



OHANGWENA REGIONAL COUNCIL

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT, OHANGWENA REGION.**

GRAVEL ROADS

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

*Bids should be deposited in a bid box at Ohangwena Regional Council Office, 113 Church Street, Eenhana, not later than **17 September 2026 at 10H00***

Prepared for:



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Private Bag 88011
Eenhana, Namibia
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Prepared by the Engineer:



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BIDDER'S DETAILS

Bidder: _____

Representative: _____

Tel: _____

Cell: _____

Fax: _____

E-Mail: _____

Bid Amount: _____

Contract Period:
(Calendar Days) _____

SEPTEMBER 2026

OPEN NATIONAL BIDDING (ONB)

Bid description: CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME SETTLEMENT, OHANGWENA REGION.

Bid reference no: W/ONB/OHRC17-02/2026/2027

Contract Period: Three (3) Months

Documents: Available from Ohangwena Regional Council, Finance Office
As well at the Procurement Portal Website: egp1.gov.na

Levy: NS 300.00 [Non-refundable]

Date of issue: 17 September 2026

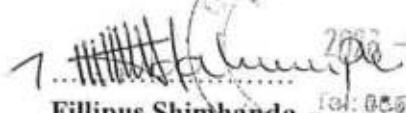
Pre- Bid Meeting: 23 September @ 09h00 Omungwelum Settlement Office (**Compulsory**)

Closing Date and Time: 07 October 2026 @ 10h00

Submission of Bids: Sealed envelope(s) to be deposited, directly into the bid box at Ohangwena Regional Council Office, Reception Area, 113 Church Street, Eenhana Town

Enquiries Technical & Administration: Hendrina Linus Tel: +264-833410152
Etuhole I. Haimbili: Tel: +26465 264314

Request for clarification: Clarification must be done in writing on or before Monday 28 September 2026 and should be address to Head of Procurement Management Unit at: procurement@ohangwenarc.gov.na;


Phillipus Shimhanda
HEAD OF PROCUREMENT MANAGEMENT UNIT



CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT,

GRAVEL ROADS.

PART A: SCHEDULE OF DOCUMENTS

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT, OHANGWENA REGION**

GRAVEL ROADS.

PART A: SCHEDULE OF DOCUMENTS

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT,

GRAVEL ROADS.

PART A: SCHEDULE OF DOCUMENTS

SCHEDULE OF DOCUMENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>	<u>COLOUR</u>
Part A	Schedule of Documents	A/0 – A/1	White
Part 1	Bidding Procedures		
Section I	Instructions to Bidders (ITB)	I/0 – I/14	Blue
Section II	Bidding Data Sheet (BDS)	II/0 – II/5	Rose
Section III	Bidding Forms	III/0 – III/19	Green
Section IV	Evaluation Criteria Section	IV/0 – IV/6	White
Part 2	Employer's Requirements		
Section V1	Project Specifications Section	V1/0 – V1/58	Blue
Section V2	Activity Schedule	V2/0 – V2/11	Yellow
Section V3	Bidding Drawings	V3/0 - V3/1	Green
Part 3	Conditions of Contract and Contractual Forms		
Section VI	General Conditions of Contract	VI/0 – VI/22	White
Section VII	Special Conditions of Contract	VII/0 – VI/18	Rose
Section VIII	Contract Forms	VIII/0 – VIII/7	White
Part 4	Bidding Drawings		

A3-size drawings (not to scale) for Bidding purposes have been included. Once the successful Bidder is appointed, three (3) sets of complete to-scale A1 drawings will be issued for construction purposes.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUIME
SETTLEMENT, OHANGWENA REGION**

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES

SECTION I: INSTRUCTIONS TO BIDDERS

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

Section 1 - Instructions to Bidders

Table of Contents

A.	General.....	3
1.	Scope of Bid.....	3
2.	Source of Fund.....	3
3.	Public Entities Related to Bidding Documents & to application for review	3
4.	Fraud and Corruption.....	3
5.	Eligible Bidders	4
6.	Qualifications of Bidders	5
B.	Contents of Bidding Document.....	6
7.	Sections of Bidding Document.....	6
8.	Clarification of Bidding Document.....	7
9.	Site visit/Pre-bid meeting	7
10.	Amendment of Bidding Document.....	7
C.	Preparation of Bids	7
11.	Cost of Bidding.....	7
12.	Language of Bid	7
13.	Documents Comprising the Bid	7
14.	Bid Submission Form and Schedules	8
15.	Alternative Proposal.....	8
16.	Bid Prices and Discounts	8
17.	Currencies of Bid and Payment	9
18.	Documents Comprising the Technical Proposal.....	9
19.	Period of Validity of Bids	9
20.	Bid Security/Bid Securing Declaration	9
21.	Format and Signing of Bid	9
D.	Submission and Opening of Bids	9
22.	Sealing and Marking of Bids	10
23.	Deadline for Submission of Bids	10
24.	Late Bids	10
25.	Withdrawal, Substitution, and Modification of Bids	10
26.	Bid Opening	10
E.	Evaluation and Comparison of Bids	10
27.	Confidentiality.....	10
28.	Clarification of Bids	11
29.	Determination of Responsiveness	11
30.	Nonconformities, Errors, and Omissions	11
31.	Correction of Arithmetical Errors.....	11
32.	Margin of Preference.....	12
33.	Evaluation of Bids	12
34.	Comparison of Bids.....	12
35.	Qualification of the Bidder.....	12

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids 12

F. Award of Contract..... 12

37. Award Criteria	12
38. Notification of Award	12
39. Signing of Contract.....	13
40. Performance Security.....	13
41. Advance Payment and Security	13
42. Plant and Materials on site.....	13
43. Debriefing.....	13

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

Section I - Instructions to Bidders

A. General

- | | |
|--|---|
| 1. Scope of Bid | <p>1.1 The Public Entity as defined¹ in Section II "Bidding Data Sheet" (BDS), also referred to herein as the Employer, invites bids for the construction of Works, as described in the BDS and Section VII, "Special Conditions of Contract" (SCC).</p> <p>The name and identification number of the Contract are provided in the BDS and the SCC.</p> <p>1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period specified in the BDS.</p> <p>1.3 Throughout these bidding documents, the terms:</p> <ul style="list-style-type: none">(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;(c) "day" means calendar day unless otherwise stated. |
| 2. Source of Fund | <p>2.1 The Works shall be financed by the Public Entity's own budgetary allocation, unless otherwise stated in the BDS.</p> |
| 3. Public Entities Related to Bidding Documents & to application for review | <p>3.1 The public entities related to these bidding documents are the Public Entity, acting as procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)</p> <p style="margin-left: 40px;">The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia</p> |
| 4. Fraud and Corruption | <p>4.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.</p> <p>4.2 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;</p> |

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

For the purposes of this Sub-Clause:

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

4.3. 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.mof.gov.na/procurement-policy-unit

5. Eligible Bidders

- 5.1 A Bidder may be a natural person, private entity, or government-owned entity, 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.
- 5.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) they have a controlling partner in common; 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

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

- (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) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - (g) a Bidder, or any of its affiliates, has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.
- 5.3 (a) A bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified
- (b) 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.
- 5.4 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.
- 6. **Qualifications of Bidders**
 - 6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
 - (b) total monetary value of construction works performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years or as otherwise **stated in the BDS**; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site personnel and technical personnel proposed for the contract;
 - (f) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies;

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to seek references from the Bidder's bankers; and
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards;
 - (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) A minimum average annual financial amount of construction work over the period **specified in the BDS**.
 - (b) Experience as prime contractor in the construction of a minimum number of works of a nature and complexity equivalent to the Works over a period as **specified in the BDS** (To comply with this requirement, works cited should be at least 70 percent complete);
 - (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
 - (d) A Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS**; and
 - (e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.²

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

B. Contents of Bidding Document

7. Sections of Bidding Document

- 7.1 The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 10.

Section I - Instructions to Bidders (ITB)
Section II- Bidding Data Sheet
Section III - Evaluation Criteria
Section IV - Bidding Forms

² Usually the equivalent of the estimated payments flow over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the Government shall pay the Contractor's monthly certificates.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

Section V - Employer's Requirements
Section VI – General Conditions of Contract
Section VII- Special Conditions of Contract
Section VIII - Contract Forms

- 7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
8. Clarification of Bidding Document
- 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.
- The Employer will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline for submission of bids.
- 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 10.
9. Site visit/Pre-bid meeting
- 9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.
- 9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as provided for in the BDS. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
10. Amendment of Bidding Document
- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

C. Preparation of Bids

11. Cost of Bidding
- 11.1 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 irrespective of the outcome of the bidding process.
12. Language of Bid
- 12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in the English Language.
13. Documents Comprising the Bid
- 13.1 The Bid shall comprise the following:
- (a) Bid submission Form (in the format indicated in Section III);
 - (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;

OHANGWENA REGIONAL COUNCIL

PROCUREMENT REF. NO.:
W/ONB/OHRC17-02/2026/2027CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

(c) completed Bill of Quantities / Activity Schedule;

(d) the following documentary evidence is required

1. have a valid company Registration Certificate;
2. have an original valid good Standing Tax Certificate;
3. have an original valid good Standing Social Security Certificate;
4. have a valid certified copy of Affirmative Action Compliance Certificate, proof from the Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
5. have a certificate indicating SME Status (for Bids reserved for SMEs);
6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant with the relevant laws, Remuneration Order, and Award, where applicable, and that it will abide by sub-clause 4.6 of the General Conditions of Contract if it is awarded the contract or part thereof; and

- | | |
|--|---|
| 14. Bid Submission Form and Schedules | 14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided. |
| 15. Alternative Proposal | 15.1 Alternative Technical Proposals and completion dates, if allowed, shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section III. |
| 16. Bid Prices and Discounts | <p>16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule³ submitted by the Bidder.</p> <p>16.2 Bidders shall fill in rates and prices for all items of the Works described in the drawings and specifications and listed in the Activity Schedule.⁴ Items for which no rate or price is entered by Bidders shall not be paid for by the Public Entity when executed and shall be deemed covered by the other rates and prices in the Schedule of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.</p> <p>16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by Bidders.⁵</p> <p>16.4 The price to be quoted in the Bid Submission Form shall be the total price of the bid after any discount offered.</p> |

³ In lump sum contracts, delete "priced Bill of Quantities" and replace with "priced Activity Schedule."

⁴ In lump sum contracts, delete "described in the Bill of Quantities" and replace with "described in the drawings and specifications and listed in the Activity Schedule."

⁵ In lump sum contracts, delete "rates, prices, and."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

The discount, if any, and the conditions of its application shall be indicated separately.

17. Currencies of Bid
and Payment

17.1 The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract unless otherwise **specified in the BDS**.

17.2 Unless otherwise **specified in the BDS**, interim payment for Plant and Material on site is applicable as per GCC 39.7.

18. Documents
Comprising the
Technical Proposal

18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Form (section III), in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.

19. Period of Validity of
Bids

19.1 Bids shall remain valid for a period **specified in the BDS**. The Bid Validity period should not exceed 180 days.

19.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

20. Bid Security/Bid
Securing Declaration

20.1 The Bidder shall furnish either a subscription to a Bid Securing Declaration or a Bid Security in its original form with its bid as part of its bid, if so **required in the BDS**.

20.2 Bid Security shall be in the form of a Bank Guarantee from a local commercial bank as per the format contained in section IV and shall be valid for a period of 30 days beyond the validity period of the bid or beyond any period of extension.

20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in accordance with ITB 20.1, shall be rejected by the Employer as non-responsive.

20.4 Bid Security shall be forfeited, or the Bid Securing Declaration exercised for non-compliance on the part of the Bidder for reasons mentioned in the Bid Security format contained in Section IV or the Bid Securing Declaration contained as Appendix to the Bid Submission Form.

21. Format and Signing
of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 13.1 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit the number of copies **as specified in the BDS**, clearly marked with the label "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.

D. Submission and Opening of Bids

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

- 22. Sealing and Marking of Bids**
- 22.1 Bidders may always submit their bids by mail or by hand. 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 15, 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-Clause 22.2.
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer as indicated in ITB 22.1;
 - (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.
- 23. Deadline for Submission of Bids**
- 23.1 Bids shall be delivered to the Employer at the address and no later than the time and date **specified in the BDS**.
- The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 10.
- 24. Late Bids**
- 24.1 Late bids shall not be considered. They will be returned unopened
- 25. Withdrawal, Substitution, and Modification of Bids**
- 25.1 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 Bid submission Form or any extension thereof.
- 26. Bid Opening**
- 26.1 The Employer shall open the bids at the time, place and address **specified in the BDS** in the presence of Bidders' designated representatives who choose to attend.
- 26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.
- E. 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.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO 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.
- 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. 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 31.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section V (Employer's Requirements) have been met without any material deviation, reservation or omission.
- 29.4 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.
- 30. Nonconformities, Errors, and Omissions**
- 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation to rectify non-material nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable non-material nonconformities related to the Bid Price.
- 31. Correction of Arithmetical Errors**
- 31.1 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.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

- | | |
|--|---|
| 32. Margin of Preference | 32.1 Unless otherwise specified in the BDS, Margin of preference shall not apply. |
| 33. Evaluation of Bids | 33.1 The Employer shall use the criteria and methodology defined in Section IV – Evaluation Criteria and no other evaluation criteria or methodologies shall be permitted. |
| | 33.2 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; and |
| | (b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section III, and Margin of Preference, if applicable. |
| | 33.3 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 Bid Submission Form, is specified in Section III (Evaluation and Qualification Criteria). |
| | 33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates 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 after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder. |
| 34. Comparison of Bids | 34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid. |
| 35. Qualification of the Bidder | 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria. |
| 36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids | 36.1 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. |

F. Award of Contract

- | | |
|----------------------------------|---|
| 37. Award Criteria | 37.1 Subject to ITB 36.1, 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. |
| 38. Notification of Award | 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amounts above the prescribed threshold of N\$ 2 M, |

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION I: INSTRUCTIONS TO BIDDERS

notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by a Notification of Award for award of 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. Within seven days from the issue of notification of award, the Purchaser shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
- (ii) an executive summary of the Bid Evaluation Report.

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

39. Signing of Contract

39.1 Promptly upon issue of notification of award, the Employer shall send to the successful Bidder the Contract Agreement.

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

40. Performance
Security

40.1 Within **thirty (30) days** of the receipt of the notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII (Contract Forms).

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

41. Advance Payment
and Security

41.1 The Public Entity shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, **as stated in the BDS**. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.

42. Plant and Materials
on site

42.1 Unless otherwise **specified in the BDS**, interim payment for Plant and Materials on site is applicable as per GCC 39.7.

43. Debriefing

43.1 The Purchaser shall promptly attend to all debriefings for the contract made in writing and within 30 days from the date of the publication of the award or the date the unsuccessful bidders are informed about the award.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION II: BIDDING DATA SHEET

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT, OHANGWENA REGION**

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES

SECTION II: BIDDING DATA SHEET

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION II: BIDDING DATA SHEET**Section II. Bidding 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 ITB.

A. General	
ITB 1.1	The Public Entity is: Ohangwena Regional Council The name and identification of the Contract are CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME SETTLEMENT, OHANGWENA REGION Procurement Ref. No.: W/ONB/OHRC17-02/2026/2027 The Project is the CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME SETTLEMENT, The scope of works required can be summarized as follows: <u>General Construction Works:</u> • Accommodation of traffic. • Installation of construction signboard. • Trimming and finishing off the site upon completion of works. <u>Road Works</u> • <i>Clearing and grubbing area within road reserve.</i> • <i>Removal of trees and tree stumps.</i> • <i>Roadbed preparations.</i> • <i>Construction of G5 subbase layers.</i> • <i>Trimming and cleaning of site.</i>
ITB 1.2	The Intended Completion period is three (3) months (90 calendar days)
ITB 2.1	The Funding Agency is: Ohangwena Regional Council
ITB 5.3	A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit A list of firms debarred by the World Bank is available at http://www.worldbank.org/debarr
ITB 6.2	The information required from bidders in ITB Sub-Clause 5.2 is modified as follows: None
ITB 6.3 (a)	The Contractor's minimum average annual financial amount of construction shall be as prescribed in the main Contract.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION II: BIDDING DATA SHEET

	For the purpose of this bid (given it is a sub-contractor), the sub-contractor should demonstrate and submit works undertaken in the last five (3) years.
ITB 6.3 (b)	The Bidder must submit a complete list of past experience and references of a minimum of five (5) years in similar projects, including any or all activities as below (See NOTE below): • Site establishment • Clearing and grubbing • Construction of Subgrade layers of gravel material • Ancillary roadworks and road signs • Finishing of the road and road reserve <i>NOTE: Documentary evidence of experience in works of similar nature and size, and details of work under way or contractually committed to must be attached; as well as Reference letters / Completion Certificates from Clients (Technical Team or Project Manager) or Engineer or Principal Agent or Consultant and full contact details of clients who may be contacted for further information on those contracts (Value of work, duration of contract to be indicated)</i>
ITB 6.3 (c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: a) Plant (Equipment) • Plant (Equipment) • 1 x Excavator • 1 x CAT160 Motor Grader or similar • 2 x Tipper Trucks (10m3) • 1 x Roller Compactor (min 10 tons) • 1 x Rammer (Elephant Foot) Compactors • 2 x Light Delivery Vehicles It should be noted that the following information and required proofs (or evidence thereof) as it relates to the other forms of sourcing plant and equipment shall ensure • Lease/hire: – Letter of intent to hire from a reputable lease or hire company. The letter must explicitly express the plant and equipment to be leased or hired by the Bidder. Bidder to submit original or certified copy of such letter. • Rent (Private individuals): – the letter of intent or proposed rental agreement should be accompanied by proof of ownership (NATIS) by the lessor. Bidder to submit original or certified copy of such letter. • Intent to purchase: - A quotation explicitly depicting/describing the full name(s) and specification(s) of the plant/equipment required as per Item (a) above. The said quotation must be accompanied and referenced by a letter of intent from the Bank confirming extension of credit (conditionally). Only one Letter of Intent is required for all purposes. • Ownership- (Accompanied by a valid NaTIS Registration Certificate (and its most recent Motor Vehicle License Disk) as proof of ownership). Note: Bidders are notified that the above is the minimum equipment to be availed during the construction period. Bidders can offer alternative construction equipment

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION II: BIDDING DATA SHEET

	<i>offers. Complete the schedule of equipment offered by the bidder in the Bidding Forms section 1.4.</i>
ITB 6.3 (d)	<i>Note: Qualifications requirements should be the minimum needed by Key Personnel for sitework, taking into consideration the market situation and the Contractor's present staffing for works that have been executed in a professional and satisfactory manner:</i> • 1 x Contracts Manager (Employed by the Bidder, 5 years' experience in construction-related projects, National Diploma in Civil Engineering, involved as Project Manager in at least 5 gravel roads contracts). • 1 x General Foreman (Employed by the Bidder 3 years' experience as a General Foreman in road construction projects, Grade 12 Certificate involved as General Foreman in at least 5 gravel roads contracts) • 1 x Quality Control Engineer (National Diploma in Civil Engineering Degree, +1 years' experience) • 1 x Engineering Surveyor (Employed by Bidder 2 years' experience as a Construction Surveyor in construction projects National Diploma in Land Surveying Involved as Land Surveyor in at least 5 gravel roads' contracts)
ITB 6.3 (e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be at least 10% of the quoted contract price.
B. Bidding Documents	
ITB 8.1	<u>The Public Entity's address for clarification is:</u> Head of Procurement Management Unit (PMU) Ohangwena Regional Council Church Street Private Bag 88001, EENHANA Telephone No. +26465 264300, Email Address: procurement@ohangwenarc.gov.na Attention: Mr Phillipus Shimhanda
ITB 9.2	A pre-bid meeting has been scheduled for: Compulsory Date: 23 September 2026, 09h00 at Omungwelume Settlement Office The Bidder is expected to familiarize themselves with the prevailing site conditions
C. Preparation of Bids	
ITB 13.1(e)	Any additional materials required to be completed and submitted by the Bidders are: None.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION II: BIDDING DATA SHEET

ITB 14.1	The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms and/or by submitting the required documentation, as follows: a) The binding of the bidding documents must remain intact, and no portion of the documents may be detached. b) All certificates, schedules and forms included in the bid must be completed in black ink and signed by the authorized signatory. c) Alterations to information or figures already entered must be affected by crossing out the incorrect information, entering the correct information alongside the amendment, and initialing thereof by the authorized signatory. d) Erasers and/or the use of correction fluids are not permitted. e) The bid is to be submitted in the format of the Bid Form bound into Section IV of the bidding documents. f) The Bidder shall bind all the required supporting documents, in the sequence in which they are requested, together with a suitable contents page, into a separate 'Book of Supporting Documentation', clearly stating the Name of the Bidder, the Name of the Contract and the Contract Number on the Cover. The 'Book of Supporting Documentation' shall be submitted together with the Bidding Documents in a single envelope. g) Each page of the Bidding Document (including supporting documents must be initialed by the duly authorized representative.
ITB 17.1	The Contract "is not" subject to price adjustment in accordance with GCC Clause 44.
ITB 17.2	Interim Payment for Plant and Material on site "is" applicable and shall be limited to 80% of the cost of material on site.
ITB 19.1	The Bid shall be valid for 180 days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	No Bid Security is required.
D. Submission and Opening of Bids	
ITB 21.1	The One (1) Full completed Original Bid Document as issued by the Ohangwena Regional Council, Procurement Management Unit must be returned with One (1) hard copy fully completed and initialised.
ITB 23.1	The deadline for submission of bids shall be at 10:00 on Wednesday, 07 October 2026.
ITB 23.1	The Employer's address for the purpose of Bid submission is: Attention: Mr. E Haimbili Address: The Bidding Box 88011 Ohangwena Regional Council

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION II: BIDDING DATA SHEET

	Private Bag 88011, Eenhana Tel: (065) 264 300/ Fax: (065) 263 033
ITB 26.1	The bid opening shall take place at: Ohangwena Regional Council, Reception Foyer and/or a venue to be designated by the Council to bidder (s) present at a time of opening in Eenhana, 113 Church Street on Wednesday, 07 October 2026 at 10H00 AM
E. Evaluation and Comparison of Bids	
ITB 32.1	A margin of preference Not Applicable.
ITB 33.1	The Employer shall use the evaluation procedure, evaluation criteria and evaluation methodology defined in this clause as follows: 1. Bids will firstly be examined to determine whether or not they substantively comply with the Bidding Documents. A substantively complying bid is one that complies with the rules, terms and conditions of the Bidding Documents, without any material deviation in the sole opinion of the Employer. A non-complying bid will be rejected and may not subsequently be altered to comply by correction of any non-conformity. 2. Bids will secondly be examined for each substantively complying Bid to determine whether they have been submitted by contractors with the necessary experience and the financial, human and material resources to satisfactorily execute the Contract. For this purpose, the various forms and other information required in terms of these Bidding Documents will be utilized in order to determine a Technical Score for each Bidder in terms of the methodology specified in Section III - Evaluation Criteria. 3. Thirdly, the bid rates and the bid amounts will be evaluated for each substantively complying Bid in order to determine a Price Score in terms of the methodology specified in Section III - Evaluation Criteria. 4. Fourthly, the Technical Scores and the Price Scores achieved by the Bidders will be used to calculate a Bid Index for each compliant Bidder in terms of the methodology specified in Section III - Evaluation Criteria 5. Fifthly, the Bidders will be rated in descending order according to their respective Bid Indices. The Bidders with the highest Bid Indices will be recommended. 6. This evaluation procedure shall be applied at the sole discretion of the Employer. 7. Any unsustainably low and unaffordably high Bid, i.e. any Bid with a total Bid Price (and arithmetically corrected in terms of ITB 31) below -10% and any Bid with a total Bid Price (and arithmetically corrected in terms of ITB 31) above +10%, calculated from the Employer estimate, shall be disqualified.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION II: BIDDING DATA SHEET

F. Award of Contract	
ITB 40.1	The Standard Form of Performance Security acceptable to the Public Entity shall be "a Bank Guarantee". The Bank guarantee shall be 10% (ten percent) of the contract price inclusive of provisional and contingency sums and VAT.
ITB 41.1	The Advance Payment shall not be considered by the Employer.
ITB 42.1	Interim Payment for Plant and Material on site is applicable.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.**

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES

SECTION III: BIDDING FORMS

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS**BID SUBMISSION FORM**

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

Date: _____

Bidder's Reference No.: _____

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

To: Head of Procurement Management Unit

Ohangwena Regional Council

Private Bag 88011, Eenhana, Namibia

Telephone: +264 65 264 300

Facsimile: +264 65 263 033

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (c) The total price of our Bid after discounts, if any, offered in item (d) below is:

_____;
- (d) The discounts offered and the methodology for their application are:

_____;
- (e) Our bid shall be valid for a period of _____ **days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;
- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

-
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;
- (k) We are not a government-owned entity / We are a government-owned entity but meet the requirements of ITB 5.4;⁶
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Contractor's Representative: _____

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Seal of Company

⁶ Use one of the two options as appropriate.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS**BID SECURING DECLARATION**
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))

Date:[Day]month/year]

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

To: Head of Procurement Management Unit

Ohangwena Regional Council

Private Bag 88011, Eenhana, Namibia

Telephone: +264 65 264 300 Facsimile: +264 65 263 033

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 the 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.]

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the
Public Procurement Act, 2015, As Amended**1. EMPLOYER'S DETAILS**

Company Trade Name:.....

Registration Number:.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tel No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description:

Anticipated Contract Duration:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

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 by such shall lead to the action as stipulated in section 138 of the Labour
Act, 2007, which includes but is 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 relation to the goods and services being procured under this contract.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

PRE-BID MEETING CERTIFICATE

This is to certify that I
representing (Company)

.....
attended the meeting concerning the works under this Bid on (date)

.....
Having previously studied these Bidding Documents, I carefully examined the site.
I have made myself familiar with all local conditions likely to influence the work and the cost
thereof.

I further certify that I am satisfied with the description of the work and explanations given by the
Engineer and I understand the scope of the work to be done, as specified and implied in this
Bid.

DATE:

AS WITNESS.....

SIGNATURE OF BIDDER

This is to certify that the Bidder whose signature appears on this certificate visited the site of works

under this Bid on (date)

.....
DATE :

AS WITNESS:

.....
**STRATEGIC EXECUTIVE
OR REPRESENTATIVE**

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

The information to be filled in by bidders in the following pages shall be used for purposes of post-qualification or for verification of prequalification as provided for in ITB Clause 6. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.

1. Individual Bidders or Individual Members of Joint Ventures	1.1. Constitution or legal status of Bidder: [attach copy] Place of registration: Principal place of business: Evidence of signatory authorized to sign the bid, Power of attorney of signatory of bid or alternative acceptable evidence: [attach] 1.2. Annual amounts of construction works performed during the last 5 years (amounts in Namibian Dollars)		
	1.3. Number of works of a <u>nature and amount</u> similar to the Works performed as prime Contractor over the last 10 years. [Also list details of work underway or committed, including expected completion date(s).] Attach Copies of completion certificates.		
Project/Contract name and country and Region	Name of client and contact person	Type of work performed and year of completion	Value of contract in NAD

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

Project/Contract name and country and Region	Name of client and contact person	Type of work performed and year of completion	Value of contract in NAD

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS**1.4. MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT PROPOSED FOR CARRYING OUT THE WORKS.***List all information requested below. Refer also to ITB sub-clause 6.3 (c).*

The bidder shall submit the following supporting documents for the above:

- i. In case of ownership, copy of the registration certificate of each equipment committed, where applicable.
- ii. In case of hiring, copy of the lease agreement with the lessor or attach a letter of intent from a reputable equipment (plant) hire firm that such equipment will be provided during the period of the Contract.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
a)			
b)			
c)			
d)			
e)			

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS**1.5. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL PROPOSED FOR
ADMINISTRATION AND EXECUTION OF THE CONTRACT.**

[Attach biographical data. Refer also to ITB Sub-Clause 6.3 (d). A Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise specified in the BDS]

Position	Name	Qualification	Years of experience (general)	Years of experience in proposed position	No. of Sewer and Water Projects
Contractors Representative					
General Foreman					
Surveyor					

1.6. PROPOSED SUBCONTRACTS AND FIRMS INVOLVED.

Refer to General Conditions of Contract Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
a)			
b)			

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

c)			
d)			
e)			
f)			

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

- 1.7. **FINANCIAL REPORTS FOR THE LAST THREE [3] YEARS: FINANCIAL STATEMENTS, AUDITED ACCOUNTS, ETC.**
[List below and attach copies.]
-

- 1.8. **EVIDENCE OF ACCESS TO FINANCIAL RESOURCES TO MEET THE QUALIFICATION REQUIREMENTS:**
Cash in hand, lines of credit, letter of intent, etc. List below and attach copies of supporting documents.
-

- 1.9. **NAME, ADDRESS, AND TELEPHONE, TELEX, AND FACSIMILE NUMBERS OF BANKS THAT MAY PROVIDE REFERENCES IF CONTACTED BY THE PUBLIC ENTITY.**

Bank Name	Address	Contact Person Details	Email
a)			
b)			

- 1.10. **INFORMATION ON CURRENT LITIGATION(S) IN WHICH THE BIDDER IS INVOLVED.**

Other party(ies)	Cause of dispute	Amount involved
a)		
b)		
c)		

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS**1.11. PROPOSED PROGRAM (WORK METHOD AND SCHEDULE)**Descriptions, drawings, and charts, as necessary, to comply with the requirements of the
Bidding Documents.

2. Additional Requirements	2.1. Bidders should provide any additional information requested in the Bidding Document.
-----------------------------------	--

PARTICULARS OF BIDDER**1. Full names and postal and physical address of bidder:**

.....

.....

.....

.....

2. Origin/registration/trade licence number:**(a) Namibian company/contractor/supplier/trader:**

Registration number and date:

Trade licence or certificate number and date, and name and address of person who issued the
licence or certificate:

.....

.....

.....

.....

Financial interests held by a foreigner/foreign company (Furnish details):

.....

.....

.....

.....

(b) Foreign company/contractor/supplier/trader:

Country of registration

Registration number and date:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMSFinancial interests held by a Namibian/Namibia company (furnish details):
.....

3. Capital structure:

Total equity capital N\$

(Amount in

words):

which total equity is made up as follows:

	<u>Amount</u>	<u>Percentage of</u>
	<u>N\$</u>	<u>total capital</u>
(a) Capital owned by		
Namibians/Namibian companies		
(b) Capital owned by		
foreigners/foreign companies		

4. Particulars or business:

(a) Nature of activities:

.....

.....

.....

.....

(b) Is the business, according to the Ministry of Industrialisation and Trade, a small-scale industry?

..... (Yes/No)

If yes, give details and furnish documentary proof:

.....

.....

.....

.....

(c) Is the bidder located in communal areas/underdeveloped areas notified by the Ministry of Industrialisation and Trade? (Yes/No)

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

If yes, give details and furnish documentary proof:

.....

.....

- (d) Particulars of structured training programmes/apprenticeship courses of approved standards for labour/technical staff and managerial cadre/specialised training of women and handicapped persons/other programmes or activities benefiting disadvantaged Namibian citizens, assistance, sponsorship, bursaries, etc., provided to vocational training centres. **Attach documentary proof.**

.....

.....

.....

.....

- (e) Particulars of affirmative action programmes/activities undertaken - such as promoting advancement of disadvantaged Namibian citizens; emerging Namibian entrepreneurship, women and handicapped persons; achieving a balanced structure of managerial cadre, etc. **Attach documentary proof.**

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5. Organizational Strength

Category	Total Number	Number of Namibians	Number of Formerly Disadvantaged Namibians*	Number of Foreigners Citizen/ permanent
a) Managing Director/s				
b) Managers				

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION III: BIDDING FORMS

c) Office/Personnel/Staff				
d) Technical Supervisor				
e) Skilled Labor				
f) Contract Staff Labor				
g) Number of Female(s)				
h) Number of Male (s)				
i) Number of Disabled People				
j) Total				

* Formerly disadvantaged Namibians = all persons who were or are directly or indirectly disadvantaged in the Labour field as a consequence of social, economic or educational imbalances arising out of racially discriminatory laws or practices before the Independence of Namibia.

6. **Buildings and erven:****Area used****(Total area (in square metres))**

Area of erf
 Area of buildings on erf
 Area of buildings used for
 *(manufacturing / assembling)
 *(Area of buildings used as office space)
 *(Area of buildings used for storage)

8.

.....
Signature.....
Date

(Signature to correspond with that on Form of Tender)

Documents to be attached:

- (1) Copy of registration certificate/trade license.
- (2) Copy of certificate/document to substantiate any claim as being a small-scale industry.
- (3) Information regarding subcontractor / sub-vendor / sub-supplier.
- (4) Documentary proof regarding training programmes, apprenticeship courses, affirmative action programmes or activities, or other programmes or activities benefiting disadvantaged or handicapped Namibian citizens.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION IV: EVALUATION CRITERIA

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.**

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES

SECTION IV: EVALUATION CRITERIA

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION IV: EVALUATION CRITERIA**Section IV - Evaluation Criteria**

This section contains supplementary criteria that the Employer shall use to evaluate bids. The Employer reserves the right to check the information provided by the bidders. If the bidder supplied wrong information, the Employer reserves the right to reject the bid.

1. Evaluation Methodology

In addition to the criteria listed in ITB32 and ITB 33, the following criteria shall apply:

The Bidders will be evaluated according to the following Evaluation Criteria, which assign merit points to attributes relating to price and non-price factors.

The Employer reserves the right to check the information provided by the Bidder. In the event that the Bidder supplied wrong information, the Employer reserves the right to reject the Bid.

The Employer reserves the right to disqualify bidders that are not within +/-15% of the market-related price.

a) Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Employer's Requirements).

b) Completion Time

An alternative Completion Time is not permitted under ITB 15.1 and will be evaluated as follows:

Evaluation will be based on the programme of works provided and proposed execution methodology.

Evaluation will be to the benefit of the project but not compromising on the project specifications and quality. The maximum intended completion period is **three (3) months** as per as per ITB 1.2.

2. A Technical Score

Is determined for each Bidder according to pre-determined Evaluation Criteria, including criteria for 'Targeted Procurement' as defined in item 6 below.

3. A Price Score

Is determined for each Bidder.

4. A Bidder Index

Is calculated for each Bidder with respect to each Contract Area.

5. Evaluation Criteria

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION IV: EVALUATION CRITERIA

In addition to the mandatory documents listed under ITB 13 and the evaluation Criteria listed and defined under Section IV; the following evaluation criteria shall apply:

The Bids will be evaluated according to the following Evaluation Criteria, which assign merit points to attributes relating to price and non-price factors. In this way, a **Bid Index** is determined for each Bidder with respect to each Contract Area as described in (6) below.

This section contains supplementary criteria that the employer shall use to evaluate bids.

1. Evaluation

- (a) This bid is reserved for Namibian registered entities with 100% shareholding vested in Namibian citizens as required in terms of Section 29 (a) "to the citizens of Namibia" of the Public Procurement Act, 2016 (Act No. 15 of 2015).
- (b) Bidders should provide proof of citizenship, certified by the Namibian police or a Commissioner of Oaths, for all shareholders.
- (c) In the case of a Joint Venture (JV), both parties to the JV must comply with the requirement in (a) and should provide proof as required in (b) above. In addition to the criteria listed above, the following criteria shall apply.

1.1 Administrative Compliance

Number	Description	Yes	No
1	Bidder submitted a written statement by a power of attorney (or notary statement, etc.) proving that the person who signed the bid is duly authorized to do so.		
2	Bidder has submitted the duly filled in, signed, and dated Bid.		
3	Original and all copies of the bid are typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the bidder		
4	Bid is written in English		
	Overall Administrative Compliance		

Note: Bidder shall be disqualified if the above administrative compliance is not fulfilled

1.2 Legal Compliance

Number	Description	Yes	No
1	Does the bidder meet the requirement of Section 29(a) "to the citizen of Namibia" of the Public Procurement Act, 2015 (Act No.15 of 2015)		

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION IV: EVALUATION CRITERIA

Number	Description	Yes	No
2	Bidders have submitted valid certified copies of Namibian Identification Documents of all shareholders: Certified by a Commissioner of Oaths appointed in terms of the Justice of the Peace and Commissioners of Oaths Act. 1963 (Act No. 16 of 1963)		
3	Bidder has submitted a valid original certified copy of the company registration Certificate/founding statement.		
4	Bidder has submitted a valid Good Standing Tax Certificate (original certified Copy or Original)		
5	Bidder has an original valid Good Standing Social Security Certificate		
6	Bidder has a valid original certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant Employer, or exemption issued in terms of Section 42 of the Affirmative Action Act 1988.		
7	An undertaking on the part of the bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant with the relevant laws, Remuneration Order, and award where applicable and that it will abide by sub-clause 4.6 of the General conditions of contract if it is awarded the contract.		
8	Subscribe to a bid-securing declaration		
	Overall Legal Compliance		

Note: Bidder shall be disqualified if the above legal compliance is not fulfilled.

2. Calculation of the Bidder Index

The **Bidder Index (BT)** for each compliant Bid will be calculated **per each Contract Area** by weighted attributes using the formula below:

$$BT = 0.6 \times PS + 0.4 \times TS$$

where:

PS = the Price Score for the Bid under consideration, calculated **per each Contract Area**

TS = the Technical Score for the Bid under consideration

The **Price Score** will be calculated for each Bidder in accordance with the following formula:

$$PS = (PC/PN) \times 100$$

where:

PC = Bid Price of the lowest responsive Bidder, adjusted in terms of ITB 31.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION IV: EVALUATION CRITERIA

$PN = \text{Bid Price under consideration, adjusted in terms of ITB 31.1}$

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).

The **Technical Score** will be calculated for each Bid in accordance with the following formula:

$$TS = (TF + TX + TC + TM + TD)$$

Where the various elements of the equation are defined and derived as follows:

ITEM	NON-PRICE ATTRIBUTES TECHNICAL / CAPACITY/ PDN ATTRIBUTES	MAX. POINTS	DESCRIPTION	CLAUSES IN SEC.
TF	Financial Resources / Capacity Bid Security Declaration Form	10	a) Completion of a Bid Security Form for the amount as stated in the BDS = 10 Points b) No Bid Security submitted = 0 Points	ITB20.1
	Line of Credit (with proof) / Bank Rating	10	a) Bidder has access to Line of Credit for N\$ 500 000.00 = 10 Points b) Bidder has access to a Line of Credit for N\$ 250 000.00= 5 Points c) Bidder has access to a line of Credit below N\$ 500 000.00= 2 Points	ITB6.2(g) ITB6.3(e)

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION IV: EVALUATION CRITERIA

ITEM	NON-PRICE ATTRIBUTES TECHNICAL / CAPACITY/ PDN ATTRIBUTES	MAX. POINTS	DESCRIPTION	CLAUSES IN SEC.
TX	Relevant Experience Comply with Experience Requirements References / Completion Certificates	10	a) 3 or more signed letters/practical completion certificates with a minimum project value of N\$ 30 million = 10 Points b) 2 signed letters/practical completion certificates with a minimum project value of N\$ 15 million = 5 Points c) 1 signed letter/practical completion certificate with a minimum project value of N\$ 5 million = 2 Points d) If no provision of signed letters/practical completion certificates, and in addition with a minimum project value of N\$ 5 million = 0 Points	ITB6.2(c) ITB6.3(b)
	Previous 5 Years Similar Projects (Roads related projects)	15	a) Three (3) contracts or more within the last five (5) years = 15 points b) Two (2) contracts or more within the last five (5) years = 10 points c) One (1) contract within the last five (5) years = 5 points d) Zero (0) contracts within the last five (5) years = 0 points	ITB6.2(c)
TC	Relevant Competence: Staff - Contract Manager - Site Agent - General Foreman - Health & Safety Officer	15 10 5 5	a) Five (5) years of experience = maximum points (15, 10, 5, 5) b) Three (3) years of experience = half of maximum points (7.5, 5, 2.5, 2.5) c) One (1) year of experience = 0 points	ITB6.2(e) & ITB6.3(d)
TM	Plant Capacity As per BDS ITB 6.2(d); 6.3(c) and Data Form 4	10	Proof of ownership of plants as listed in ITB 6.3 = 10 points Plants with Letter of intent from a reputable equipment rental company = 5 points Intent to purchase: = 0 Points	ITB6.2(d) and ITB6.3(c)

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 1: BIDDING PROCEDURES
SECTION IV: EVALUATION CRITERIA

ITEM	NON-PRICE ATTRIBUTES TECHNICAL / CAPACITY/ PDN ATTRIBUTES	MAX. POINTS	DESCRIPTION	CLAUSES IN SEC.
TD	Status o Company Legal Registration	2.5	a) Certified copies of original company registration documents with a valid BIPA good standing certificate = 2.5 Points b) Certified copies of original company registration documents without a valid BIPA good standing certificate = 0 Points	ITB6.2(a)
	o Company Ownership Details	5	a) 100% Namibian-owned company = 5 Points b) 50% Namibian-owned company = 0 Points c) 100% non-Namibian-owned company = 0 Points	ITB6.2(a)
	o Previously Disadvantaged Namibian	2.5	a) Certified Copy of Valid Affirmative Action Compliance Certificate= 2.5 Points b) No Certified Copy of Valid Affirmative Action Compliance Certificate= 0 Points	ITB6.2(a)
TS	Technical Score	100		

Note: With reference to the Technical Score Table above, Bidders are required to fill in all the relevant Bidding Forms in Section III and to submit certified copies of supporting documentation that will enable the Evaluators to verify (and award points with regard to) the above-mentioned attributes.

Note: Only Bidders who achieve at least 70% in the technical evaluation will be considered for financial evaluation.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT, OHANGWENA REGION**

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS

SECTION V: PROJECT SPECIFICATIONS

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

SECTION V (A): PROJECT SPECIFICATIONS	5/3
PS 1. SCOPE	5/3
PS 2. PORTION 1	5/3
PS 3. PORTION 2	5/3
PS 4. STATUS	5/3
PS 5. INTRODUCTION	5/3
PS 6. LOCATION OF THE PROJECT & ACCESS	5/3
PS 7. TOPOGRAPHY, GEOLOGY AND VEGETATION	5/3
PS 8. CLIMATE	5/3
PS 9. PRECIPITATION	5/4
PS 10. NATURE OF GROUND AND SUBSOIL CONDITIONS	5/4
PS 11. GENERAL DESCRIPTIONS OF THE WORKS	5/4
PS 12. CONSTRUCTION PROGRAMME	5/5
PS 13. EXISTING SERVICES	5/5
PS 14. SITE FACILITIES AVAILABLE	5/6
PS 15. SITE FACILITIES REQUIRED	5/6
PS 16. FEATURES REQUIRING SPECIAL ATTENTION	5/8
PS 17. CERTIFICATES OF PAYMENT	5/11
PS 18. CONSTRUCTION IN RESTRICTED AREAS	5/12
PS 19. WORKING HOURS	5/12
PS 20. NON-WORKING DAYS	5/13
PS 21. DISPOSAL OF SPOIL OR SURPLUS MATERIAL	5/13
PS 22. DRAWINGS	5/13
PS 23. SAMPLES	5/13
PS 24. NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS	5/13
PS 25. WORKMANSHIP AND QUALITY CONTROL	5/14
PS 26. TRENCHES	5/14
PS 27. CLASSIFICATION OF EXCAVATION	5/14

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PS 28. INFORMATION SUPPLIED BY EMPLOYER	5/15
PS 29. REPORTING	5/15
PS 30. LABOUR	5/15
PS 31. NOMENCLATURE	5/17
PS 32. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN	5/17
PS 33. COPYRIGHT	5/21
PS 34. APPLICABLE SPECIFICATIONS	5/21

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PREFACE TO THE PROJECT SPECIFICATIONS**PS 1. SCOPE**

These Project Specifications consist of the following two parts: Portions 1 and 2.

PS 2. PORTION 1

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

PS 3. PORTION 2

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

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

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

PS 4. STATUS

In the event of a discrepancy between the Project Specifications and a part or parts of the SABS 1200 or equivalent SANS 2001 Standardised Specifications, the Activity Schedule or the Drawings, the various documents, lists and schedules comprising the contract documents shall have the precedence stated in the contract agreement.

PORTION 1: THE WORKS**PS 5. INTRODUCTION**

The scope of work under this contract entails the construction of an additional lane to the access road and demolition of an existing access road in Omungwelume settlement, Ohangwena region.

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

Description of works:

- Construction of gravel road.

PS 6. LOCATION OF THE PROJECT & ACCESS

The project site is located in Omungwelume Settlement, Ohangwena Region.

PS 7. TOPOGRAPHY, GEOLOGY AND VEGETATION

The site is situated on a fairly flat topography

PS 8. CLIMATE

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

Omungwelume has a semi-arid climate, with hot summers and cool winters (with mild days and cool nights). The average annual precipitation is 530 mm, with most rainfall occurring during summer.

PS 9. PRECIPITATION

The project area is situated in a semi-arid zone. The annual average rainfall is 530mm. **Note:** *The above-mentioned annual rainfall may vary from time to time. The inclusion of this data is merely for indication purposes. In the event of claims arising as a result of adverse climatic conditions.*

PS 10. NATURE OF GROUND AND SUBSOIL CONDITIONS

The bidders are to fully acquaint themselves with the subsoil conditions in this area. No specific payment shall be made if water is encountered during construction. The bidders must therefore, if considered necessary, allow for such possibilities in the normal excavation rates.

Note: *The above-mentioned information is a general guideline and will not relieve the Contractor of his responsibilities in terms of the General Conditions of Contract to satisfy himself with the conditions on site.*

PS 11. GENERAL DESCRIPTIONS OF THE WORKS

This section of the Contract merely represents an outline of the Works and does not limit the work which may be required to be carried out by the Contractor under this Contract. Approximate quantities of each type of work to be carried out in accordance with the Contract Documents are listed in the Activity Schedule and Construction Drawing.

a) General:

The general items of work to be executed under this Contract include the following:

- *surveying and setting out of the Works.*
- *accommodation of traffic.*
- *care of sections of the Works until the issue of the Taking-Over Certificate and rectifying defects during the Defects Notification Period.*
- *testing of materials and workmanship*
- *The roadworks in the Contract comprises the following:*
 - *clearing and grubbing on the new road alignments;*
 - *construction of roadbed, fill, and gravel wearing course;*
 - *additional work as instructed by the Engineer; and*
 - *trimming and cleaning of the site to high standards, with emphasis on strict environmental requirements.*

PAVEMENT DESIGN**Pavement Layers**

The pavement design for the roads to be constructed is as follows:

- Roadbed preparation: (G10): Roadbed compacted to a density of 90% Modified AASHTO density (in-situ roadbed);
- Cut and borrow to fill (where required) compacted in layers not exceeding 150 mm to a minimum of 90% of Modified AASHTO density (with a minimum CBR value of 3);
- Selected layer (G5): 150 mm thick imported natural material compacted to a minimum of 93% of Modified AASHTO density (with a minimum CBR value of 15);

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS**PS 12. CONSTRUCTION PROGRAMME**

The expected target dates for this Contract are as follows:

a) Bid Closing	07 October 2026
b) Award of Contract	20 November 2026
c) Commencement of Construction	26 November 2026
d) Completion of Project	01 March 2027
e) Defects Notification Period	(12 months) 1 March 2028

The above-mentioned dates are estimated start dates and could vary depending on various unforeseeable circumstances. Should the above dates not be met, it shall not entitle the Contractor to claim for any additional time and cost.

PS 13. EXISTING SERVICES**PS 13.1: EXISTING SERVICES**

The site is traversed by existing services comprising the following: water lines, sewer rising main

The existing services, if required, shall only be relocated or rerouted upon the prior written confirmation of the Employer. Any alterations to the existing services shall be carried out by the Contractor.

It shall be the Contractor's responsibility to fully acquaint himself with the conditions on the site prior to the commencement of the Works. In addition, the Contractor shall be required to expose all existing services on site and bring them to the attention of the Engineer. The Contractor shall make himself acquainted with the positions of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to "known" existing services caused by or arising out of his operations. Existing services shall be considered "known" if it is either shown on the construction drawings or shown to the Contractor on site. The penalty for damage to a "known" existing service shall be the full cost of repairing and reinstating such a service.

In the event of damage to a known existing service, the Contractor shall repair the damaged service and reinstate it within the shortest possible time (less than 5 hours). In addition, the Contractor shall avail the necessary labour (as ordered by the Engineer), as far as practicable, to assist the relevant Service Department (Settlement Office).

PS 13. 2 EXPOSING OF EXISTING SERVICES

Before the commencement of the Works, the Contractor shall be required, with the aid of the existing and available drawings, to expose all existing services situated in the road servitude that may directly or indirectly affect the execution of the Works.

The Contractor is therefore required to make allowance for a time frame of two (2) weeks for the searching for and exposing of the existing services on the project. The full cost of carrying out the above shall be deemed to be included in the bid rates under payment item: "Location and protecting of existing services" in the Activity Schedule.

PS 13. 3 EXISTING ELECTRICAL SERVICES

There are electrical supply lines (electrical poles and cables) situated on the site. The Contractor is therefore advised to take great care whilst working in the vicinity of these sensitive structures,

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PS 14. SITE FACILITIES AVAILABLE**PS 14.1 CONTRACTOR'S CAMP**

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

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

PS 14.2 ACCOMMODATION OF EMPLOYEES

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

PS 14.3 WATER, ELECTRICITY AND SEWAGE

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

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

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

PS 15. SITE FACILITIES REQUIRED**PS 15.1 ENGINEER'S SITE OFFICE AND ASSOCIATED FACILITIES**

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

PS 15.2 WATER, ELECTRICITY, TELECOMMUNICATIONS AND SEWAGE

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

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

PS 15.3 CONTRACTOR'S SITE SANITARY FACILITIES

The Contractor shall provide and maintain adequate and proper ablution facilities for his site personnel. As the nature of the project will affect remote site areas, adequate toilet facilities within 200 m of the work area must be provided at all times.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

Latrines shall be effectively screened from view and maintained in a clean and sanitary condition. The Contractor shall make all the necessary arrangements for the regular removal and emptying of the sanitary pails at his own cost.

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

PS 15.4 LABORATORY FACILITIES

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

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

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

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

PS 15.5 CONTRACT SIGNBOARD

Two (2) contract signboards will be required for this Contract as per the Employer's approval.

Note: The Contractor shall, with prior approval from the Employer, erect the construction signboard at the position approved by the Engineer. A typical detail of a construction signboard is included in the bid drawings.

PS 15.6 SITE INSTRUCTION BOOK

A site instruction book for site instruction purposes shall be availed by the Engineer, and only instructions received from the Engineer shall be considered formal and binding.

PS 15.7 SITE DIARY BOOK

A site diary book shall be availed by the Engineer to record the day-to-day events on the site. It is in the Contractor's best interest to keep the Site Diary Book up to date.

PS 15.8 REQUEST FOR APPROVAL OF WORKS BOOK

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

PS 15.9 REQUEST FOR INFORMATION (WORKS)

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

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

PS 17. FEATURES REQUIRING SPECIAL ATTENTION**PS 16.1 SITE MAINTENANCE**

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

PS 16.2 RESTORING SURFACES

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

All other surfaces such as ramps and pavements shall be restored by the Contractor at his own expense to the satisfaction of the Engineer.

PS 16.3 SUPERVISORY STAFF

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

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

PS 16.4 QUALITY ASSURANCE

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

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

- ☐ Minimum requirements;
- ☐ Quality control system;
- ☐ Measurement system;
- ☐ Approval system;
- ☐ Site administration.

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

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PS 16.5 FACILITIES FOR OTHER CONTRACTORS

In addition to the requirements of Sub-Clause 4.6 of the General Conditions of Contract, the Contractor must make allowance for other Contractors (if required) on site. The former may involve adapting the official construction programme to accommodate work of other Contractors and ensuring access to the site at all times.

PS 17.6 SUB-CONTRACTORS

In addition to the requirements of Clause 7 of the General Conditions of Contract, the Contractor shall be responsible for work carried out by Sub-contractors on his behalf. The Engineer shall not liaise directly with such Sub-contractors.

Problems related to payments, programming, workmanship etc. shall be of the concern of the Contractor only.

PS 16.7 SOURCES OF MATERIALS***PS16.7.1 SELECTED GRANULAR BEDDING MATERIAL (BEDDING FOR PIPES)***

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

PS16.7.2 SELECTED FILL MATERIAL (BEDDING FOR PIPES)

Selected fill material may be obtained from the specified trenched excavations on the site. If sufficient material cannot be recovered from the trench excavations, the balance must be imported from off-site sources. Selected fill material may be obtained from commercial sources if trench excavated material does not conform to the required specification.

Commercial sources shall be identified by the contractor. The bid rate for the selected fill material must include all costs, including hauling.

PS16.7.1 SUBBASE MATERIAL

Subbase Material shall be obtained from sources to be identified by the Contractor. The Contractor must ensure that the material imported from these stockpiles conforms to the requirements of the specifications. Acceptance tests will be done on the material after construction and compaction of the subbase layer have been completed. Should the material fail the acceptance tests, it will be removed at the Contractor's account, and no additional payment will be made in this regard.

Subbase Material shall not be stockpiled on site prior to the commencement of the works. Contaminated base material will be removed from the site and replaced with new material without any additional cost to the Contract.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PS 16.8 QUANTITIES

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

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

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

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

PS 16.9 TRAFFIC CONTROL AND ACCESS TO PROPERTY

The Contractor must allow for provision and erection of all necessary barricading, road traffic sign-boarding, lighting and for the posting of flagmen. When sections of the road have to be closed, the correct warning signs have to be displayed in positions which will allow traffic to change course without vehicles having to reverse or turn around. The road signs to be displayed during the Contract shall be in accordance with "The Namibian Roads Signs Policy".

The Contractor shall be responsible for the supply, erection, maintenance and removal of the road signage. The costs shall be deemed to be included in the Contractor's bid rates.

All work shall be done with the least interference with traffic and the Engineer shall have the power to demand rearrangements if, in his opinion, traffic is unnecessarily hampered. Continuous access to property must be afforded to residents by the Contractor at all times.

PS 16.10 EXISTING RESIDENTIAL AREAS

Electricity and water supply interruptions in existing residential areas shall be kept to an absolute minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours in advance but not more than 48 hours in advance. All supplies shall be normalised by 16h00 on the same day.

PS 16.11 AD-HOC MEETINGS

The liaison between all parties involved in this Contract is of prime importance. The Contractor therefore needs to arrange ad-hoc meetings with Telecom, Nored, Namwater and the Employer and other relevant service providers.

PS 16.12 SECURITY

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

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PS 16.13 SAFETY AND SAFEGUARDING OF EXCAVATIONS

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

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

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

PS 16.14 SURVEY BEACONS, BENCHMARKS AND REFERENCE PEGS

The Contractor shall note that all erf pegs have been placed. Therefore prior to the commencement of the works, the Contractor shall check and mark all such boundary pegs.

In addition, at the start of the project, the Contractor will receive a list of benchmarks and reference pegs applicable to the Works. It will be the Contractor's responsibility to confirm that all of the pegs, as indicated on the drawings, have been placed and inform the Engineer of any missing reference pegs, prior to commencing with the Works.

The Contractor shall have a period of two (2) weeks in which to verify the information. Should the Contractor not inform the Engineer of any missing reference pegs during the two (2) week period, the Engineer shall accept that the supplied information is correct. The Contractor shall also ensure that no survey beacons, erf pegs, and bench marks are covered up or disturbed.

The Works shall be set out by a suitably qualified surveyor. The Contractor is responsible for the setting out of the Works and no separate payment will be made therefor, as the cost involved for the setting out of the Works is deemed to be included in the bidden sum for the item "Contractor's General Obligations" in Section 1200A in the Activity Schedule.

Note: Only pegs that need to be removed during construction shall be paid for by the Employer. At the end of construction all erf pegs are to be visible and clearly marked.

PS 17. CERTIFICATES OF PAYMENT

The Statement to be submitted by the Contractor in terms of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall comprise at least three sets of A4-sized copies. The estimated value of the Works executed during the month shall be agreed with the Engineer on the site prior to the preparation of the Statement. The quantities claimed for the various items shall be accurate and shall not simply be guessed or based on a percentage of the scheduled quantity.

Note: In the submission of the Payment Certificate, the Contractor must supply documentary proof of quantities and calculations, sketches etc. of work to be claimed in the Payment Certificate.

SABS 1200 payment clauses not shown in the Activity Schedule will not be applicable to the Contract. Only the payment Clauses shown in the Activity Schedule shall prevail.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

In addition, the Contractor should make provision in his rates to cover all incidentals required as per drawings to perform the task to the satisfaction of the Engineer. All costs for the preparation and submission of the aforesaid Statements shall be borne by the Contractor. The Engineer shall check and certify the payment and issue the checked Payment Certificate to the Employer for approval and payment.

PS 17.1 VALUE ADDED TAX (VAT)

The prices and rates to be inserted in the Activity Schedule shall be full inclusive values of the work described under the several items. It will include all costs and expenses which may be required in and for the construction of the Works described together with all general risks, liabilities and obligations set forth or implied in the documents on which the bid is based.

All items in the Bill of Quantities must be priced exclusive of VAT. VAT shall be added, at a rate of 15%, to the Total Bid Amount.

PS 17.2 GENERAL ADVANCE PAYMENTS

No advance payments will be made

PS 17.3 ADVANCE PAYMENTS FOR PLANT AND MATERIALS

No advance on materials on site will be paid to the Contractor unless proof of ownership by means of payment receipts only is provided with the Contractor's Statement. In addition, prior to the processing of any "Materials on Site" payments can be made, the ordered materials shall need to be visually inspected and approved by the Engineer.

PS 17.4 INTERIM PAYMENT CERTIFICATES

The minimum value of interim payment certificates shall be as stated in the Appendix to Bid of the Bid Documents.

PS 18. CONSTRUCTION IN RESTRICTED AREAS

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

PS 19. WORKING HOURS

The Contractor shall limit his operations to normal working hours, which shall be defined as sunrise to sunset, Monday to Friday. The Contractor shall make allowance for all working restrictions, public holidays, and the normal construction industry holidays, in his bid. The normal industry holiday runs from early December to early January, but is not statutory.

Should Sub-contractors be employed by the Contractor, such Sub-contractors will follow the same working hours as the main Contractor. Therefore, the Sub-contractor shall ensure that his labour pay weekends

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

and any other non-working days, coincides with that of the main Contractor. A Sub-contractor will not be allowed to work on site without the Contractor's Representative on site.

PS 20. NON-WORKING DAYS

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

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

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

PS 21. DISPOSAL OF SPOIL OR SURPLUS MATERIAL

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

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

PS 22. DRAWINGS

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

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

PS 23. SAMPLES

The Contractor shall supply the required samples at his own cost in terms of the General Conditions of Contract. Materials or work that does not conform to the approved samples shall be rejected. The Engineer reserves the right to submit samples for test to ensure that the material used in the Works complies with Project Specifications.

PS 24. NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract to safeguard the works and public. Notices, signs and barricades as well as advertisements may be used only if approved by the Engineer. The Contractor shall be responsible for the supply, erection and maintenance

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

and removal of the road signage. The former shall be deemed to be included in the Contractor's bidden rates.

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

PS 25. WORKMANSHIP AND QUALITY CONTROL

PS 25.1 WORKMANSHIP

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

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

PS 25.2 ENGAGEMENT OF AN APPROVED QUALITY CONTROL LABORATORY

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

PS 25.3 PROVISION OF SURVEY INSTRUMENTS

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

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

PS 26. TRENCHES

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

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

PS 27. CLASSIFICATION OF EXCAVATION

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

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS**PS 28. INFORMATION SUPPLIED BY EMPLOYER**

Certain information contained in these documents or provided separately is being offered in good faith. However, pertaining to the information supplied, no guarantee can be given that all the information necessary is correct or representative. More specifically, the above is applicable to all materials, surveys and reports and similar information, the accuracy of which is necessarily subject to the limitations of testing, sampling and the natural variation of the material of the formations being investigated and the measure of confidence with which the respective conclusions can be drawn for the investigations carried out. The above can be extended to the information supplied pertaining to the existing services as indicated in the bid drawings. The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove that during the course of the Contract that information supplied is incorrect or not representative. Any reliance placed by the Bidder on this information shall be at the Contractor's own risk.

PS 29. REPORTING

In addition to the progress reports required in terms of Sub-Clause 4.21 of the General Conditions of Contract, the Contractor shall submit the following reports on a monthly basis:

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

PS 30. LABOUR**PS 30.1 EMPLOYMENT OF LOCAL LABOUR**

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

To this end, the Contractor shall be required to limit non-local employees to key personnel only and to employ and train local labour on this Contract. In terms of the provisions of the Bid, the Bidder shall be required to complete a form relating to the key personnel to be availed for the Contract.

It is the intention of the Government of the Republic of Namibia to provide scarce employment opportunities to local inhabitants in the project area. Only with the written consent of the Employer may the Contractor import and employ unskilled labour not residing permanently in the project area. The Contractor has to submit evidence that he has unsuccessfully tried to recruit such persons from the project area if he wants to import labour into the project area.

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

The same shall apply to semi-skilled labour. Only with the written consent of the Engineer may he then import such semi-skilled labour to the project area. Non-compliance with this requirement shall be sufficient reason for the cancellation of the Contract.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PS 30.2 LABOUR RECRUITMENT

It is very important that the relevant local authority is approached at the outset of the recruitment process and that they are involved throughout the process. The recruitment of labourers has to be carried out in two stages as follows:

- (a) An information brochure must be submitted to the local authority office, which in turn shall communicate the project details to the respective members of the community. The Engineer will assist the Contractor to compile the brochure and may (on request) provide assistance with the recruitment procedure. The brochure should contain the following:
 - (i) A brief description of the project;
 - (ii) The purpose of the project;
 - (iii) Construction method(s);
 - (v) Recruitment procedures;
 - (vi) Recruitment meeting (venue, date and time).
- (b) A meeting shall be held at a venue agreed upon with the local authority concerned. The recruitment procedure at the meeting should then be as follows:
 - (i) The aims and objectives of the project should be read out first and explained;
 - (ii) Methods of construction should be explained;
 - (iii) Conditions of services, letter of termination and testimonial and letters of warning and dismissal have to be shown, read out and explained to the people attending the meeting.
 - (iv) After the above the people should be given a chance to ask questions and give comments related to the project.
 - (v) Depending on the number of people present, and the workers required, either all of the persons are employed, or if there are more names (persons) than required the number of labourers needed are selected by lottery. Special recruitment can then follow, i.e. possible candidates for assistant road builders and drivers.

PS 30.3 LABOUR RELATIONS AND COMMUNITY LIAISON

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

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

PS 30.4 HIV / AIDS AWARENESS TRAINING

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

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

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

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

PS 30.5 PAYMENT OF LABOUR

The remuneration of workers shall be in accordance with Labour Act of the Government of the Republic of Namibia. The Contractor shall be required to submit proof that all labour on site is being remunerated in accordance with the required minimum daily wage rates.

All applicable clauses of the Labour Act relating to the employment of labour shall be complied with. Non-compliance may result in the suspension of the Contract until the situation has been satisfactorily addressed.

PS 30.6 CONDITIONS OF WORK AND HEALTH AND SAFETY

Exploitation of workers is a concern on projects with a productivity-based remuneration system, and the more common problems are too large tasks and too low wages.

The labour input per task (task size) is not prescribed and latitude is left to the Contractor to bid on the basis of the expected productivity of his team. However, the Contractor must note that the norm for labour-based construction is that the average worker should be able to complete a task within six hours.

The Contractor must note the stipulations and requirements of Clause 12 and 18 of the General Conditions of Contract regarding conditions of work. The Employer shall not tolerate any situation whereby the Contractor is deemed to be exploiting the task force and the Contractor shall apply the task sizes submitted with his Bid on Form F.

All applicable clauses of the Labour Act, relating to the Health and Safety of Employees at work shall be complied with. Non-compliance may result in the suspension of the Contract until the situation has been satisfactorily addressed.

PS 31. NOMENCLATURE

PS 30.1 REFERENCES TO THE SOUTH AFRICAN LAW

Any reference to a South African law in the Contract documents shall be read as a reference to the equivalent law of the Republic of Namibia.

PS 32. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

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

PS 32.1 PUBLIC NUISANCE

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

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PS 32.2 ACCESS TO PRIVATE PROPERTY

The Contractor, subcontractors, drivers and plant operators and their staff shall inform the landowner or his representative before entering on to the private property.

PS 32.3 FENCING AND GATES

All gates shall be kept closed unless otherwise instructed by the landowners (or authorised occupant of the property). Fences shall not be removed without the permission of the landowner or authorised occupant.

PS 32.4 SITE CAMP AND STORAGE AREA

The proposed site for the Construction Camp shall be inspected by the Engineer. The site camp shall be fenced at all time and maintained in a clean and representative manner. No burning of waste shall be permitted on the site.

PS 32.5 SANITATION

Adequate toilets shall be provided for all staff members within the site camp and at convenient places to all workstations. The Contractor's construction staff shall use these facilities as provided.

PS 32.6 REFUSE/WASTE

The Contractor shall be responsible for the disposal of domestic refuse and Contractor's waste at an authorised municipal waste disposal site.

Baboon-proof bins shall be provided at all work stations for this purpose and waste shall be removed regularly to the disposal site.

Containers for hazardous waste or chemical waste shall be clearly labelled and shall be disposed of by an authorised hazardous waste site.

The Contractor shall ensure that no domestic rubbish is left in any of the construction areas. No burning or burying of the waste shall be permitted on the site.

PS 32.7 BORROW PITS AND SPOIL SITES

Borrow pits shall be rehabilitated to the satisfaction of the Engineer. This will entail the trimming of slopes, ensuring that the borrow sites do not present any significant hazard to the people and animals. In addition, the borrow areas should not pose any risk of erosion and their side slopes are finished off to provide an aesthetically pleasing finish. Rehabilitated borrow pits shall be inspected by the Employer and the Engineer prior to the completion of the works.

In addition, the environmental conservation of the topsoil shall be adhered to when opening up and finishing off borrow areas.

PS 32.8 TEMPORARY VEHICLE TRACKS AND HAUL ROADS

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

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

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

PS 32.9 REMOVAL OF TREES

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

PS 32.10 FAUNA AND FLORA

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

PS 32.11 REMOVAL AND TRANSPLANTING OF ALOES AND BULBOUS PLANTS

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

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

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

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

PS 32.12 ALIEN INVASIVE PLANTS

The Contractor shall be mindful of the risk of spreading alien invasive plants. These plants may most likely spread by seed moving about the site during the disposal of felled trees and the transportation of construction materials – if these are taken from infested sites.

The disposal of cleared alien plants shall not take place in areas that are free of infestation by these alien plants.

During the maintenance period of 12 months, inspections shall be carried out every six months to detect any alien invasive weeds that may grow. These shall be eradicated in a manner most appropriate and most effective for the species that are found.

PS 32.13 CONSERVATION OF TOPSOIL ("OR SEED LAYER")

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

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

PS 32.14 MANAGEMENT OF SURFACE RUNOFF

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

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

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

PS 32.15 DUST

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

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

PS 32.16 NOISE

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

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

PS 32.17 PUBLIC SAFETY

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

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

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

PS 32.18 HEALTH AND SAFETY MEASURES FOR SITE PERSONNEL

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

PS 32.19 REHABILITATION

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

After the construction has been finalised, all bund walls, concrete slabs and temporary offices shall be removed for the sites.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

The edges of borrow pits shall be trimmed and stockpiled topsoil or "seed layer" shall be spread over these surfaces to encourage re-vegetation and prevent erosion.

Soils that have been compacted by construction related activities (e.g. site camps and temporary tracks) shall be ripped to a depth of 150 mm to loosen the soil.

PS 33. COPYRIGHT

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

PS 34. APPLICABLE SPECIFICATIONS

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

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

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

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

SABS 1200 A	GENERAL
SABS 1200 AB	ENGINEER'S OFFICE
SABS 1200 C	SITE CLEARANCE
SABS 1200 D	EARTHWORKS
SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)
SABS 1200 DK	GABIONS AND PITCHING
SABS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)
SABS 1200 G	STRUCTURAL
SABS 1200 GA	CONCRETE SMALL WORKS
SABS 1200 GB	CONCRETE WORKS - BUILDING
SABS 1200 HA	STRUCTURAL STEELWORKS
SABS 1200 HB	CLADDING AND SHEETING
SABS 1200 L	MEDIUM PRESSURE PIPELINES
SABS 1200 LA	FITTINGS AND ANCILLARY ITEMS
SABS 1200 LB	BEDDING (PIPES)
SABS 1200 LC	CABLE DUCTS
SABS 1200 LD	SEWERS
SABS 1200 LE	STORMWATER DRAINAGE
SABS 1200 M	ROADS (GENERAL)

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

SABS 1200 ME	SUBBASE
SABS 1200 MG	BITUMINOUS SURFACE TREATMENT
SABS 1200 MJ	SEGMENTED PAVING
SABS 1200 MK	KERBING & CHANNELLING
SABS 1200 MM	ANCILLARY ROAD WORKS

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

SABS 1200 A	GENERAL
SABS 1200 C	SITE CLEARANCE
SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)
SABS 1200 DK	GABIONS AND PITCHING
SABS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)
SABS 1200 GA	SMALL CONCRETE WORKS
SABS 1200 LB	BEDDING (PIPES)
SABS 1200 LC	CABLE DUCTS
SABS 1200 LD	SEWERS
SABS 1200 M	ROADS (GENERAL)
SABS 1200 ME	SUBBASE
SABS 1200 MJ	SEGMENTED PAVING
SABS 1200 MK	KERBING & CHANNELLING
SABS 1200 MM	ANCILLARY ROAD WORKS

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PORTION 2

The Project Specifications form an essential part of the contract documents and shall be deemed to be included in and form part of the specifications. In the case of any discrepancy or conflict with any part or parts of the Standard Specifications, or the drawings, the Project Specification shall take precedence and shall govern.

In certain clauses the Standard Specifications allow a choice to be specified in the Project Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the Project Specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by PS followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

The Standardized Specification for Civil Engineering Construction (SABS 1200) have been written to cover all phases of work usually encountered on Civil Engineering Projects, and they may therefore cover items of work not contemplated on this particular project.

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

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS**GENERAL****PSA 1 SCOPE***Replace sub clause 1.1 with the following:*

"1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all civil engineering contracts, as well as the requirements for the Contractor's establishment on the site."

PSA 2 INTERPRETATIONS**PSA 2.1: DEFINITIONS****(a) General***Add the following definitions:*

"General conditions: The general conditions of contract specified for use with this contract and the special conditions of contract as applicable.

Specified: As specified in the standardized specifications, the drawings or the project specifications. Specifications shall have the corresponding meaning."

(c) Measurement and payment

Replace the definitions for fixed charge, time-related charge and value-related charge with the following:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the contract amount or the contract time of completion.

Time-related charge: A charge, the amount of which varies in accordance with the time for completion of the work, adjusted in accordance with the provisions of the contract.

Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the contract."

PSA 2.4: ABBREVIATIONS**(a) Abbreviations relating to standard documents**

"CKS: SABS Co-ordinating Specification

PSA 3 MATERIALS**PSA 3.1: QUALITY***Add the following:*

"All materials proposed by the Contractor shall be tested. The tests, as well as the materials, shall be approved by the Engineer prior to any such materials being built into the Works and all costs involved shall be deemed to be included in the rates tendered. Any materials built in

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

without the prior approval by the Engineer may be required to be removed at the Contractor's own cost.

Approved samples of material such as paving, kerbing etc. will be placed at the site offices of the Contractor to be used as reference against material delivered to site. Should material be delivered to site that is not of the same or higher quality as the approved samples, such material will be removed from site on the Contractor's own cost.

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

All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS specifications shall bear the SABS mark, whether so specified or not."

PSA 3.3: ORDERING OF MATERIALS

Add the following subclauses:

The quantities set out in the Activity Schedule have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer.

PSA 4 PLANTPSA 4.1: CONTRACTOR'S OFFICES, STORES AND SERVICES

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

The Employer will place an area of ground of approximately 1 ha at the disposal of the Contractor. The Contractor will be required to provide his own facilities, for example, a fenced in yard, offices, workshops, stores, and any other temporary structures required by the Contractor for the storage of all material and plant. The extent of the Contractor's camp shall be restricted to the area allocated by the Engineer.

The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and orderly condition.

The Contractor shall provide one (1) toilet per 10 workmen and must be screened from public view and its use shall be enforced. The Contractor shall, where applicable, make the necessary arrangements for the removal of night soil.

The cost of providing and removal of the Contractor's facilities shall be paid for under provision of facilities on site and removal of the site establishment respectively.

Add the following:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

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

CONSTRUCTION**PSA 5.4: PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

Replace the heading and the contents of this subclause with the following:

"PSA 5.4.1: LOCATION AND PROTECTION OF EXISTING SERVICES"

Prior to the commencement of the works, the Contractor shall be required, to expose all existing services situated in the road servitude that may directly or indirectly affect the construction.

In addition, the Contractor shall be required to compile a program of works incorporating the time frame (to be stipulated by the Contractor) required for the searching for and exposing of the existing services on the project.

Once the services have been located, their respective positions shall be recorded and their respective positions confirmed by the Engineer and the relevant Omungwelume Settlement Office. The location of all existing services obtained from the relevant municipal and other departments are shown at their approximate positions on the Drawings.

SMME Subcontractors shall carry out this work, under the control and supervision of the Contractor.

It is the responsibility of the Contractor to find the exact position of existing services. If it is required to relocate or change existing services, the Contractor must inform the Engineer immediately after having determined the location of the service, to enable him to make timeous arrangements with the relevant authorities for the relocation or changes to the service in question. The Contractor shall excavate the necessary trenches to enable the relocation of services by other departments.

Having located a service, it shall be considered a known service and the Contractor must keep records of coordinated positions of each service. A copy of these records shall be submitted to the Engineer. The Contractor shall take extreme care to avoid damage to such a service, as the cost for the repair of such a service will be for the account of the Contractor. The Contractor must furthermore co-operate with the relevant Municipal departments and allow them reasonable access and sufficient space and time to carry out the required work. Sewerage lines shall where and if required, be relocated by the Contractor.

A method has to be developed by the Contractor to search for all existing services with hand excavation. It is suggested that trenches are formed at intervals across the sidewalk(s) of the street, or the street itself if necessary, to determine the positions of all the services.

The Water Division is also prepared to point out the positions of the existing water pipelines that are shown on the drawings. No guarantees are however given by the Water Department

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

with respect to the accuracy of this, and those pointed out are not necessarily the only existing water pipelines. These services by the Water Department are offered only if and when their time permits. There may be other pipelines that are still in use, not shown on the drawings, and not known by the Water Department.

The Contractor has to accept liability for the cost to repair known services damaged as a result of his operations, either by his authorized signature, or by admittance to the Engineer, who will confirm such admittance in writing to the Contractor. The Engineer reserves the right to deduct the cost to have such damaged services repaired by the relevant service departments, from payments due to the Contractor. The Contractor is also responsible for the cost of temporary arrangements for water supply, if the time needed for repair, exceeds 12 hours.

All exposed pipes, cables and appurtenant structures shall be backfilled before nightfall, and if this is not possible, watchmen shall be placed at the exposed services to ensure that the exposed pipe, cable or other service is not damaged or stolen during the night. Should anything be stolen or damaged in this way, the Contractor is also responsible for the cost of the repair and replacement thereof.

Any damage or loss resulting from failure to comply with this Clause will be to the Contractor's account.

PSA 5.4.2: PROTECTION AND CONSTRUCTION

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PSA 5.4.3: ALTERATIONS AND REPAIRS TO EXISTING SERVICES

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

The Employer will accept no liability for damages due to a delay in having such alterations or repairs affected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services.

Add the following subclause:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS"PSA 5.9: SITE MEETINGS

"The Contractor will be required to attend regular site meetings, normally held once a month to discuss general progress, quality of work, problems, claims, payments, etc., but not matters concerning the day-to-day running of the contract. The Contractor must be represented at the site meetings by a duly authorized person that is empowered to take decisions on behalf of the firm/company."

PSA 5 TOLERANCESPSA 6.1: Degrees of Accuracy

A Degree of Accuracy II will be applicable to this contract.

PSA 6.4: GENERAL

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities and measurements shall be determined in accordance with the 'authorized' dimensions. These are the specified dimensions or those shown on the drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' dimensions.

If the work is therefore constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorized' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorized' dimensions, and where the actual dimensions are less than the 'authorized' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed.

PSA 6 TESTINGPSA 7.1: PRINCIPLESPSA 7.1.1: Checking

Replace the last sentence with the following:

"The Contractor shall obtain the services of an independent laboratory at his own expense (clause PS 7.2 of Portion 1 of the Project Specifications) to carry out the checks prescribed in the various standardized specifications."

PSA 7.1.2: Standard of finished work not to specification Replace the words:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

"Where the Engineer's checks reveal ..." with "Where the checks by the approved laboratory reveal"

PSA 7.2: APPROVED LABORATORIES ADD THE FOLLOWING:

"The laboratories of the Ohangwena Regional Councillor an independent laboratory used by the Contractor and approved by the Engineer shall also be deemed as an approved laboratory. The Contractor shall appoint an approved laboratory to carry out all required quality control (acceptance) tests as described in PS 13.4. All these tests results shall be submitted to the engineer for approval. Only after the engineer has approved the work may the Contractor commence with subsequent work.

The employer shall appoint an approved laboratory to carry out check testing to confirm the results of the Contractor's laboratory. "

Add the following subclause:

PSA 7.5: SAMPLES

The Contractor shall timeously provide so as not to delay any of the works samples of materials intended for bedding of pipes, backfill of trenches from the trenches, borrow pits or commercial sources, whichever the case may be and hand them over to the approved test laboratory to determine the suitability of the material with regard to its specified MOD, CBR and PI characteristics. The costs of these tests shall be deemed to have been allowed for in the tendered rates.

The number and positions of the samples taken shall be the minimum required to establish which in-situ or imported materials are suitable for bedding and backfill purposes, shall be taken at the approval of the Engineer and shall generally be taken where the physical nature of the soil markedly changes.

PSA 7 MEASUREMENT AND PAYMENTPSA 8.1: MEASUREMENTPSA 8.1.2: Preliminary and general items or sectionPSA 8.1.2.2: Tendered sums

Replace the contents of this subclause with the following:

"The Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- ☐ risks, costs and obligations in terms of the general conditions of contract and of this standardized specification, except where provision is made in these project specifications to cover compensation for any of these items;
- ☐ head-office and site overheads and supervision profit and financing costs;
- ☐ expenses of a general nature not specifically related to any item or items of permanent or temporary work;
- ☐ providing facilities on site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and the cleaning-up of the camp site on completion of the works; and

- providing facilities for the Engineer and staff (refer to PS 13.1)

PSA 8.2: PAYMENTPSA 8.2.1: Fixed-charge and value-related items

Replace the contents of this subclause with the following:

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

1. The first instalment, 50% of all items listed under Section 1 in the Activity Schedule, will be paid in the first payment certificate after the Contractor has met all his obligations under these items and has made a substantial start with construction in accordance with the approved programme.
2. The second instalment, 35% of the items stated above, will be paid when the value of the work done reaches one half of the tendered amount, excluding contingencies and price adjustments in terms of clause B 2.4.1 of the Conditions of Contract Part B.
3. The third and final instalment, 15% of the items stated above, will be paid when the works have been completed and the Contractor has fulfilled all the requirements of the contract."

Payment for the value related sum tendered under item 8.3.2 will be made as follows:

Payment for value-related charges in respect of item PSA 8.3.2 will be made monthly on a percentage basis calculated as the ratio of the value of the completed work (excluding all fixed-charge and time-related items) to the tendered amount.

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of the general conditions of contract and this adjustment will be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the finally authorized time for completion."

PSA 8.2.2: Time-related items

Replace the contents of this subclause with the following:

"Subject to the provisions of subclauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period (and the extension of time granted in accordance with the provisions of the Contract, if applicable) in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion with the progress of the work as a whole.

Should the Engineer grant an extension of time for completion of the works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the works.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

Payment of such increased amounts will be deemed full compensation for all additional time-related preliminary and general costs due to the circumstances pertaining to the extension of time granted."

PSA 8.6: PRIME COST ITEMS

Replace this item with the following:

"PSA 8.6: Prime cost sums:

PSA 8.6 (i) Additional tests required by the Engineer	Unit : PC Sum
PSA 8.6 (ii) Charge required by Contractor on sub-item (above):	Unit : %
PSA 8.6 (iii) Relocation of services by the employer or a nominated Sub-contractor as ordered by the Engineer	Unit: PC Sum
PSA 8.6. (iv) Charge required by Contractor on sub-item (above):	Unit: %
PSA 8.6 (v) Electrical works to be carried out by a nominated Relocation Sub-contractor or as ordered by the Engineer	Unit: PC Sum
PSA 8.6. (vi) Charge required by Contractor on sub-item (above):	Unit: %

The prime cost sum provided under sub-item (i), (iii) and (v) in the Activity Schedule will be expended in accordance with the General Conditions of Contract.

The tendered percentage under sub-item (ii) will be paid to the Contractor on the value of each payment to the approved testing laboratory and shall also cover the cost for providing and delivering samples to the approved test laboratory.

The tendered percentage under sub-item (iv) will be paid to the Contractor on the value of each payment to the employer or nominated sub-Contractor to relocate services. The percentage shall cover any cost the Contractor may encounter for accommodating the employer or nominated sub-Contractor on site.

The tendered percentage under sub-item (vi) will be paid to the Contractor on the value of each payment to the employer or nominated sub-Contractor for the construction of electrical services infrastructure required under the contractor. The percentage shall cover any cost the Contractor may encounter for accommodating the employer or nominated sub-Contractor on site.

Note in connection with sub-item (i):

The Contractor is otherwise responsible for both the cost of normal testing as described in subclause PS 23.2 and clause PS 21 in portion 1 of the project specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

PSA 8.8: TEMPORARY WORKSPSA 8.8.2: Accommodation of traffic

Add the following:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

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

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

The Contractor must protect completed layer works in order to prevent damage thereto. Any potential damage caused to completed layer works shall be for the Contractor's expenses.

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

All signs shall be as shown on the signs and deviation drawings. All traffic signs and the control of traffic shall be in accordance with either the South African (1982) or Namibian Road Traffic Signs Manual.

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

The Contract will not require any Bypass lanes or roads and the site will be closed for traffic during the construction period.

Payment for this item shall include for all work necessary to comply with this Project Specification. Subject to the provisions of Clause 8.2. of SABS 1200 A, payment of incremental amounts (calculated by the division of the tendered sum by the number of months required to complete the site activities for which the relevant sum was tendered) will be authorized in each of the subsequent progress certificates until the sum tendered has been paid. An approved extension of time will qualify the Contractor to receive payment at the monthly rate determined by the above method."

Replace item 8.8.4 with the following:

"PSA 8.8.4: LOCATION AND PROTECTION OF EXISTING SERVICES:PSA 8.8.4.1: Provision of detecting devices for:

PSA 8.8.4.1 (a) Water and sewer pipes	Unit: Sum
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PSA 8.8.4.1 (b) Electrical and other cables	Unit: Sum
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The tendered sums shall cover the cost of providing and operating suitable equipment for as long as is required to locate the existing services likely to be affected by the construction activities.

PSA 8.8.4.2: Hand excavation necessary for locating and exposing, existing services in all material:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSA 8.8.4.2(c)(ii) In roadways

Unit: m²

PSA 8.8.4.2(c)(iii) In all other areas

Unit: m³

The rates shall cover the cost of excavating by means of hand tools within authorized dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compacting of material in all areas except in roadways shall be to 90% of the modified AASHTO density,

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for under SABS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations.

In cases where an exposed service cannot be backfilled before nightfall due to delays thereof by a service department, it shall be properly secured and made safe."

Add the following clauses:

"PSA 8.9: EMPLOYER'S SHARE OF DAB FEES"

"PSA 8.9: Employer's share of dab fees

Unit: Prov. Sum

This sum is reserved for the employer's share (50%) of the fees to be paid to the DAB member(s) in terms of the contract. No payment for overhead charges or profit shall be made for the Contractor for such sums.

The Contractor shall make provision in his rates for his share of the fees to be paid to the DAB member(s) in terms of the contract. No separate payment will be made under any other item in the Activity Schedule.

PSA 8.10: PROVISIONAL SUM FOR AUXILIARY WORK REQUIRED TO PRIVATE
PROPERTIES AS INSTRUCTED BY THE ENGINEER

PSA 8.10: Provisional sum for Auxiliary work required to private properties as instructed by the Engineer Unit: Prov. Sum

The sum is reserved for works such as upgrading ramps to private properties, improving fences and gates etc.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSC: SITE CLEARANCE**PSC 3: MATERIALS**PSC 3.1: DISPOSAL OF MATERIAL*Add the following:*

"There are limited approved dumping sites in Omungwelum Settlement. The Contractor shall make his own arrangements with the relevant Omungwelum Settlement Office for the disposal of material emanating from the construction works. All costs for the disposal thereof shall be deemed to be included in the rates tendered for site clearance."

PSC 5: CONSTRUCTIONPSC 5.1: AREAS TO BE CLEARED AND GRUBBED*Add the following:*

"Pipeline routes shall be cleared to a distance of 1,5 m on both sides of the pipeline center line. Route pegs or markers shall not be destroyed or damaged during clearing operations. Only areas where actual clearing was required along the route shall be payable."

PSC 5.2: CUTTING OF TREESPSC 5.2.3: Preservation of treesPSC 5.2.3: Individual trees*Replace the last sentence with the following:*

"The Contractor shall obtain written permission from the Engineer to remove trees and an amount of N\$ 1,500.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.5: RE-CLEARING OF VEGETATION*Add the following:*

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

PSC 8: MEASUREMENT AND PAYMENTPSC 8.2.1: Clear and grub*Replace the first line with the following:*

"The area designated by the Engineer to be cleared and grubbed will be measured in square meter to the nearest square meter or meter to the nearest meter,"

Add the following:

"PSC 8.2.11: Removal of rubble (as instructed by Engineer)

Unit: m³

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

The unit of measurement shall be the cubic metre of material removed and disposed of as instructed by the engineer. The rate shall include full compensation for excavating, breaking, loading, transporting, disposal and associated charges at an approved disposal site."

PSDB: EARTHWORKS (PIPE TRENCHES)**PSDB 3: MATERIALS**PSDB 3.5: BACKFILL MATERIALSPSDB 3.5: Backfill materials

Add the following paragraphs:

"(c) Cement-stabilized backfilling

Backfilling shall be stabilized with 5% cement where directed by the Engineer. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density."

"(d) Soilcrete backfilling

The aggregate for soilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to acquire a consistency that allows the mixture to be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

PSDB 3.7: SELECTION

Replace the words "if he so wishes" in the first line of the second paragraph with the words "at his own cost".

PSDB 5: CONSTRUCTIONPSDB 5.1: PRECAUTIONS

Add the following subclause:

PSDB 5.1.5: Existing pipelines

The existing pipes that have to be removed shall be carefully opened up by machine excavation to 300 mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation. The excavation width shall comply with subclause 8.2.3.

The pipes shall be removed from the trench in a manner approved by the engineer, and brought to the surface for inspection by the engineer.

Pipes that are declared suitable for re-use shall be cleaned and carefully stacked on a prepared site, pointed out by the engineer.

Pipes declared unfit for re-use shall be disposed of as determined by the engineer."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONSPSDB 5.2: MINIMUM BASE WIDTHS

Replace paragraph (a) with the following:

"Where two pipes or more are placed in the same trench, they shall be placed as shown on the drawings and all calculations for measurement purposes will be based solely on these dimensions."

PSDB 5.4: EXCAVATION

Add the following:

"Where the routes of telephone ducts coincide with the routes of water and/or sewer pipes, the services will be accommodated in a single trench.

No additional payment will be made to the Contractor for any inconvenience he may experience because of this requirement and it will be deemed that any such costs be included in the tendered rates."

PSDB 5.6: BACKFILLING

PSDB 5.6.3: Disposal of soft excavation material

Replace the contents of this subclause with the following:

"Surplus excavated material from the trench shall be used as fill if suitable or shall be disposed of at an approved Site provided by the Contractor."

PSDB 5.7: COMPACTION

Add the following:

"Where pipelines cross existing gravel roads, backfilling shall be carried out as specified in subclause 5.7.2 and payment therefore will be made under subitem 8.3.3.3."

PSDB 8: MEASUREMENT AND PAYMENT

PSDB 8.3.2(b) Extra over item (a) above for:

Add the following subitems:

PSDB 8.3.2(b)(i) Hard rock excavation Unit: m³

PSDB 8.3.2(b)(ii) Hand excavation and backfill where ordered
by the engineer Unit: m³

PSB 8.3.2(b)(iii) Backfill stabilized with 5% cement where directed
by the engineer Unit: m³

The tendered rate for sub-item (iii) shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilized material to, 90% of modified AASHTO density.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

Add the following sub items after sub item 8.3.2(c):

PSDB 8.3.2. Excavate for concrete stormwater inlet and outlet structures Unit: m³

PSDB 8.3.2. Excavate open drains in all materials Unit: m³

The tendered rates shall include full compensation for the excavation of material within the dimensions specified or authorized by the engineer, for all trimming, surface preparation and compacting, for the disposal of surplus and unsuitable excavated material where applicable, and in the case of item (d), for backfilling with suitable approved material compacted to 90% of modified AASHTO density around the structures. No extra over payment shall apply for excavating in intermediate, hard or boulder material."

PSDB 8.3.3: Excavation ancillaries

PSDB 8.3.3.3: Compaction in road reserves

Replace the heading of this subitem with the following:

"PSDB 8.3.3.3: Compaction in road crossings"

Replace the sentence, "The volume will be measured as specified in 8.2.2, 8.2.3 and 8.3.3.1", with the following:

"In the case of gravel roads, the volume will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket.

The rest of the trench shall be backfilled as specified in clauses 5.9.3, 5.9.4 and 5.9.5, as applicable, and payment will be made under item 8.3.6.1."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSDK: GABIONS AND PITCHING**PSDK 3: MATERIALS**

PSDK 3.2.1: Stone

*Replace the contents of table 2 with the following:***"TABLE 2: SIZE AND MASS OF INDIVIDUAL STONES FOR PITCHING**

1	2	3	4
Size/mass of pitching	Thickness of pitching <i>mm, min</i>	Least dimension <i>mm, min</i>	Mass kg, min
Extra heavy	600	300	180
Heavy	400	190	50
Medium	300	150	27
Light	200	110	11

PSDK 5: CONSTRUCTION

PSDK 5.3.3: Grouted pitching

Replace the words '(Table 4)' in the second line of the first paragraph with '(Table 2)'

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSDM: EARTHWORKS (ROADS, SUBGRADE)**PSDM 5: CONSTRUCTION**PSDM 5.2.2.3: Use of material*Add the following paragraph:***"(a) General**

The Contractor shall program his sequence of operations in such a way that:

cuts are done progressively in advance on the next street(s) on the work programme in order to haul material as far as possible directly to its final position onto the street under construction (on the relevant completed roadbed, subgrade or selected subgrade layer), to avoid double handling as called for in Clause 3.3.2 DM,

Heavy equipment (in excess of 3 ton tare) are not allowed to drive over the completed pavement layers, before or after surfacing, surfacing operations excluded."

PSDM 5.2.3.3: Treatment of roadbed

Roadbed preparation in cut areas (where the in-situ material is suitable as a selected layer), shall be done by ripping the in-situ material to a depth of 150mm, watering, mixing and re-compacting to minimum of 93% Modified AASHTO maximum density.

Roadbed preparation in fill areas shall be ripped to a depth of 150mm, then watered, mixed and compacted to 90% Modified AASHTO maximum density.

*Add the following paragraph:***"(e) Commercial sources***The provisions of subclause:*

PSD 5.2.2.5 of SABS 1200D as amended shall apply." PSDM 5.2.3.2: Removal of unsuitable ground

Replace the second sentence of paragraph (a) with the following:

"The excavated spaces shall then be backfilled with approved imported material compacted to the required density."

Add the following sentence to paragraph (b):

"Unsuitable excavated material will be paid for as cut to spoil." PSDM 5.2.3.3: Treatment of roadbed"

*Add the following paragraph:***"(c) Three-pass roller compaction**

Any portion of the roadbed that is shown on the drawings or is specified or is directed by the engineer to be given three-pass roller compaction because of its inadequate natural density, shall be prepared by shaping where necessary and compacting with a roller, complying with the requirements specified below.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

Compaction shall comprise three complete coverages by the wheels of the specified roller over every portion of the area that is being compacted. While it is not the intention that the Contractor should apply water to the roadbed for this type of compaction, and while no rigid moisture control will be exercised during compaction, the Contractor shall nevertheless satisfy the engineer that everything is being done to take full advantage of favorable soil moisture conditions during the rainy season, and that such compaction is as far as possible carried out when the roadbed is neither excessively dry nor excessively wet.

The engineer has the authority to decide when conditions are favorable for compaction and where such compaction is to be carried out at any particular time and he has the right to instruct the Contractor to water the roadbed at the Contractor's expense when, in the opinion of the engineer, the Contractor failed, neglected or refused to Comply with these requirements.

The rollers to be used for roller-pass compaction shall conform to the following requirements:

Grid roller: The grid roller shall have a mass of not less than 13,5 t when ballasted, shall be loaded to this mass if required, and shall be moved at a speed of not less than 12 km/h.

Vibratory roller: The vibratory roller shall be capable of exerting a combined static and dynamic force of not less than 120 kN/m widths for every metre of loose-layer thickness at an operating frequency not exceeding 25 Hz and shall move at a speed not exceeding 4 km/h."

PSDM 5.2.4.3: Finishing

(e) Topsoiling

Replace the second sentence with the following:

"The thickness of the topsoil shall be as directed by the engineer."

PSDM 7: TESTINGPSDM 7.3: ROUTINE INSPECTION AND TESTING

Replace table 2 and the contents of subclause 7.3.2 with the following:

"PSDM 7.3.2

The dry density requirements for a particular lot of selected layer or wearing course shall be deemed to be satisfied if the average density and the results of individual tests meet the requirements specified in Table 2 overleaf. Refer to subclause PSD 7.2 for the requirements for fill.

TABLE 2 - DENSITIES

1	2	3	4	5
Layer	Specified Density (% of modified AASHTO density)	Number of Tests per lot	Average Density	Minimum Density for any single test
	93	3 and 4	93.1	89.4

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

Selected Layer		5	93.4	89.2
		6	93.6	89.0

PSDM 8: MEASUREMENT AND PAYMENTPSDM 8.2: COMPUTATION OF QUANTITIES

Replace subclauses 8.2.1 to 8.2.3 (inclusive) with the following:

"PSDM 8.2.1: The provisions of sub-clause 8.2.1 of SABS 1200 D shall apply.

PSDM 8.2.2: The provisions of sub-clause 8.2.2 of SABS 1200 D shall apply.

PSDM 8.2.3: The provisions of sub-clause 8.2.2 of SABS 1200 D shall apply.

PSDM 8.3.3: Treatment of roadbed"

PSDM 8.3.3(i) Roadbed preparation and compaction of material to:

Add the following:

"The unit of measurement shall be the cubic meter of material re-compacted as specified and the volume shall be determined from leveled cross-sections on which are superimposed the levels to which the roadbed is to be constructed. When material is imported to make up the required volume, such material will be paid for as cut or borrow to fill as relevant."

Add the following:

"(iii) Three-pass roller compaction:

PSDM 8.3.3 (a)(iii)(i) Grid roller

Unit: m²

PSDM 8.3.3.(a)(iii)(ii) Vibratory roller

Unit: m²

The units of measurement shall be the square meter of roadbed compacted as specified in subclause PSDM 5.2.3.3(c) for the areas designated by the engineer.

The tendered rates shall include full compensation for shaping the areas, providing the rollers and for compacting the roadbed by means of three roller passes over the entire area."

PSDM 8.3.4: Cut to fill, borrow to fill

Replace the last sentence of this item with the following:

"The unit of measurement shall be the cubic metre of fill and the volume will be calculated in accordance with the authorized dimensions of the embankment and leveled cross-sections.

The tendered rates shall include full compensation for excavating the material as if in soft material, for selecting, loading, transporting for the free-haul distance, for off-loading, watering, mixing and compacting the material as specified. Borrow to fill in this item relates to material from designated borrow areas (provided by the employer).

Where it is required that material be obtained from commercial sources, payment for procuring the material will be made under item PSDM 8.3.17."

PSDM8.3.6: Extra over items 8.3.4 and 3.3.5 for excavating and breaking down material in:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

Add the following:

"The rate shall include for the costs of unavoidable overbreak that may occur during the excavation and the cost of drainage in terms of Clause.3.2.1 and backfilling with suitable material and compacting to the lines and levels as specified."

PSDM 8.3.7: Cut to spoil or stockpile from:

Replace the heading with the following:

"PSDM 8.3.7: Cut to spoil from"

PSDM 8.3.14: Borrow pits:

Replace the contents of this item as follows:

"PSDM 8.3.14 (i)	Opening up and closing down of borrow pits	Unit: Sum
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PSDM 8.3.14 (ii)	Dealing with overburden	Unit: m ³
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The provisions of sub-clauses 8.3.4(b) and 8.3.4(c) of SABS 1200D shall apply respectively to items (i) and (ii) above."

Add the following items:

PSDM 8.3.18: Final finishing and cleaning up of the site of the works Unit: Sum

The tendered sum shall include full compensation for the clearing, disposal of material, finishing, tidying and all other work required to finish and clean up the site of the works and affected areas by removing excess earth, stones, boulders, debris and other waste material, by clearing stormwater inlets and outlets and pipe barrels, by clearing the surfacing of all dirt, mud and foreign material, and by neatly finishing off all junctions, intersections and kerbing.

All material resulting from the finishing operations shall be disposed of to a spoil site furnished by the Contractor.

The tendered rate shall make provision for the reinstatement of existing driveways to their original condition where these have been affected by the works, as these items will not be measured and paid for separately.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSLB: BEDDING (PIPES)PSLB 1: SCOPE

In Clause 1.1 add "and ducts and cables" after the word "gravity"

PSLB 3: MATERIALSPSLB 3.1: SELECTED GRANULAR MATERIAL

Replace the contents of this subclause with the following:

"Selected granular material shall have a PI not exceeding 6 and shall be free from sharp-edged particles exceeding 19 mm."

PSLB 3.3: Bedding

Add the following:

"uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this subclause."

PSLB 3.4.1: Suitable material available from trench excavation

Replace the words:

"(but is not required)" in the fifth line with the words "(at his own cost)".

PSLB 8: MEASUREMENT AND PAYMENTPSLB 8.1.5: Disposal of displaced material

Replace the contents of this subclause with the following:

"Material displaced by the pipeline and by imported material from sources other than trench excavation, shall be disposed of at an approved site to be furnished by the Contractor. No haulage shall be payable for transporting such material."

PSLB 8.2: SCHEDULE ITEMSPSLB 8.2.2: Supply only of bedding by importationPSLB 8.2.2.2: From borrow pits

Delete the words in brackets in the first four lines.

Add the following:

"The opening up of borrow pits and the removal of overburden are paid for under item 8.3.4 of SABS 1200 D."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSLC: CABLE DUCTS**PSLC 3: MATERIALS****PSLC 3.1: DUCTS***Add the following:***"PSLC 3.1.1 Telecom Namibia (Telecom) materials**

All material such as pitch-fibre pipes, screening wire and draw wire will be supplied, free of charge, by Telecom against a receipt signed by the Contractor when the material is collected.

The Contractor shall notify the contact person (to be supplied by the Engineer) at least 2 weeks prior to the date on which the pipes are required.

The Contractor shall use the materials supplied by Telecom in the most economical manner. Materials lost or damaged through neglect on the part of the Contractor or his workmen shall be replaced by the Contractor at his own expense.

It is a condition of this Contract that the Works and all material and equipment handed to the Contractor shall be insured against damage or loss as stipulated in Clause 18 of the General Conditions of Contract.

On completion of the work, the Contractor shall deliver all surplus material to the nearest Telecom engineering yard.

PSLC 3.4: CABLE DUCT MARKERS*Add the following:*

"A cable duct marker shall consist of a Class 20 MPa/19 mm concrete block (as indicated on the tender drawings), connected by means of a non-ferrous metal strip to a temporary plug to seal the end of the duct. The plug shall prevent moisture or soil from entering the duct. The metal strip shall be firmly connected to both the plug and the concrete block. The concrete block shall be positioned not further than 0,5 m horizontally from the end of the cable duct. The face of the concrete block shall be clearly marked "E" to indicate electricity cables. Ball markers for telecom ducts will be provided by Telecom."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS**PSLC 5: CONSTRUCTION**PSLC 5.1: EXCAVATION OF TRENCHESPSLC 5.1.1: Trench widths and depthsPSLC 5.1.1.2*Add the following:*

"For telephone services the pipe trench shall have a minimum depth to provide a cover of not less than 750 mm between the top pipe and the finished road surface level. Where this depth cannot be maintained due to the nature of the ground, the depth may be altered at the discretion of the Telecom Engineer. When the pipe has less cover than 600 mm it shall be covered by concrete slabs with a minimum thickness of 50 mm and a width equal to 400 mm plus the diameter of the pipe they protect, unless otherwise directed by the Telecom Engineer. The concrete slabs shall be provided by the Contractor."

PSLC 5.3: DUCT LAYINGPSLC 5.3.1: Straight laying*Add the following:*

"If the trench is to contain more than one pipe exceeding 75 mm internal diameter, the base of the trench shall slope so that water may drain away from the pipes. The level of the bottom of the trench shall fall at least 75 mm per 30 m."

PSLC 5.3.3: Draw wire

Replace the contents of this subclause with the following:

"A length of 3,05 mm diameter galvanised iron wire (shall be attached to the cleaning-brush and drawn into the pipe and left for use as a draw wire. A surplus of wire of at least 2 m in length shall be left neatly coiled at each end of each duct. All open pipe ends must be plugged to prevent the ingress of dirt."

Add the following subclauses:

For electrical ducts, the above mentioned conditions shall apply, but the 3,05 mm galvanised wire shall be replaced by 2 x 2,4 mm diameter steel wires.

PSLC 5.6: LAYING OF CABLES WITH OTHER SERVICES*Add the following:*

"Trenches for telephone ducts shall be excavated so that pipes can be laid at least 300 mm from power cables. Where this is not possible, pipes shall be separated from power cables by vertically placed concrete or paving slabs."

PSLC 5.7: CROSSING OF TELEPHONE AND ELECTRICITY CABLE DUCTS*Replace this subclause with the following:***"PSLC 5.7: CROSSING OF TELEPHONE DUCTS WITH OTHER SERVICES**

When a duct crosses an existing service such as an electricity supply cable, a water supply pipe or a sewerage pipe, the telecommunication duct shall, if possible, be laid not less than 25 mm above the existing service. Where the depth of the existing service is insufficient for

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

this to be done, the telecommunication duct shall be laid to pass not less than 25 mm below the other service."

PSLC 5.10: POSITION TO BE MARKED

Replace the contents with:

"Duct markers shall be placed at both ends of the duct against the kerb. The marker shall horizontally not be further than 0,5 m from the duct. The Contractor shall provide the Engineer with a list of co-ordinates of all the duct positions."

PSLC 5.12: DUCT MARKERS AND BALL MARKERS

Duct markers shall be placed above both ends of the road crossing ducts and will be clearly marked. A co-ordinate list of all duct markers must be provided to the Engineer.

PSLC 7: TESTINGPSLC 7.1: ACCESS FOR ENGINEER

Add the following:

"The Telecom or electrical Engineer shall have free access to the site at all times. He has the right to inspect work on telecommunication ducts at any stage and may reject any work not executed in an approved, substantial and workmanlike manner and in accordance with the specifications.

No pipes shall be covered before inspection by a Telecom or Electrical Engineer. Arrangements for inspections may be made by telephoning 061 201 2296 (Telecom) or 290 2469 (electricity). At least 24 hours' notice is required prior to the inspection."

Add the following subclause:

"PSLC 7.4: FINAL INSPECTION

A final inspection will be take place on completion of the work. The Contractor shall, at his own cost, expose all pipe ends prior to the final inspection, after which they may be finally plugged and closed."

PSLC 8: MEASUREMENT AND PAYMENTPSLC 8.2: SCHEDULED ITEMSPSLC 8.2.5: Supply, lay, bed, and prove duct

Replace the payment paragraph with the following:

"Separate items are scheduled for each diameter of duct.

The rates shall cover:

- a) for Telecom ducts, the cost of collecting, storing and returning surplus ducts, draw wire markers and screening wire and the cost of laying the ducts and screening wire, installing the draw wire, jointing, bedding and providing all as specified, and
- b) for all other ducts, the cost of providing all the material and the cost of laying the ducts, installing the draw wire, jointing, bedding and providing all as specified."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSLC 8.2.8: Cable markers

Add the following:

"PSLC 8.2.8(i) Electrical duct marker

Unit: No"

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSLE: STORM WATER DRAINAGE**PSLE 3: MATERIALS**PSLE 3.1: CULVERT UNITS AND PIPES

(d) Skewed ends Add the following: "Skewed ends for pipe culverts may be cut on Site."

PSLE 3.4: MANHOLES, CATCHPITS AND ACCESSORIESPSLE 3.4.1: Bricks

Add the following:

"Bricks shall be engineering bricks complying with the requirements of SABS 227."

Add the following sub-clause:

"PSLE 3.6: MATERIALS FOR SUBSURFACE DRAINS

(a) Pipes and fittings

Pipes for subsurface drains shall be normal duty, perforated or slotted uPVC pipes complying with SABS 791. Fittings shall be heavy duty and shall also comply with SABS 791.

The size of the perforations in perforated pipes shall in all cases be 8 mm in diameter $\pm$ 1,5 mm, and the number of perforations per metre shall not be less than 26 for 100 mm pipes and 52 for 150 mm pipes. Perforations shall be spaced in two rows for 100 mm pipes and in four rows for 150 mm pipes, as shown on the Drawings.

Slotted pipes shall have a slot width of 8 mm with a tolerance of 1,5 mm in width. The arrangement of the slots is subject to the Engineer's approval, but the total slot area shall not be smaller than that specified for perforations.

(b) Crushed stone

Crushed stone shall be 19 mm single-sized and shall comply with the requirements of SABS 1083.

(c) Geotextiles

Geotextiles shall be a non-woven, spun or thermic-bonded continuous filament fabric consisting of at least 85% by mass of polypropylene, polyester or other approved material and manufactured for civil-engineering applications by a recognised manufacturer."

PSLE 5: CONSTRUCTIONPSLE 5.2: BEDDING AND LAYINGPSLE 5.2.2: Pipe culverts

Add the following:

"The class of bedding required for the various pipe culverts is shown on the Drawings."

PSLE 8: MEASUREMENT AND PAYMENTPSLE 8.2: SCHEDULED ITEMS

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT,

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

Add the following items:

"PSLE 8.2.14: Construct concrete inlet and outlet to pipe culverts:

PSLE 8.2.14(i) 450 mm dia pipe	Unit: No
PSLE 8.2.14(ii) 600 mm dia pipe	Unit: No
PSLE 8.2.14(iii) 750 mm dia pipe	Unit: No
PSLE 8.2.14(iv) 900 mm dia pipe	Unit: No

Add the following items:

PSLE 8.2.15(i) 450 x 450 mm box culvert	Unit: No
PSLE 8.2.15(ii) 600 x 450mm box culvert	Unit: No
PSLE 8.2.15(iii) 750 x 450mm box culvert	Unit: No
PSLE 8.2.15(iv) 900 x 450 mm box culvert	Unit: No

The tendered rate shall include full compensation for all materials, labour, plant and equipment required to construct the in/or outlet as per the drawings. Concrete apron slabs shall be constructed in accordance with SABS 1200G. The rate shall include for the excavation of all footings and foundations and cut-off walls. Excavation and backfilling of the in/or outlet will be paid under SABS 1200DB.

PSLE 8.2.16: Removal of all sand and dirt in existing stormwater drainageStructures and leave in a clean and orderly condition Unit: No

The tendered rate shall include full compensation for materials, labour, plant and equipment required to remove sand and dirt in existing drainage structures, this may include also the flushing of the pipes/boxes. The rate will further cover the removal of the sand and dirt from site to an approved dumping site.

PSLE 8.2.17: Break into existing stormwater drainage pipe or boxand make good Unit: No

The tendered rate shall include full compensation for materials, labour, plant and equipment required to remove sand and dirt in existing stormwater drainage structures, this may include also the flushing of the pipes/boxes. The rate will further cover the removal of the sand and dirt from site to an approved dumping site.

PSLE 8.2.18: Remove existing concrete drainage structure anddispose of and make good Unit: No

The tendered rate shall include full compensation for materials, labour, plant and equipment required to remove the stipulated concrete drainage structure/s and disposal thereof at an approved dumping site.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSM: ROADS (GENERAL)

PSM 7: TESTING

PSM 7.2: PROCESS CONTROL

Add the following:

"Acceptance testing to be carried out by the Contractor shall be done by an independent testing laboratory approved by the Engineer. However, when available, the Ohangwena Regional Council material laboratory will carry out all density tests."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSME: SUBBASE**PSME 3: MATERIALS****PSME 3.2: PHYSICAL PROPERTIES****PSME 3.2.1: Subbase material***Replace the contents of paragraph (a) with the following:*

"(a) The maximum particle dimension of the gravel shall not exceed 63 mm."

Replace the contents of paragraph (d) with the following:

"(d) The CBR shall be specified on the drawings." Delete paragraph (e).

PSME 3.2.2: Gravel shoulder (sidewalks) course material*Replace the contents of this subclause with the following:*

"The material used for gravel shoulders shall comply with the following:

- (a) the PI shall not be less than 6 and not more than $(3 \times \text{GM}) + 10$ / not more than 10
- (b) the maximum particle dimension of the gravel shall not exceed 63 mm and
- (c) the CBR shall be greater than 25 at 95% of modified AASHTO density."

"The material used for gravel wearing course shall comply with the following:

- (a) PI shall not be less than 6 and not more than $(3 \times \text{GM}) + 10$ / not more than 10
- (b) Maximum particle dimension of the gravel shall not exceed 63 mm;
- (c) CBR shall be greater than 45 at 95% of modified AASHTO density."

*Add the following sub-clause:***"PSME 3.2.3: Material from municipal sources**

The Contractor shall obtain material for the construction of the subbase / shoulder from designated borrow pits. Should in the opinion of the engineer insufficient material be available at the site of the works, it may be obtained from borrow pits or commercial sources. Borrow pits allocated by the OMUNGWELUME Settlement Office shall be opened and closed to the approval of the Settlement and a royalty is payable for road building material measured at the borrow pit (no royalty is applicable to municipal contacts). The use of borrow pits is to be confirmed with the Ohangwena Regional Council."

PSME 3.5: SELECTION

Given the high variability of the material quality within the identified borrow sources, the Contractor shall employ adequate control measures at the designated borrow pits to ensure that the material hauled to site conforms to the requirements of the project specifications.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS**PSME 5: CONSTRUCTION**PSME 5.2: EXCAVATIONPSME 5.2.2: Borrow pits

Insert the words "designated by the Engineer and" between the words "pits" and "established" in the first line.

PSME 8: MEASUREMENT AND PAYMENTPSME 8.1: BASIC PRINCIPLES

Insert a semi-colon in the first line of paragraph (b) after the words 'will be paid for once only' and delete the rest of the paragraph.

PSME 8.3: SCHEDULED ITEMS

PSME 8.3.1: Construct the subbase / shoulder gravel wearing course with material excavated from borrow pits.

The rate shall cover the costs of complying of precautions required in terms of clause 5.1 and PSME 3.2.3 selecting, excavating, stockpiling, loading, , spreading and processing the material in accordance with the specifications, lines and levels as indicated. Opening and closing of the borrow pit and dealing with overburden is paid in accordance with SABS 1200 DM.

PSME 8.3.2 Construct the subbase course/shoulders/gravel wearing course with material from designated excavations

Replace the contents of sub-item (a) with the following:

"The rate for (a) shall include full compensation for excavating and selecting subbase material, for loading and transporting the material within the free-haul distance, 'arid for either placing the material on the road or stockpiling the material for later use. When material is stockpiled, the rate shall include compensation for shaping and grading the stockpile so that it is free-draining."

PSME 8.3.3 Construct the subbase course/shoulders/gravel wearing course with material from commercial sources or designated borrow areas

Replace the heading of this item with the following:

"PSME 8.3.3 Construct the subbase course/shoulders/g ravel wearing course with material from commercial sources"

Add the following paragraph:

"This item shall also apply to the construction of subbase course/ shoulders/gravel wearing course with material from borrow pits selected by the Contractor."

Add the following sub-clause:

"PSME 8.3.11: Opening up and closing down of designated borrow pits

"PSME 8.3.11 (i)	Opening up and closing down of borrow pits	Unit: Sum
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CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSDM 8.3.14 (ii) Dealing with overburdenUnit: m³

The provisions of sub-clauses 8.3.4(b) and 8.3.4(c) of SABS 1200D shall apply respectively to items (i) and (ii) above."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSMF BASE COURSE**PSMF 1 MATERIALS**

Approved base course material on streets will be from a commercial source procured by the Contractor unless available from cut material on site.

The base course shall be compacted to 98 % MOD AASHTO in layers of 150 mm thick. The base course material will have a CBR of at least 80 at 98% MOD AASHTO density.

PSMF 1.1 Classes of Excavation (Clause 3.1.2)

Refer to PSD-1.1

PSMF 2 MEASUREMENT AND PAYMENT

The unit of measurement for placed and compacted base course shall be the cubic metres of base course material compacted to a road width (neat finished dimensions) as per Typical Section on the drawings.

Note that the cost of transport from the borrow pit to the site must be included in the rate tendered, as no overhaul will be paid on this item.

The rate tendered will also be deemed to include all costs for the mechanical stabilisation of the material as described in PSMF-1.1.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSMG BITUMINOUS SURFACE TREATMENT**PSMG 1 SCOPE**

This specification covers the preparation and priming of the base layer and the subsequent application of a bituminous single and slurry. The rates of application and mix ratio specified hereunder are for tender purposes only, and the Contractor shall test the aggregates to determine the appropriate rates of application and mix ratio and shall submit designed rates and ratios for approval to the Engineer. Final adjustment of application rates and the mix ratio will accordingly be made for construction purposes.

PSMG 2 MATERIALS**PSMG 2.1 Prime (Clause 3.1)**

The priming material shall be MC-30 cut - back bitumen or MSP 1 inverted emulsion.

PSMG 2.2 Bituminous Binder for Single Seal (Clause 3.3)

65% Cationic spray grade bitumen emulsion shall be used in the two binder applications.

PSMG 2.3 Bituminous Binder for Slurry Seal (Clause 3.4)

65% Anionic stable grade bitumen emulsion shall be used in the slurry seal mixture.

PSMG 2.4 Aggregates (Clause 3.6)

The aggregates required for surfacing of the streets shall be of 19 mm and 13 mm nominal size and crusher dust.

The free haul distance on aggregates is unlimited.

PSMG 3 CONSTRUCTION**PSMG 3.1 Prime (Clauses 5.5.1 and 5.5.2)**

No prime coat shall be applied unless the moisture content of the upper 50 mm of the base course layer to which it is applied is less than 50% of the optimum moisture content (OMC) of the base course material.

The Contractor shall be paid per litre of binder used and shall base his tender on a nominal application rate of 0.75 l/m².

The repair and filling of uneven spots in the completed final base course layer exceeding 12 mm in depth shall be repaired with a premixed bituminous mixture in the following proportions by volume:

- a) 9,5 mm nominal sized aggregate - 1 part
- a) 6,7 mm nominal sized aggregate - 1 part
- b) Crusher sand (dust - fine grade) - 1 part
- c) Net quantity of bitumen (in the 60% stable grade emulsion) - 75 to 90 litre per m³ of aggregate mix.

For irregularities shallower than 12 mm in depth the slurry mixture specified for the slurry seal shall be used. Compaction with steel rollers of 1,5 ton minimum mass shall be done within four (4) hours after the emulsion in the slurry has broken.

PSMG 3.2 APPLICATION RATES AND MIX RATIOS (CLAUSES 5.5.1 AND 5.5.6)

For tender purposes the nominal application rates and mix ratio are:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

For 19 mm Cape Seal:

- a) Tack coat: 1.2 l/m² nett bitumen
- b) 19.0 mm aggregate: 0.013 m³/m²
- c) Penetration coat: 0.4 l/m² nett bitumen
- d) Slurry seal: 0,008 m³/m² – total for two layers
- e) Slurry mix ratio: .20% stable grade emulsion (60%), 1-1,5% cement and 15% water to 100% crusher sand on a mass basis.

For 13.2 mm Cape Seal:

- a) Tack coat : 1,46 l/m² nett bitumen
- b) 13.2 mm aggregate: 0,01 m³/m²
- c) Penetration coat: 1,00 l/m² nett bitumen
- d) Slurry seal: 0,008 m³/m² – total for one layer
- e) Slurry mix ratio: .20% stable grade emulsion (60%), 1-1,5% cement and 15% water to 100% crusher sand on a mass basis.

The immersion index of briquettes made with the slurry mix shall not be less than 75 when tested in accordance with method C5 of TMH1.

Prices for surfacing and for variation of applications shall include loading, transportation and spreading of the material onto the road surface.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSMK KERBING AND CHANNELLING**PSMK 1 SCOPE****PSMK 1.1 General (Clause 1.1)**

Precast concrete barrier and mountable kerbs, in - situ concrete channels and stone pitched drainage chutes are required as specified in the Drawings.

PSMK 2 MATERIALS**PSMK 2.1 Kerb, Channels, Chutes (Clause 3.2)**

All kerbs shall be mountable except around bellmouths at intersections where barrier kerbs are specified in the Drawings.

Channels shall be cast in - situ between kerbs and the subbase layer as shown on the Drawings. Softboard shall be used in expansion joints at approximately ten metre intervals, at every eleventh adjacent kerb unit.

PSMK 2.2 Bedding Materials (Clause 3.9)

Bedding material for kerbs shall consist of Class 15/19 concrete.

PSMK 3 CONSTRUCTION**PSMK 3.1 Stone Pitched Chutes (Clause 5.3)**

The construction of chutes through or on sidewalks at surfaced drifts, low - lying street sections and on slopes of fills, if and where instructed, shall be as specified on the Drawings. If and where instructed these chutes shall also continue through the adjacent properties.

Stone pitching shall be supported by a gravel pavement layer of 150 mm thickness and CBR strength of at least 25% at 95% Mod AASHTO minimum density.

PSMK 4 MEASUREMENT AND PAYMENT**PSMK 4.1 Bedding Material (Clause 8.2.1)**

Full compensation for the provision of bedding material as well as backing of kerbs as specified in Clauses 5.2 MK and 5.4 MK of the SABS shall be included in the rates for the supplying, laying, etc of kerbs and channels. Concrete backing for kerbs shall be provided at least two positions spaced at equal distances behind each kerb. The rates shall also cover the cost of supplying and installing the backing and bedding as specified in Clause PSMK 2.2 and on the Drawings.

PSMK 4.2 Drainage Chutes (Clause PSMK 3.1)

Kerbs and stone pitched drains shall be measured and paid separately. Tendered rates shall include full compensation for excavation, formwork, concrete, supplying and laying of all materials, bedding, filling, provision of the supporting layer, all necessary to construct the drainage chutes as specified in Clause PSMK 3.1.

Straight and curved kerbing and chutes will not be differentiated between for measurement and payment purposes. Any extra costs involved in constructing curved sections will be deemed to be included in the tendered rates.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V: PROJECT SPECIFICATIONS

PSMM: ANCILLARY ROADWORKS**PSMM 1: SCOPE**PSMM 1.1: ITEMS COVERED

The construction of the following items is covered:

- Road traffic signs;

PSMM 3: MATERIALSPSMM 3.2: ROAD SIGNS

All road signs to be used shall be in accordance with the South African Road Traffic Signs Manual. All required road signage is as indicated in the Schedule of Quantities.

PSMM 8: MEASUREMENT AND PAYMENTPSMM 8.3.6: TRAFFIC SIGNS

Replace item with the following:

The rate tendered shall include all costs to supply and install road signs complete with sign faces, supports, excavation, backfilling, etc. as indicated on the drawings.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V2: ACTIVITY SCHEDULE

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT, OHANGWENA REGION**

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS

SECTION V2: ACTIVITY SCHEDULE

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V2: ACTIVITY SCHEDULE

Objectives**PREAMBLE TO THE ACTIVITY SCHEDULE**

1. This Activity Schedule forms part of the Contract Documents and shall be read in conjunction with the General Conditions of Contract, Standard Specifications, Project Specifications, and Drawings.
2. The quantities set out in the Activity Schedule are estimated only, and their accuracy or inaccuracy shall in no way affect the validity of the bid or any contract based thereon. The total amount of each item set out in the Activity Schedule at the rate or price inserted by the bidder shall be stated, but these figures are required solely for the purpose of assessment and shall not be deemed to be the actual sums which shall be paid to the Contractor for the execution of the Works. The sums to be paid to the Contractor shall (subject to the provisions of the General Conditions of Contract) be determined by measuring the work actually done in accordance with the Contract and valuing such work at the rates and prices inserted by the Contractor in the Activity Schedule.
3. Except where otherwise provided for in the Activity Schedule, the bidden rates and prices inserted shall represent full compensation for furnishing the completed item of work described under the respective items and shall cover all labour, materials, transport, cartage, storage, temporary work, constructional plant and overhead charges, watching, lighting, profit and maintenance as well as the general liabilities, obligations and risks arising from the Conditions of Contract, the overhead charges and profit being spread proportionally over the rates of the relative items of the Activity Schedule. The Contractor shall have no claim for further payment in respect of any work or method of execution which may be described or implied in the Contract and for which no corresponding item is given in the Activity Schedule, but the payment thereof shall be deemed to be included in the bidden rates or prices for furnishing the completed item of work.
4. The Contractor shall fill in a rate to each item in the Activity Schedule whether quantities are stated or not. Items against which no rate is entered by the Contractor will not be paid for when executed but will be regarded as covered by other rates in the Activity Schedule.
5. If, when bids are considered, the unit rates multiplied by the quantities for any particular pay items do not agree with the total amount shown, then the unit rates will be accepted as the correct figures and shall prevail over the total amounts. In such cases the amount of each item as well as the gross bidden amounts shall be adjusted accordingly.
6. It is to be understood that the Works as executed will be measured for payment in accordance with the method described in the Contract Documents and under the items as therein set forth notwithstanding any custom to the contrary. The net measurement or weight of the finished work in place will always be taken except where otherwise specified.
7. The quantities of work and material stated in the Activity Schedule shall not be considered as limiting or extending the amount of work to be done or material to be supplied by the Contractor.
8. General directions and descriptions of work and material given in the Specifications are not repeated in the Activity Schedule. Reference shall be made to the Specifications, Special Conditions of Contract and General Conditions of Contract for this information. The pay item refers to the corresponding clauses in the specifications and where "PS" appears reference shall be made to the corresponding clause of the Project Specification.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V2: ACTIVITY SCHEDULE

-
9. The prices and rates in the Activity Schedule will be exclusive of Value Added Tax to be paid as laid down in existing legislation. VAT shall be added separately as directed in the schedule.

REFERENCES

Where cross-references to Clauses and Drawings are given in the Activity Schedule and other Contract Documents, such cross-references are not necessarily complete. References to parts of and Clauses in other Contract Documents and to the Drawings will normally be abbreviated as follows:

<u>DOCUMENT</u>	<u>ABBREVIATION</u>
Conditions of Bid	T
Drawings	Drg
General Conditions of Contract	GCC
Special Conditions of Contract	SCC
Project Specifications	PS
SABS 1200 Standard Specification	SABS1200
Civil Engineering Quantities	CEQ

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROADS.

PART 2: EMPLOYER REQUIREMENTS
SECTION V2: ACTIVITY SCHEDULE

ACTIVITY SCHEDULE

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT, OHANGWENA REGION**

GRAVEL ROADS

**PART 3: CONDITIONS OF CONTRACT AND CONTRACT
FORM**

SECTION VI: GENERAL CONDITIONS OF CONTRACT

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT**Section VI - General Conditions of Contract**

Table of Contents

A. General.....	3
1. Definitions.....	3
2. Interpretation	5
3. Language and Law	5
4. Project Manager's Decisions.....	6
5. Delegation	6
6. Communications.....	6
7. Subcontracting.....	6
8. Other Contractors.....	6
9. Personnel and Equipment.....	6
10. Employer's and Contractor's Risks	6
11. Employer's Risks	6
12. Contractor's Risks	7
13. Insurance	7
14. Site Data.....	8
15. Contractor to Construct the Works.....	8
16. The Works to Be Completed by the Intended Completion Date	8
17. Approval by the Project Manager	8
18. Safety	8
19. Discoveries	8
20. Possession of the Site.....	8
21. Access to the Site.....	8
22. Instructions	9
23. Appointment of the Adjudicator	9
24. Procedure for Disputes.....	9
B. Time Control.....	9
25. Program.....	9
26. Extension of the Intended Completion Date.....	10
27. Acceleration.....	10
28. Delays Ordered by the Project Manager.....	10
29. Management Meetings.....	11
30. Early Warning.....	11
C. Quality Control	11
31. Identifying Defects.....	11
32. Tests	11
33. Correction of Defects.....	11
34. Uncorrected Defects.....	11
D. Cost Control	12
35. Contract Price.....	12
36. Changes in the Contract Price	12
37. Variations.....	12
38. Cash Flow Forecasts.....	13
39. Payment Certificates	13

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

40.	Payments.....	14
41.	Compensation Events	14
42.	Tax	15
43.	Currencies	16
44.	Price Adjustment	16
45.	Retention	16
46.	Liquidated Damages	16
47.	Bonus	17
48.	Advance Payment	17
49.	Securities.....	17
50.	Dayworks.....	18
51.	Cost of Repairs.....	19
52.	Labour Clause	19
E.	Finishing the Contract.....	19
53.	Completion	20
54.	Taking Over	20
55.	Final Account.....	20
56.	Operating and Maintenance Manuals	20
57.	Termination.....	20
58.	Fraud and Corruption	21
59.	Payment upon Termination	22
60.	Property	22
61.	Release from Performance	22

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT**General Conditions of Contract****A. General****1. Definitions****1.1 Boldface type is used to identify defined terms.**

- (a) The Accepted Contract Amount means the amount accepted in the Notification of Award for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (e) Compensation Events are those defined in GCC Clause 41 hereunder.
- (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Notification of Award and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months unless otherwise stated.
- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by the Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period **named in the SCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, including calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Notification of Award.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) SCC means Special Conditions of Contract
- (aa) The Site is the area **defined as such in the SCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC.**

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Notification of award,
- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,
- (g) Drawings,
- (h) Activity Schedule,⁷ and
- (i) any other document **listed in the SCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract must be English and the law governing the Contract is the Law of Namibia.

⁷ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

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| 4. Project Manager's Decisions | 4.1 | Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 5. Delegation | 5.1 | Otherwise specified in the SCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. |
| 6. Communications | 6.1 | Communications between parties that are referred to in the Conditions shall be effective only when in writing to the addresses specified in the SCC . A notice shall be effective only when it is delivered. |
| 7. Subcontracting | 7.1 | The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 8. Other Contractors | 8.1 | The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification. |
| 9. Personnel and Equipment | 9.1 | The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. |
| | 9.2 | If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract. |
| 10. Employer's and Contractor's Risks | 10.1 | The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks. |
| 11. Employer's Risks | 11.1 | From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks: |
| | (a) | The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to |
| | (i) | use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or |

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
 - (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks
 - 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance
 - 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
 - (a) loss of or damage to the Works, Plant, and Materials.
 - (b) loss of or damage to Equipment.
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
 - 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of notification of award. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
 - 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
 - 13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
 - 13.5 Both parties shall comply with any conditions of the insurance policies.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

	13.6	The policies which are in the joint names of the Contractor and the Employer shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Employer.
14. Site Data	14.1	The Contractor shall be deemed to have examined any Site Data referred to in the SCC , supplemented by any information available to the Contractor.
15. Contractor to Construct the Works	15.1	The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
16. The Works to Be Completed by the Intended Completion Date	16.1	The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
17. Approval by the Project Manager	17.1	The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
	17.2	The Contractor shall be responsible for the design of Temporary Works.
	17.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	17.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	17.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works are subject to prior approval by the Project Manager before use.
18. Safety	18.1	The Contractor shall be responsible for the safety of all activities on the Site.
19. Discoveries	19.1	Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the Site	20.1	The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within thirty days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date stated in the SCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
21. Access to the Site	21.1	The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

- 22. Instructions**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Notification of award. If, in the notification of award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 15 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 30 days of receipt of such request.
- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 15 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within thirty (30) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above thirty (30) days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and, in the place, **specified in the SCC**.

B. Time Control

- 25. Program**
- 25.1 Within the time **stated in the SCC**, after the date of the Notification of award, the Contractor shall submit to the Project Manager for approval

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

- a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 26. Extension of the Intended Completion Date**
- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event (as defined in GCC 41) occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 27. Acceleration**
- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

- | | |
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| 29. Management Meetings | <p>29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p> |
| 30. Early Warning | <p>30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p> |

C. Quality Control

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| 31. Identifying Defects | 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect. |
| 32. Tests | 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event. |
| 33. Correction of Defects | <p>33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> |
| 34. Uncorrected Defects | 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. |

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT**D. Cost Control**

- 35. Contract Price**
- 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.
- Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.
- 36. Changes in the Contract Price**
- 36.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 37. Variations**
- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

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

**38. Cash Flow
Forecasts**

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

**39. Payment
Certificates**

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the Project Manager.

39.4 The value of work executed shall comprise:

(a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

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

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

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

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

Notwithstanding the transfer of ownership the responsibility for care and custody thereof together with the risk of loss or damage thereto shall

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

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

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions to the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**41. Compensation
Events**

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of award from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - (a) reason of any exceptionally adverse weather conditions (as specified in the BDS) and
 - (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

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

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

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

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

- 43. Currencies** 43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the SCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

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

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

where:

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

A_c and B_c are coefficients⁸ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and loc is the index prevailing 28 days before Bid opening for inputs payable: both in the specific currency "c."

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

- 45. Retention** 45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.
- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

- 46. Liquidated Damages** 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The

⁸ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sums of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

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

47. Bonus

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

48. Advance Payment

- 48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Notification of award and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.
- 49.2 (a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:
- (i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

(ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.

(b) For contracts above N\$ 5 M, the preference security shall be in the form of an "on demand" bank guarantee for an amount in a convertible currency equivalent to the difference between its bid price and the bid price of the lowest bid if the Margin of Preference was not applicable. It shall be issued by a commercial bank located in the Republic of [Insert name of country].

(c) For contracts up to N\$ 5 M, an amount equal to the value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.

(d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer's Representative as per GCC 53.

(e) The cost of providing the security shall be borne by the Contractor.

49.3 Where a Preference Security is applicable:

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

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

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

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

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

50. Dayworks

50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

- 50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 51. Cost of Repairs** 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- 52. Labour Clause** 52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned.
 - (ii) by arbitration awards; or
 - (iii) by Remuneration Regulations made under the Labour Act, 2007.
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.
- 52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:
- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
 - (b) stating whether any remuneration payable in respect of work done is due;
 - (c) containing such other information as the Chief Executive Officer of the Public Body administering the contract may require to satisfy himself that the provisions under this clause have been complied with.
- 52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under the relevant subsection, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.
- 52.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

E. Finishing the Contract

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

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|---------------------------------------|--|
| 53. Completion | 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed. |
| 54. Taking Over | 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion. |
| 55. Final Account | 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate. |
| 56. Operating and Maintenance Manuals | <p>56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.</p> <p>56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.</p> |
| 57. Termination | <p>57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate; (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (f) the Contractor does not maintain a Security, which is required; |

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
 - (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.
- 57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 58. Fraud and Corruption**
 - 58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].
 - 58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.
 - 58.3 For the purposes of this Sub-Clause:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent,

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROAD

PART 3: CONDITIONS OF CONTRACT
& CONTRACT FORM
SECTION VI: GENERAL CONDITIONS OF CONTRACT

coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

59. Payment upon Termination

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

60. Property

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

61. Release from Performance

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

OHANGWENA REGIONAL COUNCIL

PROCUREMENT REF. NO.:
W/ONB/OHRC17-02/2026/2027

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN
OMUNGWELUME SETTLEMENT, OHANGWENA
REGION**

GRAVEL ROADS

**PART 3: CONDITIONS OF CONTRACT AND CONTRACT
FORM**

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

OHANGWENA REGIONAL COUNCIL

PROCUREMENT REF. NO.:
W/ONB/OHRC17-02/2026/2027CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VII: SPECIAL CONDITIONS OF CONTRACT**SECTION VII: SPECIAL CONDITIONS OF CONTRACT**Procurement Reference Number: **W/ONB/OHRC17-02/2026/2027**

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

GCC Clause Reference	Special Conditions
A. General	
Purchaser SCC 1.1(r)	The Employer is: Ohangwena Regional Council Private Bag 88011, Eenhana Tel: (065) 264 300/ Fax: (065) 263 033 Mr. E I. Haimbili
Intended Completion Date SCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be: 3 calendar months from the site handover date
Project Manager SCC 1.1(y)	The Project Manager is: Denchi Consulting Engineers PO Box 11695 Oshakati Namibia.
Site SCC 1.1(aa)	The Site is located in Omungwelume, Ohangwena Region and is defined in the Drawings.
Start Date SCC 1.1(dd)	The Start Date shall be: 14 days after Notification of Award
The Works SCC 1.1(hh)	The Works consist of: The Construction of gravel roads.
Interpretation SCC 2.2	Sectional Completions are: N/A
Interpretation GCC 2.3 (i)	The following documents also form part of the Contract: N/A
Delegation SCC 5.1	The Project Manager <i>may</i> delegate any of his duties.
Notices SCC 6.1	Any notice shall be sent to the following addresses: <i>Denchi Consulting Engineers (Pty) Ltd</i> <i>PO Box 11695,</i> <i>Oshakati</i> Tel: 083 341 0152 Fax: (061) 231 703

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
	Contractor: <i>[Insert contractor's full address]</i> _____ _____ _____ _____
SCC 8.1	Schedule of other contractors: <i>N/A</i>
Insurance SCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: (a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i> (b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract <i>for an amount representing the value of the properties that are exposed to the action of the Contractor in the execution of the works. It will extend to the property of the Procuring Entity as well.</i> (d) for personal injury or death: (i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i> (ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i> (e) for loss or damage to materials on-site and for which payment has been included in the Interim Payment Certificate, where applicable. The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the Contractor.
Site Data	The site Data are: Omungwelume, Ohangwena Region.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
GCC 14.1	
Possession of the Site GCC 20.1	The Site Possession Date shall be: Within thirty days of receiving the Performance Security, the insurance covers and the Program for the Works, all as per requirements.
GCC 23.1 & SCC 23.2	Appointing Authority for the Adjudicator: (To be well outlined in actual Contract)
Procedure for Disputes GCC 24.	In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party. The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to: [Public Entity to choose one of the following] "commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. or " the competent courts of Namibia"
SCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
SCC 24.4	<i>For large contracts with domestic contractor or for contract with foreign contractor:</i> Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian law by an Arbitrator to be appointed by both parties to the dispute or, in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding on both parties". " Not Applicable"
B. Time Control	
Program SCC 25.1	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Notification of award.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
SCC 25.3	The period between Program updates is 30 days. The amount to be withheld for late submission of an updated Program is N\$1000.00
C. Quality Control	
Defects Liability Period SCC 33.1	The Defects Liability Period is: 365 days .
Payment Certificates GCC 39.7	Interim Payment for Plant and Material on site is applicable. The payment shall be limited to 80% of the material cost on site.
D. Cost Control	
Adverse weather Conditions SCC 41.1 (I)	Weather events in excess of the maximum for the month for the region provided by the Namibia Meteorological Service and as indicated in the table below. The Contractor is reminded that the Engineer may not authorize any extension of time for the completion of the works on this Contract without written consent of the Employer, except for extensions of time resulting from abnormal rainfall. Requests for extension of time must be fully motivated by the Contractor. The original programme showing the critical path (the series of activities, connected end-to-end, determining the shortest total length of the project) must be submitted together with the motivation. The evaluation of the request will be made taking time lost on the critical path into consideration. No extension of time will be considered if time was not lost on critical path items. Extension of time will be granted to the Contractor due to delayed deliveries on the part of suppliers only if the Contractor can prove that he has taken all reasonable steps to order materials on time and that the delay is entirely due to circumstances beyond his control. In such circumstances no Time-Related Preliminary & General Obligations will be payable nor will additional escalation be payable for the extended contract period. The contractor must submit proof of order date and time for delivery as supplied by the supplier to the contractor. Extension of time for completion shall be granted under Clause 8.4 (c) of the General Conditions of Contract for "exceptionally adverse climatic conditions" which shall include but not be limited to abnormal rainfall, abnormal windy conditions, and mist.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions																																							
	The extension of time resulting from abnormal rainfall shall be calculated as follows: Extension of time resulting from abnormal rainfall Average rainfall figures based on rainfall records for Omungwelume are given in the table below. The monthly average (Nn and Rn) for this period shall, for the purpose of this contract, be taken to be the normal rainfall. The appropriate value of the constants in the rainfall formula shall be those given below. <table><tr><th>Month</th><th>Average Monthly Rainfall (mm) (Rn)</th><th>Average Number of Days with Rainfall exceeding 10mm (Nn)</th></tr><tr><td>January</td><td>117.4</td><td>5.4</td></tr><tr><td>February</td><td>126.2</td><td>5.4</td></tr><tr><td>March</td><td>98.3</td><td>3.2</td></tr><tr><td>April</td><td>36.4</td><td>1.1</td></tr><tr><td>May</td><td>3.1</td><td>0.0</td></tr><tr><td>June</td><td>0.6</td><td>0.0</td></tr><tr><td>July</td><td>0.1</td><td>0.0</td></tr><tr><td>August</td><td>0.0</td><td>0.0</td></tr><tr><td>September</td><td>2.3</td><td>0.0</td></tr><tr><td>October</td><td>13.6</td><td>1.1</td></tr><tr><td>November</td><td>50.1</td><td>3.2</td></tr><tr><td>December</td><td>81.9</td><td>3.2</td></tr></table> <i>The average rainfall for Omungwelume = 530mm</i> Extension of time in respect of abnormal rainfall shall be determined in terms of method (i) below. The maximum extension of time that will be considered in respect of any given period will be the number of working days in the period concerned on which work may be executed. Method (i) (Rainfall formula) Extension of time in accordance with this method shall be calculated separately for each calendar month or part thereof according to the formula below. It shall be calculated for the full period of completion of the contract, including any extension thereof that may have been granted: $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$	Month	Average Monthly Rainfall (mm) (Rn)	Average Number of Days with Rainfall exceeding 10mm (Nn)	January	117.4	5.4	February	126.2	5.4	March	98.3	3.2	April	36.4	1.1	May	3.1	0.0	June	0.6	0.0	July	0.1	0.0	August	0.0	0.0	September	2.3	0.0	October	13.6	1.1	November	50.1	3.2	December	81.9	3.2
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CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
	If any value of V is negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n. The symbols shall have the following meanings: V = Delay due to rain in calendar days in respect of the calendar month under consideration N_w = Actual number of days during the calendar month on which the rainfall of Y mm or more was recorded R_w = Actual rainfall in mm for the calendar month under consideration N_n = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the Project Specifications) on which a rainfall of Y mm or more per day was recorded R_n = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the Project Specifications. $X = 20$, unless otherwise provided in the Project Specifications $Y = 10$, unless otherwise provided in the Project Specifications The total delay that will be taken into account for the determination of the total extension of time for the contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed $(N_c - N_n)$ calendar days, where N_c = the number of calendar days in the month under consideration. The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day. The factor $R_w - R_n + X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevented or disrupted work. This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned. Accurate rain gauging shall be taken at a suitable point on the site daily at 08h00 unless otherwise agreed to by the Engineer, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
	Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the Project Specifications, together with calculations of rain delays for the previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the contractor shall accommodate in his programme, and for which no extension of time will be considered. Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the Project Specifications, together with calculations of rain delays for the previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the contractor shall accommodate in his programme, and for which no extension of time will be considered. No extension of time will be considered due to local strikes caused by disputes between the labour-force and the Contractor.
GCC 43.1	The currency of the Employer's country is: Namibian Dollars.
Price Adjustment GCC 44.1	The Contract is not subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients does not apply. The coefficients for adjustment of prices are: (a) For currency [insert name of currency]: (i) [Insert percentage] percent nonadjustable element (coefficient A). (ii) [Insert percentage] percent adjustable element (coefficient B). (b) For currency [insert name of currency]: (i) [Insert percentage] percent nonadjustable element (coefficient A). (ii) [Insert percentage] percent adjustable element (coefficient B). The Index I for local currency shall be [insert index]. The Index I for the specified international currency shall be [insert index]. [These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer] The Index I for currencies other than the local currency and the specified international currency shall be [insert index]. [These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer].
Retention SCC 45.1	The proportion of payments retained is: 10%
Liquidated Damages SCC 46.1	The liquidated damages for the whole of the Works are 1% of the Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is: 30% Contract Price.

OHANGWENA REGIONAL COUNCIL

PROCUREMENT REF. NO.:
W/ONB/OHRC17-02/2026/2027CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VII: SPECIAL CONDITIONS OF CONTRACT

GCC Clause Reference	Special Conditions
Bonus GCC 47.1	The Bonus for the whole of the Works is 0% of the final Contract Price per day. The maximum amount of Bonus for the whole of the Works is 0% of the final Contract Price.
Advance Payment GCC 48.1	The Advance Payments shall be: <i>N\$0.00</i> and shall be paid to the Contractor no later than <i>Not Applicable</i> .
Performance Security SCC 49.1	The Performance Security amount is 10% (Ten percent) of the Contract Price. a) Bank Guarantee: 10% (Ten percent) of the Contract Price A Bank Guarantee shall be unconditional (on demand) (see Section VIII. Security Forms).
E. FINISHING THE CONTRACT	
SCC 56.1	The date by which operating and maintenance manuals are required is before issuance of the completion certificate. The date by which "as built" drawings are required is before issuance of the completion certificate.
SCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is N\$20,000.00 (Twenty Thousand Namibian Dollars).
SCC 57.2 (g)	The maximum number of days is: <i>70 (seventy) calendar days</i> .
SCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20% (Twenty percent).

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VIII: CONTRACT FORMS

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT, OHANGWENA REGION**

GRAVEL ROADS.

**PART 3: CONDITIONS OF CONTRACT AND CONTRACT
FORM**

SECTION VIII: CONTRACT FORMS

Note: These Contract Forms shall not be filled in for the submission of this bid, however, bidder is expected to initial them as required. They are required by successful bidder(s) by the time of signing the Contract.

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VIII: CONTRACT FORMS

Notification of award*[on letterhead of the Employer]*..... **[date]** To: **[name and address of the Contractor]** Subject: **[Notification of Award Contract No.]**

This is to notify you that your Bid dated **[insert date]** for execution of the
[insert name of the contract and identification number, as given in the Appendix to Bid] . .
..... for the Accepted Contract Amount of. **[insert amount in numbers and words**
in Namibian Dollars], as corrected and modified in accordance with the Instructions to Bidders,
is hereby accepted by *(insert name of Public Entity)*.

You are requested to furnish the Performance Security within 21 days in accordance with the
General Conditions of Contract, using for that purpose of the Performance Security Form included
in Section VI (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Public Entity:

Attachment: Contract Agreement

*[This form is simply a guide and may be amended as far as possible to suit requirements of the
public entity]*

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VIII: CONTRACT FORMS

Contract Agreement

THIS AGREEMENT made on the day of
between **Ohangwena Regional Council** (hereinafter "the Employer"), of the one part, and
.....(hereinafter "the Contractor"),
of the other part:

WHEREAS the Employer desires that the Works known as CONSTRUCTION OF GRAVEL ROADS
should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution
and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are
respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this
Agreement. This Agreement shall prevail over all other Contract documents.
 - a. the Notification of Award
 - b. the Bid
 - c. the Addenda Nos
 - d. the Appendix to the General Conditions of Contract
 - e. the General Conditions of Contract;
 - f. the Specification
 - g. the Drawings; and
 - h. the completed Schedules.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated
in this Agreement, the Contractor hereby covenants with the Employer to execute the Works
and to remedy defects therein in conformity in all respects with the provisions of the
Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and
completion of the Works and the remedying of defects therein, the Contract Price or such
other sum as may become payable under the provisions of the Contract at the times and in
the manner prescribed by the Contract.

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

Signed by: Signed by:

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VIII: CONTRACT FORMS

Date: _____
for and on behalf of the Employer

for and on behalf of the Contractor

in the
presence of:

Name:

Signature:

Address:

Date:

in the
presence
of:

Name:

Signature:

Address:

Date:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VIII: CONTRACT FORMS**[This form is to be deleted if Performance Security is not applicable]
CONTRACT****APPENDIX TO****PERFORMANCE SECURITY (BANK GUARANTEE)***[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*Date: *[insert date (as day, month, and year) of Bid Submission]*Procurement Reference No. and title: *[insert no. and title of bidding process]*Bank's Branch or Office: *[insert complete name of Guarantor]*Beneficiary: *[insert complete name of Purchaser]***PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)⁹ 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]*,¹⁰ 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)****Sample Form of Preference Security**

⁹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

¹⁰ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VIII: CONTRACT FORMS**Form of Preference Security
(Bank Guarantee)**To: _____ *[name of Employer]*
_____ *[address of Employer]*WHEREAS _____ *[name and addresses of the contractor]* (hereinafter called "the Contractor"), has undertaken in pursuance to Contract No. _____ dated _____ to execute _____ *[name of Contract and brief Description of Works]*, (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a local commercial bank for the sum specified therein as security for compliance with his obligation stated in Sub-Clause 49.2 of the Conditions of Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of Guarantee]*¹, we undertake to pay you, upon your first written demand and without your having to substantiate such demand any sum within the limit of _____ *[amount of Guarantee]*.¹

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date of the Completion Certificate.

Signature and Seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____**Advance Payment Security*****[Bank's Name, and Address of Issuing Branch or Office]***Beneficiary: *[Name and Address of Employer]*

Date:

Advance Payment Guarantee No.:

We have been informed that *[name of the Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the Contract]* dated with¹¹ Amount to be inserted by the Guarantor in accordance with Sub-Clause 49.2 of the General Conditions of Contract

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VIII: CONTRACT FORMS

you, for the execution of **[name of contract and brief description of Works]** (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum **[name of the currency and amount in figures]** ¹ (**[amount in words]**) is to be made against an advance payment guarantee.

At the request of the Contractor, we **[name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[name of the currency and amount in figures]** * (**[amount in words]**) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number **[Contractor's account number]** at **[name and address of the Bank]**

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ... day of ², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

..... **[Seal of Bank and Signature(s)]**

Note –

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1 The Guarantor shall insert an amount representing the amount of the advance payment denominated in Namibian Dollars as specified in the Contract.

2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. 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: "The Guarantor agrees 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 the Guarantor before the expiry of the guarantee."

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT.

GRAVEL ROADS.

PART 3: CONDITIONS OF CONTRACT AND
CONTRACT FORM
SECTION VIII: CONTRACT FORMS

Invitation for Bids (IFB)

Procurement Reference Number: W/ONB/OHRC17-02/2026/2027

1. Bids are invited through Open National Bidding (ONB) in terms of Section 29 (1) (a) and 72 (1) of the Public Procurement Act, 2015 (Act No. 15 of 2015) as amended procedures for **Construction of Gravel Roads in Omungwelume Settlement, in Ohangwena Region**. The invitation is reserved and open to all Namibian (Local Suppliers) bidders in terms of Section 72 (1) of the Public Procurement Act, 2015 as amended.

2. Interested eligible bidders may obtain further information from **Ohangwena Regional Council between 10H00 am and 16H00 pm:**

Enquiries: Ms Hendrina Linus at +26464-833410152
Mr Etuhole I. Hambili at +26465 264314

3. Qualifications requirements included in the **Instruction to Bidder (ITB)** section. **Margin of Preferences "Not Applicable"**. Furthermore, any additional details are provided in the Bidding Document.
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 **NS 300.00**. The method of payment will be bank deposit and/or electronic funds transfer (EFT) into: The Ohangwena Regional Council bank account;

Account Name: Ohangwena Regional Council
Account Number: 55580019427
Bank Name: First National Bank
Branch Code: 281 – 773
Branch Name: Eenhana

The Bidding document can be collected at the Regional Council Office, reception area in Eenhana, 113 Church Street and/or downloaded from Electronic Government Procurement (E-GP) portal: <https://egp1.gov.na/>

5. Bids must be delivered to the below stated address on or before **Wednesday, 07 October 2026 at 10H00 am**. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person on **Wednesday, 07 October 2026 at 10H00 am**. All bids must be accompanied by a Bid-Securing Declaration.

6. The address referred to above is:

Ohangwena Regional Council
113 Church Street, Reception area
Private Bag 88001 Eenhana,
Namibia

Telephone No: +26465264300**Email Address: procurement@ohangwenarc.gov.na**

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROADS.

PART 2: EMPLOYER'S REQUIREMENTS
SECTION V3: BIDDING DRAWINGS

Procurement Reference No: W/ONB/OHRC17-02/2026/2027

**CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT, OHANGWENA REGION**

GRAVEL ROADS.

PART 2: EMPLOYER'S REQUIREMENTS

SECTION V3-1: BIDDING DRAWINGS

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME
SETTLEMENT

GRAVEL ROADS.

PART 2: EMPLOYER'S REQUIREMENTS
SECTION V3: BIDDING DRAWINGS

The following drawings will form part of the Bid document and have been included in VOLUME 3 of the bid documentation.

LIST OF DRAWINGS (1 OF 1)

LOCALITY AND GENERAL PLANS**DRAWING NO.****EMPLOYER NO.****DESCRIPTION**

2618/R/LP01

-

LOCALITY PLAN AND LIST OF DRAWINGS

ACCESS ROADS LAYOUT PLANS**DRAWING NO.****EMPLOYER NO.****DESCRIPTION**

2618/R/KP01

-

ROADS LAYOUT PLAN

TYPICAL DETAILS**DRAWING NO.****EMPLOYER NO.****DESCRIPTION**

2618/R/TP01

-

TYPICAL ROAD CROSS SECTIONS

2618/R/TP02

-

CONSTRUCTION SIGN BOARD

Drawings:

A3 size drawings (not to scale) for bid purposes have been included in Volume1. Once the successful bidder is appointed, three (3) sets of complete, to-scale A1 drawings will be issued for construction purposes.

OHANGWENA REGIONAL COUNCIL

PROCUREMENT REF. NO.: XXXXX

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME SETTLEMENT
OHANGWENA REGION,

SCHEDULE A1

PART 1: PRELIMINARY & GENERAL

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	RATE (N\$)	AMOUNT (N\$)
1200 A						
8.3	A1.	SCHEDULE FIXED CHARGE AND VALUE RELATED ITEMS				
8.3.1	A1.1	Contractual Requirements	Sum	1		
8.3.2	A1.2	Provision of Facilities on Site				
		(a) Facilities required by Contractor				
	A1.2.1	(i) Site Offices and storage area	Sum	1		
	A1.2.2	(ii) Workshops	Sum	1		
	A1.2.3	(iii) Laboratory	Sum	1		
	A1.2.4	(iv) Ablution and latrine facilities	Sum	1		
	A1.2.5	(v) Tools and equipment	Sum	1		
	A.1.2.6	(vi) Water supplies, electrical power and communications	Sum	1		
	A.1.2.7	(vii) Construction Signboards	Sum	1		
8.3.3	A1.3	General Responsibilities and Other Fixed Charge Obligations	Sum	1		
8.3.4	A1.4	Removal of Site Establishment	Sum	3		
8.4	A2.	SCHEDULED TIME-RELATED ITEMS:				
8.4.1	A2.1	Contractual Requirements	month	3		
8.4.2	A2.2	Operation and Maintenance of Facilities on Site				
		(a) Facilities required by Contractor				
	A2.2.1	(i) Offices and storage sheds	month	3		
8.4.2	A2.2.4	(iv) Ablution facilities	month	3		
Carried Forward						

OHANGWENA REGIONAL COUNCIL

PROCUREMENT REF. NO.: XXXXX

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME SETTLEMENT
OHANGWENA REGION,

SCHEDULE A1

PART 1: PRELIMINARY & GENERAL

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	RATE (N\$)	AMOUNT (N\$)
Brought Forward						
8.4.2	A2.2.5	(v) Tools and equipment	month	3		
	A2.2.6	(vi) Water supplies, electrical power and communications	month	3		
8.4.3	A2.3	Supervision for Duration of Construction	month	3		
8.4.4	A2.4	Company and Head Office Overhead Costs	month	3		
8.4.5	A2.5	General Responsibilities and Other Time Related Obligations	month	3		
8.6	A3.	PRIME COST SUMS				
	A3.1	(i) Additional tests required by the Engineer		PC SUM	8,000.00	8,000.00
	A3.2	(ii) Charge required on item (i) above:	%		0.10	800.00
	A3.3	(iii) Relocation of services by the employer or a nominated sub-contractor (or as ordered by the Engineer)		PC SUM	8,000.00	8,000.00
	A3.4	(iv) Charge required on item (iii) above:	%		0.10	800.00
Carried Forward						

OHANGWENA REGIONAL COUNCIL

PROCUREMENT REF. NO.: XXXXX

CONSTRUCTION OF GRAVEL ROADS IN OMUNGWELUME SETTLEMENT
OHANGWENA REGION,

SCHEDULE A1

PART 1: PRELIMINARY & GENERAL

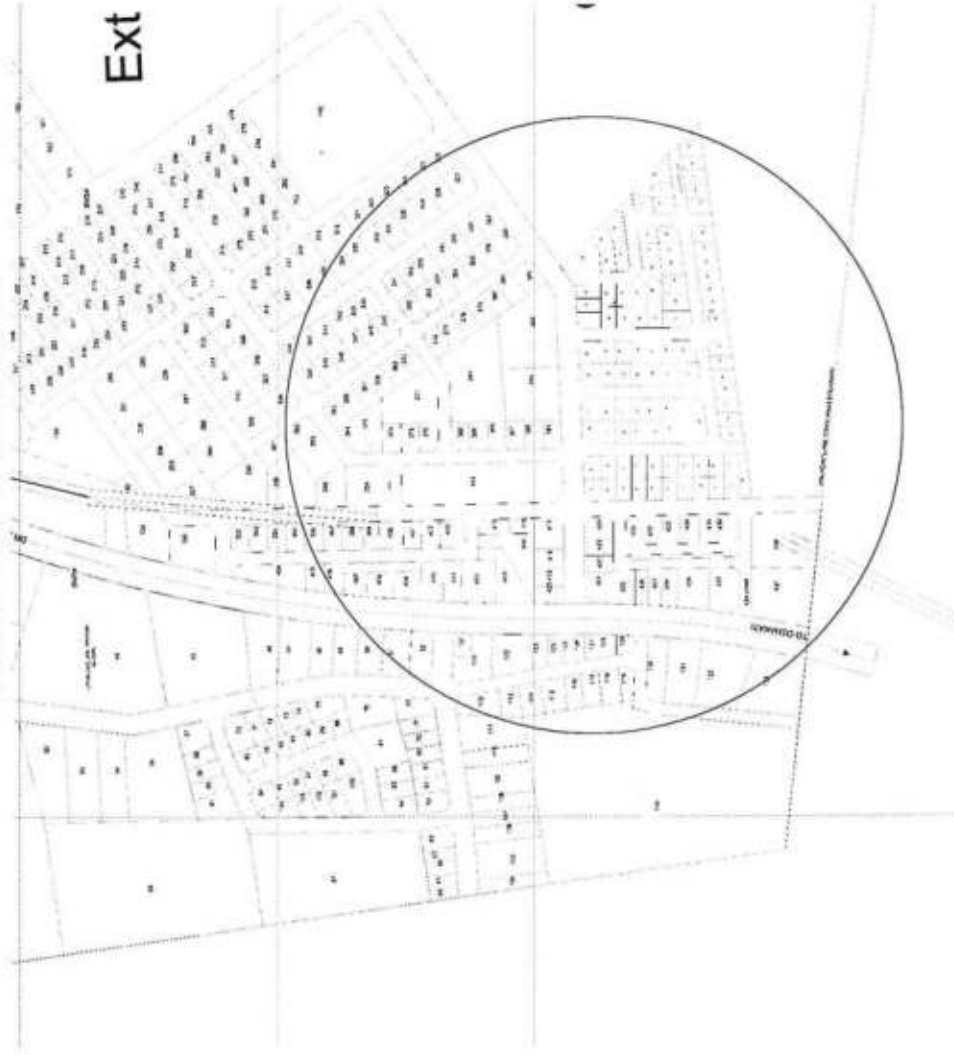
PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	RATE (N\$)	AMOUNT (N\$)
Brought Forward						
8.8.2	A4.	ACCOMODATION OF TRAFFIC				
8.8.4	A5.	LOCATION AND PROTECTING OF EXISTING SERVICES				
	A5.1	(a) Provision of detecting services for:				
	A5.1.1	(i) Water and sewer pipes	Prov. Sum	1	2,000.00	2,000.00
	A5.1.2	(ii) Electrical and other cables	Prov. Sum	1	2,000.00	2,000.00
	A5.2	(b) Hand excavation necessary for locating and exposing existing services in all material:				
	A5.2.1	(i) In Roadways	m ³	5	100.00	500.00
	A5.2.1	(ii) In all other areas	m ³	5	100.00	500.00
TOTAL SECTION (A) SABS1200 CARRIED TO SUMMARY						

PREPARED BY DENCHI CONSULTING ENGINEERS (PTY) LTD

OHANGWENA REGIONAL COUNCIL

PROCUREMENT REF NO. W/ONB/OHRC

CONSTRUCTION OF GRAVEL ROAD



LIST OF DRAWINGS

ROADS INFRASTRUCTURE	DCE
GENERAL	DRAWING No.
LOCALITY PLAN AND LIST OF DRAWINGS	2018/01/01
ROAD KEY PLAN	2018/01/01
TYPICAL PLANS	
TYPICAL CROSS SECTION GRAVEL ROAD DETAILS	2018/01/01
CONSTRUCTION SIGN BOARD	2018/01/01

NOTES

DATE	2018/01/01
BY	2018/01/01
CHECKED	2018/01/01
APPROVED	2018/01/01



CONTRACT NO.

DATE

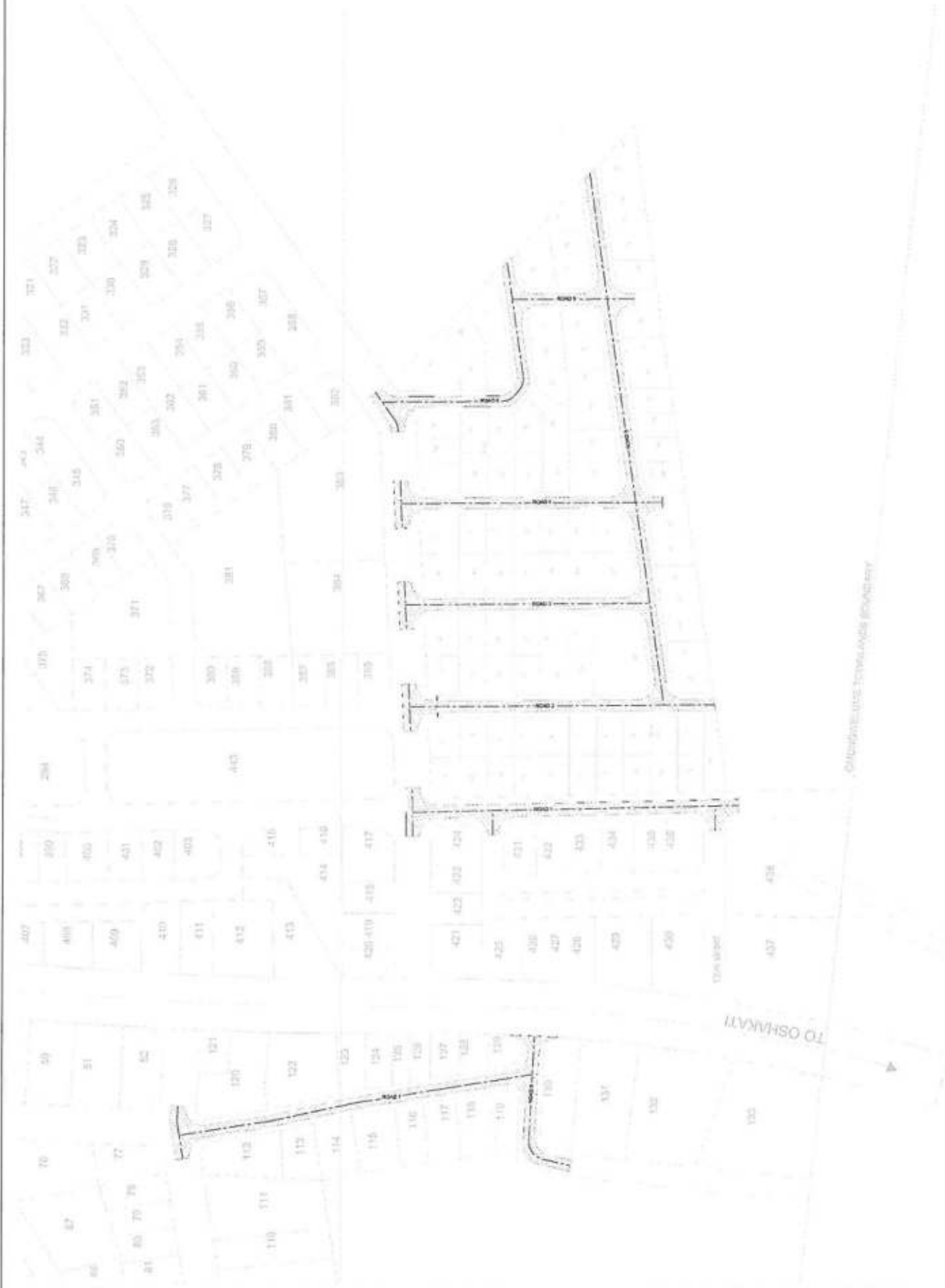
DENCHI

CONSTRUCTION OF GRAVEL ROAD AT
OHANGWENA REGIONAL COUNCIL

LOCALITY PLAN & LIST OF DRAWINGS

DATE	2018/01/01
BY	2018/01/01
CHECKED	2018/01/01
APPROVED	2018/01/01

SHEET NO. 1



NOTES

1. ROAD BED PREPARATION: THE ROAD BED SHALL BE PREPARED TO A MINIMUM OF 15% COMPACTED TO A MINIMUM OF 15% AT THE SPECIFIED DENSITY.
2. SELECTED SUBGRADE (S7): THE SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 15% AT THE SPECIFIED DENSITY.
3. GRAVEL WEARING COURSE LAYER: THE GRAVEL WEARING COURSE LAYER SHALL BE 15% COMPACTED TO A MINIMUM OF 15% AT THE SPECIFIED DENSITY.
4. DRAINAGE: DRAINAGE SHALL BE PROVIDED AT 10% SLOPE.
5. GRADING COEFFICIENT (GC): SHALL BE BETWEEN 100 AND 200.
6. THE CALIFORNIA BEARING RATIO SHALL BE 100 8% MOD.

DATE	10/10/2018
BY	10/10/2018
CHECKED	10/10/2018
APPROVED	10/10/2018



CONSULTANTS



CONSTRUCTION OF GRAVEL ROAD AT CHANGWELLES TOWNSHIP BOUNDARY

ROAD LAYOUT PLAN

PROJECT NO.	2018-01-001
DATE	10/10/2018
BY	10/10/2018
CHECKED	10/10/2018
APPROVED	10/10/2018

