date of Contract (Cl. 3, Cl. 44(b), Cl. 47) 26.09.2025, Walvis Bay	
2. Seller’s name, full style address and contact details (Definitions) Name: Address: Country : Phone/Fax : : E-mail: Company registration No. Additional names, addresses and contact numbers:	3. Buyer’s name, full style address and contact details (Definitions) Name: THE NAMIBIAN PORTS AUTHORITY Address: No.17 Rikumbi Kandanga Road, Walvis Bay, Republic of Namibia Country: Namibia Phone/Fax: +264 64 208 2217/ 208 2266 E-mail: procurement@namport.com.na or m.deklerk@namport.com.na or o.amunkete@namport.com.na Company registration No.

<p>4. Pilot Boat description/type (Definitions, Cl. 2(b))</p>	<p>State Pilot boat type:</p> <ul style="list-style-type: none"> (i) Dry bulk carrier: (ii) Tanker: (iii) Container Pilot Boat: (iv) Other (state type): Pilot Boat 	
<p>A. Main dimensions (Cl. 2(b)):</p> <ul style="list-style-type: none"> (i) LOA (32.86m): (ii) Length between perpendiculars (28.09m) (iii) Deadweight capacity DWT (mts): 499T (iv) Mean draft in salt water (4m) <p>To be determined during the design phase</p>	<p>B1. Cargo capacity</p> <p>N/A</p>	<p>B2. TEU carrying capacity (only if applicable) (state number of containers):</p> <ul style="list-style-type: none"> (i) only if applicable) (state number of containers): (ii) Total on deck (iii) 20"/40"/45" TEU: N/A (iv) No. of reefers: N/A (v) Total under deck (vi) 20"/40"/45" TEU: N/A (vii) No. of reefers: N/A (viii) No. of TEU homogenous loaded at 14 mts.

<p>C. Main engine(s): (Cl. 2(b)(ii), Cl. 2(b)(iv) and Cl. 9)</p> <p>(i) Maker/Type:</p> <p>(ii) Max. Continuous Rating (MCR) (kilowatts at MCR):</p> <p>(iii) RPM at MCR: 750RPM</p> <p>(iv) Specific Fuel Oil Consumption at MCR:</p> <p>(v) Normal Continuous Rating (NCR):</p> <p>(vi) RPM at NCR: N/A</p> <p>(vii) Type of fuel and specification (including Calorific Value (kcal/kg)):</p>	
<p>D. Average speed (Cl. 2(b)(i) and Cl. 8)</p> <p>(i) Service speed at design draft (m):</p> <p>(ii) Min. number of knots at free running speed:</p> <p>(iii) Engine output (kilowatts at MCR):</p> <p>(iv) Percentage of engine's max. continuous power/sea margin:</p> <p>(v) RPM:</p>	<p>E. Other matters (optional)(state any other technical requirements for the particular Pilot boat type) (Cl. 2(b)(vi) and Cl. 12): N/A</p>
<p>5. Shipyard(s) (if different from Box 2) (Full style address and contact details) (Definitions)</p> <p>Name:</p> <p>Address:</p> <p>Country:</p> <p>Phone/Fax:</p> <p>E-mail:</p>	
<p>6. Seller's Hull Number (Definitions, Cl. 2(a))</p> <p>To be determined during the project.</p>	<p>7. Flag State: Flag of Registry before delivery.</p>
<p>8. Classification Society/Class Notation:</p> <p>The Pilot Boat shall be built in accordance with the very best shipbuilding practice and Class notations should demonstrate that the Pilot Boat has been built and equipped in accordance with the stringent rules and standards of a recognized classification society.</p> <p>Name:</p> <p>Address:</p> <p>Country: Phone/Fax:</p> <p>E-mail:</p>	<p>9. Contract Price and Currency (Definitions, Cl. 7)</p> <p>a) Contracts Price: N\$ (VAT Included)</p> <p>b) All amounts payable to the supplier shall be made in xxxxxx</p> <p>c) On the payment date, the Seller shall invoice the buyer in NAD, and The Buyer shall convert the invoiced NAD amount into the equivalent amount in USD according to Standard Bank Namibia's buying rate at midday in Namibia from NAD to USD on the date of the payment and remit the payment in USD to the Seller's designated bank account.</p>

	<p>d) The Buyer's payment obligation is strictly limited to the NAD amount specified in each invoice. Any currency conversion from NAD to USD or any other currency shall be for the Seller's account only</p> <p>e) The Contract Price is fixed and denominated exclusively in Namibian Dollars (NAD). The Seller shall issue all invoices in NAD in accordance with the milestone payment schedule set forth in this Agreement.</p>
<p>10. Contractual Date of Delivery:</p> <p>4 Months from date of signature of the Contract</p>	<p>11. Payment Amounts and Time Due (Definitions, Cl.7, Cl.15, Cl.39(c))</p> <ul style="list-style-type: none"> • First payment material on site – • Second payment on testing on site – • Third payment on provisional registry on Namibian Flag – • Fourth payment on successful delivery in Walvis Bay – • Final payment –: 12 Months after delivery and acceptance in Walvis Bay
<p>12. Seller's Bank Account Details (Cl. 15(d))</p> <p>Name of the bank:</p> <p>Country:</p> <p>Phone/Fax:</p> <p>E-mail:</p> <p>Sort code:</p> <p>(USD) :Swift code :</p> <p>Account number:</p> <p>Account name:</p>	
<p>13. Speed Deficiency (Cl. 8, Cl. 39(a)(iv))</p> <p>(i) Contract Price reduction amount: 0.5% of the contract price for each whole 1/10th of a knot reduction in speed in excess of 2/10ths of a knot as liquidated damages.</p> <p>(ii) Maximum amount: up to a maximum amount of 10% of the Contract price</p> <p>If the actual trial speed is less than [12] knots, the Employer,</p>	

<p>at its option, may reject the Pilot Boat and rescind the Contract.</p>		
<p>14. Excessive Fuel Consumption (Cl. 9, Cl. 39(a)(v))</p> <p>(i) Contract Price reduction amount: N/A</p> <p>(ii) Maximum amount: (state monetary limit): N/A</p>		<p>15. Deadweight Deficiency (Cl. 10, Cl. 39(a)(vi))</p> <p>(i) Deadweight tolerance: N/A</p> <p>(ii) Contract Price reduction amount: N/A</p> <p>(iii) Maximum amount: (state monetary limit): N/A</p>
<p>16. Cubic Deficiency (Cl. 11, Cl. 39(a)(vii))</p> <p>(i) Cubic capacity tolerance: N/A</p> <p>(ii) Contract Price reduction amount: N/A</p> <p>(iii) Maximum amount: (state monetary limit): N/A</p>		<p>17. Other Deficiencies (Optional)(Cl. 12, Cl. 39(a)(viii)) N/A</p>
<p>18. Late Delivery Compensation (Cl. 13)</p> <p>(i) Amount per day: 0.16 % of the contract price</p> <p>(ii) Maximum amount: up to 10% of the contract price</p>		<p>19. Guarantees (Cl. 14(a) and (b))</p> <p>(a) Buyer's guarantees: N/A</p> <p>Seller's's guarantee</p> <p>(a) Number of days after signing Contract: 30 days</p> <p>(b) Seller's guarantee</p> <p>Seller Performance Security: Performance Guarantee shall be 5% of Contract Price denominated in Namibian Dollars or US Dollars, issued at Contract signing; unconditional on first demand; returned upon delivery against Delivery and Acceptance of the Pilot Boat at the Port of Walvis Bay</p> <p>Number of days after signing Contract: 30 Days</p>
<p>20. Guarantee Period</p> <p>12 months From the date of delivery and Acceptance at the Port of Walvis Bay</p>	<p>21. Additional Guarantee Period (Cl. 35(e))</p> <p>N/A</p>	<p>22. Suspension and Termination (Cl. 39)</p> <p>(i) Running period (state number of days): 30 days</p> <p>(ii) Notice period (state number of days): 15 days</p>
<p>23. Governing law and Dispute Resolution (Cl. 41 and Cl. 42)</p> <p>(a) Governing law: Namibian laws</p> <p>Place of dispute resolution: Walvis Bay, Namibia</p>		

<p>24. Effective Date of Contract (state conditions to be fulfilled) (Cl. 44(a))</p> <p>5% of the contract price as performance Guarantee and Advance payment guarantee to be provided if advance payment is required</p>	<p>25. And 26. State the number of days within which conditions have to be satisfied (Cl. 44(b))</p> <p>30 days from date of signature of the contract</p>
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<p>27. Optional additional Pilot Boat (state number) (Cl. 46): None</p>	<p>28. Optional additional Pilot Boat contract price and delivery date (Cl. 46): N/A</p>
<p>29. Declaration of Options (state number of months after Effective date) (Cl. 46): N/A</p>	<p>30. Interest (state rate of interest) (Cl. 18, Cl. 38(b)(ii)(2)(i), Cl. 39(e), Cl. 39(f)(i)(2), Cl. 39(f)(ii)(2) and Cl. 39(f)(v))</p> <p>Prime lending rate charged by the Bank of Namibia. The Buyer shall only pay interest to the Seller if payment is delayed with 6 days from the date when the invoice is due and payable.</p>
<p>31. Buyer's Guarantor (state name of bank or party as appropriate, full style address and contact details) (Cl. 14(a))</p> <p>N/A</p>	<p>32. Seller's Guarantor (state name of bank or party as appropriate, full style address and contact details) (Cl. 14(b), Cl. 27(d)(iv)(3))</p> <p>Name: Address: Country: Phone/Fax: E-mail:</p>
<p>33. Additional Annexes</p>	<p>34. Numbers of Additional Clauses</p>

This Contract consists of PART I including additional clauses, if any agreed and stated in Box 34, and PART II as well as any Annexes agreed and attached hereto and shall be performed subject to the conditions contained herein. In the event of a conflict of conditions the provisions of PART I shall prevail over those of PART II to the extent of such conflict, but no further.

The Specification, Maker's List, Plans, and/or Drawings hereafter approved by the Buyer shall form part of this Contract, but in the event of conflict between the provisions of this Contract and the Specification, Maker's List, Plans and/or drawings, the provisions of this Contract shall prevail. In the event of inconsistency between the Specification and Maker's List, on the one hand and the Plans and/or Drawings on the other, the Specification/Maker's List shall prevail. In the case of inconsistency between any of the Plans and/or Drawings, the later in date shall prevail.

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

FOR AND ON BEHALF OF THE BUYER:

**ANDREAS KANIME
CHIEF EXECUTIVE OFFICER**

AS WITNESSES

**EVELINA TOMAS
CHIEF LEGAL ADVISOR**

**RICHARD IBWIMA
EXECUTIVE: PORT OPERATIONS**

AND COMPANY SECRETARY

FOR AND ON BEHALF OF THE SELLER:

THUS DONE and SIGNED at _____ on this _day of _____ 2026.

MANAGING DIRECTOR

AS WITNESSES

WITNESS

WITNESS

APPENDIX TO CONTRACT

PERFORMANCE SECURITY (BANK GUARANTEE)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Employer]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not DABexceeding *[insert amount(s)⁴ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,⁵ and any demand for payment under it must be received by us at this office on or before that date.

.....**Bank's seal and authorized signature(s)**

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

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