



OSHIKOTO REGIONAL COUNCIL

Tel: 065-244 800

procurement@oshikotorc.gov.na

P.O. Box 19247

OMUTHIYA

**MAINTENANCE OF ACCESS ROAD AT EXTENSION-1 IN OSHIVELO
SETTLEMENT AREA, OSHIKOTO REGION**

BID NO:W/ONB/ORC-01/2026

Name of bidder:	
E-mail of bidder:	
Contact No. of Bidder:	
Bid Amount:	N\$ 300.00
Amount in Words:	

Issued: [21 September 2026]

Deadline: [23 October 2026]

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**OSHIKOTO REGIONAL COUNCIL
PROCUREMENT MANAGEMENT UNIT**



ONB INVITATION

INVITATION FOR BID NO	W/ONB/ORC-01/2026
INVITATION FOR BID TITLE	MAINTENANCE OF ACCESS ROAD AT EXTENSION-1 IN OSHIVELO SETTLEMENT AREA, OSHIKOTO REGION
DESCRIPTION	Bids are hereby invited through Open National Bidding (ONB) from experienced Contractors for the Maintenance of Access Road at Extension-1 in Oshivelo Settlement Area, Oshikoto Region
CLOSING DATE & TIME	<i>[Closing Date: 23 October 2026 at 11:00] [Bid Opening time: 11:05]</i>
BID DOCUMENTS	Available on the Oshikoto Regional Council Website (https://egp1.gov.na/EGovProcClient/ and https://oshikotorc.gov.na) from Monday, [21 st September 2026].
BID CLARIFICATION MEETING	None
BID CLARIFICATION CLOSE	23 OCTOBER 2026
LEVY (non-refundable)	N\$300.00 (non-refundable)

ENQUIRIES Oshikoto Regional Council
Ms. Maria Iita
Tel: +264 65 244 800
Email: kmiita@yahoo.com/
procurement@oshikotorc.gov.na

DELIVERY ADDRESS Oshikoto Regional Council
Sealed envelope clearly marked the Procurement Management Unit
IFB number should be delivered to Private Bag 19247
Tel: +264 65 244 800
Omuthiya, Oshikoto Region



LIST OF ATTACHMENTS (To be completed by BEC)

Description	Attached /Completed	Not Attached
Bid Submission Form		
Priced bill of quantities		
Certified Copy of Company Registration Certificate		
Original or Certified Copy of Valid Good Standing Tax Certificate		
Original or Certified Copy of Valid Good Standing Social Security		
Valid certified copy of Affirmative Action Compliance Certificate or Exemption Letter		
Completed and Signed Written undertaking in terms of section 138 of the Labour Act		
Letter of Intent from a Financial Institution – To Issue 10% Performance Guarantee of Contract Value		
Completed and Signed Bid Submission Form and Schedules		
Completed and Signed Bid Securing Declaration Form		
Evidence of signatory authorized to sign the bid (Power of attorney) (if applicable)		
Completed and Signed Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract (all documents dully signed and initialled)		
Number of works of a nature and amount similar to the Works performed as prime Contractor over the last 3 years (completion certificate to be attached)		
Major items of Contractor's Equipment proposed for carrying out the Works (provide proof of Ownership or letter of intent/ Lease Agreement in case of hiring).		

Qualifications and experience of key personnel proposed for administration and execution of the Contract (attach Detailed CV)		
Financial reports for the last 3 years: (Attach Audited Financial Statements)		
Evidence of access to financial resources to meet the qualification requirements:(Attach lines of credit or Overdraft letter)		
Preliminary Programme of Works (Gantt Chart)		
Letter of Authority to Seek information from the bidder's Banker		
Bank Rating Letter from Bidders Bank		
In Case of the Joint venture (JV) Attach a JV Agreement, Declaration of Bidder to Open a JV Bank Account and a Company Resolution Nominating Authorised Signatory		
Notice To Bidders (if Any)		
In addition to the original bidding document, One copy is required and a USB containing excel completed electronic BOQ.		



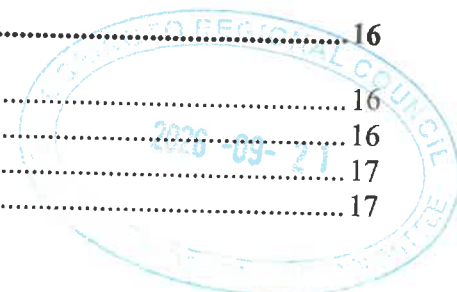
PART 1 – Bidding Procedures



Section I - Instructions to Bidders

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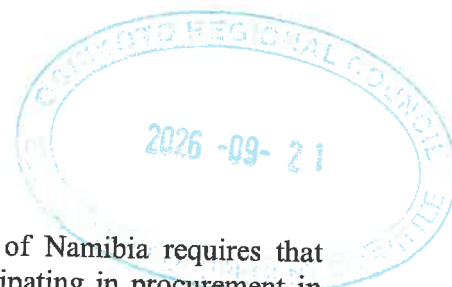
Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Public Entity as defined in Section II “Bidding Data Sheet” (**BDS**) also referred to herein as Employer invites bids for the construction of Works, as **described in the BDS** and Section VII, “Special Conditions of Contract” (**SCC**).

The name and identification number of the Contract are **provided in the BDS and the SCC**.
 - 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period **specified in the BDS**.
 - 1.3 Throughout these bidding documents, the terms:
 - (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**
 - 2.1 The Works shall be financed by the Public Entity’s own budgetary allocation, **unless otherwise stated in the BDS**.
3. **Public Entities Related to Bidding Documents & to application for review**
 - 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.)

The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia
4. **Fraud and Corruption**
 - 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.



- 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.

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 deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- 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
- (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 three years;
 - (c) experience in works of a similar nature and size for each of the last three 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;
 - (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.
 - (k) Bank Rating from the Bidder's bankers. Only Code A, B and C are acceptable.
- 

- 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**.

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

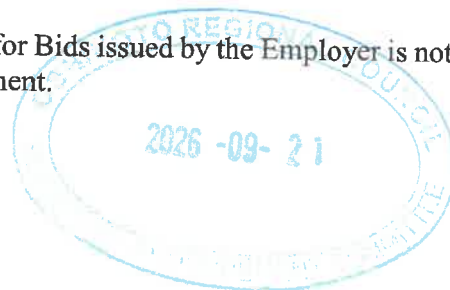
B. Contents of Bidding Document

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
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 English Language.
13. **Documents Comprising the Bid**
- 13.1 The Bid shall comprise the following:
- (a) Bid Submission Form
 - (b) Priced bill of quantities
 - (c) Valid Certified Copy of Company Registration Certificate

- (d) Original or Certified Copy of Valid Good Standing Tax Certificate
- (e) Original or Certified Copy of Valid Good Standing Social Security
- (f) Valid certified copy of Affirmative Action Compliance Certificate or Exemption Letter
- (g) Completed and Signed Written undertaking in terms of section 138 of the Labour Act
- (h) Letter of Intent from a Financial Institution – To Issue 10% Performance Guarantee of Contract Value
- (i) Completed and Signed Bid Submission Form and Schedules
- (j) Completed and Signed Bid Securing Declaration Form
- (k) Evidence of signatory authorized to sign the bid (Power of attorney) (if applicable)
- (l) Completed and Signed Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract
- (m) Number of works of a nature and amount similar to the Works performed as prime Contractor over the last 3 years (completion certificate to be attached)
- (n) Major items of Contractor's Equipment proposed for carrying out the Works (provide proof of Ownership or letter of intent in case of hiring).
- (o) Qualifications and experience of key personnel proposed for administration and execution of the Contract (attach Detailed CV)
- (p) Financial reports for the last 3 years: (Attach Audited Financial Statements)
- (q) Evidence of access to financial resources to meet the qualification requirements: (Attach bank statement or lines of credit or Overdraft letter)
- (r) Preliminary Programme of Works
- (s) Letter of Authority to Seek information from the Bank
- (t) Bank Rating Letter from Bidders Bank
- (u) In Case of the Joint venture (JV) Attach a JV Agreement, Declaration of Bidder to Open a JV Bank Account and a Company Resolution Nominating Authorised Signatory
- (v) Notice To Bidders (if Any)

2026-09-21

(w) In addition to the original bidding document, One copy is required **and a USB containing an excel completed electronic BOQ.**

- | | |
|--|--|
| 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 Bill of Quantities submitted by the Bidder.</p> <p>16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. 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 Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, 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 rates, prices, and total Bid price submitted by Bidders.</p> <p>16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.</p> <p style="padding-left: 40px;">The discount if any and the conditions of its application shall be indicated separately.</p> |
| 17. Currencies of Bid and Payment | <p>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.</p> <p>17.2 Unless otherwise specified in BDS interim payment for Plant and Material on site is applicable as per GCC 39.7.</p> |
| 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 Qualification Form (section IV), in <u>sufficient</u> details to demonstrate the adequacy of the Bidders' 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 III or the Bid Suring 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 mark 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**
- 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-Clauses 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.

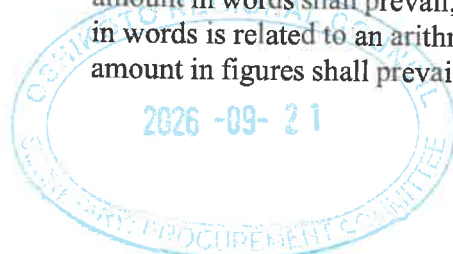
27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

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 nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial 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.



- 32. Margin of Preference** **32.1 Margin of Preference = Code of Good Practice shall not apply.**
- 33. Evaluation of Bids**
- 33.1 The Employer shall use the criteria and methodology defined in this clause 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 amount above the prescribed threshold of N\$ 2 M, 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 | <p>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).</p> <p>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.</p> |
| 41. Advance Payment and Security | <p>41.1 The Public Entity shall not provide an Advance Payment.</p> |
| 42. Plant and Materials on site | <p>42.1 Unless otherwise specified in BDS interim payment for Plant and Material on site is applicable as per GCC 39.7.</p> |
| 43. Debriefing | <p>43.1 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award.</p> |



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: OSHIKOTO REGIONAL COUNCIL The Works is the MAINTENANCE OF ACCESS ROAD AT EXTENSION-1 IN OSHIVELO SETTLEMENT AREA, OSHIKOTO REGION The name and identification of the Contract is MAINTENANCE OF ACCESS ROAD AT EXTENSION-1 IN OSHIVELO SETTLEMENT AREA, OSHIKOTO REGION
ITB 1.2	The Intended Completion period is 120 Calendar days from start date
ITB 2.1	The Funding Agency is: OSHIKOTO REGIONAL COUNCIL/ ROAD FUND ADMINISTRATION
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 World Bank is available at http://www.worldbank.org/debarr
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows: None
ITB 6.2 (c)	Contractors should have at least three (3) years of experience on similar works.
ITB 6.3 (a)	The Contractor must have a minimum average annual financial amount of construction of N\$ 1,500,000.00 over the last three (3) years .
ITB 6.3 (b)	The number of works is: Minimum three (3) Projects, 100% completed similar in nature The period is: 3 years
ITB 6.3 (c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: 1x Grader 1x Roller compactor 2x Tipper Trucks 1x Water Truck (spreader)



	1x Trench Compactor/Plate Compactor 1x Excavator 1xTLB or Backhoe Loader 1x Concrete mixer
ITB 6.3 (d)	Bidder shall provide a detailed CV, Certified copy of ID & Qualifications of the following Key Staff to be assigned for this project: - Project/Contract Manager: Minimum National Diploma Technical Qualifications, (Building, Construction & Civil) or Similar/ Equivalent, (NQA – accredited). At least five (5) years of similar experience. - Site Agent: Minimum National Diploma Technical Qualifications, (Building, Construction & Civil) or Similar/ Equivalent, (NQA – accredited). At least three (3) years of similar experience. - Land Surveyor: Minimum National Diploma Qualifications, (Land surveying) or Similar/ Equivalent, (NQA – accredited). at least three (3) years of similar experience. - Site Foreman: Minimum S/L2 Technical Qualifications, (Building, Construction & Civil) or Similar/ Equivalent, (NQA – accredited).at least five (5) years of similar experience. - Safety and Health Representative: Minimum S/L2 Occupational health and safety or Similar/ Equivalent, (NQA – accredited).at least two (2) years of similar - experience.
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 10 % of quoted contract price in Namibian Dollars.
B. Bidding Documents	
ITB 8.1	The Public Entity's address for clarification is: Oshikoto Regional Council P.O. Box 19247, Omuthiya Oshikoto Regional Council NAMIBIA Tel: +264 65-244 800 Email: procurement@oshikotorc.gov.na
ITB 9.2	A pre-bid meeting has been scheduled for: 06 October 2026 at 11:00

C. Preparation of Bids	
ITB 13.1(e)	Any additional materials required to be completed and submitted by the Bidders are: None .
ITB 17.1	The Contract is not subject to price adjustment.
ITB 17.2	Interim Payment for Material on site is applicable.
ITB 19.1	The Bid shall be valid for 180 days after the deadline set for the submission of bids, the deadline being counted as day one of the validity period.
ITB 20.1	Bid shall include a subscription to a Bid Securing Declaration.
D. Submission and Opening of Bids	
ITB 21.1	In addition to the original bidding document, One copy is required and a USB containing excel completed electronic BOQ.
ITB 23.1	The deadline for submission of bids shall be Friday, 23 October 2026 @ 11H00
ITB 23.1	The Employer's address for the purpose of Bid submission is: Oshikoto Regional Council P.O. Box 19247, Omuthiya Oshikoto Regional Council NAMIBIA Tel: +264 65-244 800 Email: procurement@oshikotorc.gov.na Attention: Head: Procurement Management Unit
ITB 26.1	The bid opening shall take place at: The reception area, Oshikoto Regional Council Head Office, Omuthiya Date: 23 October 2026; Time: 11:05
E. Evaluation and Comparison of Bids	
ITB 32.1	A margin of preference shall not apply.
ITB 35	The employer shall determine its satisfaction whether the bidder that is recommended in accordance with ITB 33 meets the qualifying criteria.
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% of the Contract price inclusive of provisional and contingencies sum and VAT. A Bank Guarantee shall be unconditional (on demand) (see Section VIII: Contract Forms). From the Commercial Bank Only.

ITB 41.1	No Advance Payment shall be provided for the Contract.
ITB 42.1	Interim Payment of 80% for the delivered material value will be paid.



Section III - 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. In the event that the bidder supplied wrong information, the Employer reserves the right to reject the bid.

1. Evaluation

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

(a) Completion Time

An alternative Completion Time, if permitted under ITB 15.1, will be evaluated as follows: **Fixed to 4 months (120 days) (excl. builders' holiday in December), from the contract commencement date.**

(b) Bid Validity and Compliance

Received Bids will be examined to determine whether or not they substantively comply with the requirements of the Bid Documents. A substantively complying Bid is one which complies with the rules, terms and conditions of the Bid 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.

The Employer's determination of a bid's responsiveness will be based on the required contents as defined in ITB13 of the bid document.

Bids will secondly be examined to determine whether they have been submitted by well-established 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 under Section IV (Qualification Information) of the bid document will be utilised. Bidders are at liberty to submit with their bid any other information which they consider would be relevant to the bid evaluation.

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.

N.B. It's the responsibility of the bidder to make sure that the bid document is clear, logical and well structured. Oshikoto Regional Council will not take responsibility of any missing information or incomplete document.



(c) 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).

The Employer will examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Employer's Requirements have been met without any material deviation, reservation or omission.

The typical evaluation scorecard presented in a table below will be used for the technical evaluation of bids and the selected evaluation criteria are intended to assess the competency of the bidder to achieve the required project outcome and are used to rate each of the bidders.

2. Application of evaluation procedure

The Employer will evaluate the bidder considering the following evaluation criteria, at the sole discretion of the Employer:

(a) Stage 1: Preliminary Examination of Bids

The eligibility criteria will be assessed based on a Yes or No as stated in table 1. Bidders who obtain all YES will proceed to the next stage (Stage 2 – Technical evaluation). Bidder who obtains a NO in any of those aspect will be disqualified.

Table 1: Preliminary examination of bids

DOCUMENT DESCRIPTION	YES	NO	N/A	REMARKS
1. Bid Submission Form				
2. Priced bill of quantities				
3. Valid Certified Copy of Company Registration Certificate				
4. Original or Certified Copy of Valid Good Standing Tax Certificate				
5. Original or Certified Copy of Valid Good Standing Social Security				
6. Valid certified copy of Affirmative Action Compliance Certificate or Exemption Letter				



7. Completed and Signed Written undertaking in terms of section 138 of the Labour Act				
8. Letter of Intent from a Financial Institution – To Issue 10% Performance Guarantee of Contract Value				
9. Completed and Signed Bid Submission Form and Schedules				
10. Completed and Signed Bid Securing Declaration Form				
11. Evidence of signatory authorized to sign the bid (Power of attorney) (if applicable)				
12. Completed and Signed Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract				
13. Number of works of a nature and amount similar to the Works performed as prime Contractor over the last 3 years (completion certificate to be attached)				
14. Major items of Contractor's Equipment proposed for carrying out the Works (provide proof of registration certificate and valid license disc or letter of intent in case of hiring plus registration certificate and valid license).				
15. Qualifications and experience of key personnel proposed for administration and execution of the Contract (attach Detailed CV)				
16. Financial reports for the last 3 years: (Attach Audited Financial Statements)				



17. Evidence of access to financial resources to meet the qualification requirements:(Attach bank statement or lines of credit or Overdraft letter)				
18. Preliminary Programme of Works				
19. Letter of Authority to Seek information from the Bank				
20. Bank Rating Letter from Bidders Bank				
21. In Case of the Joint venture (JV) Attach a JV Agreement, Declaration of Bidder to Open a JV Bank Account and a Company Resolution Nominating Authorised Signatory				
22. Notice To Bidders (if Any)				
23. In addition to the original of the bid, the number of copies is: One and a USB containing completed electronic BOQ.				

(b) Stage 2: Technical Evaluation

Bidders will be assessed against the technical evaluation criteria as stated in table 2, as per the weights stated therein. The total technical evaluation is out of **100 points**. For a bidder to pass technical evaluation, a score of **70 points** and above is required. Bidders who fail to achieve the required minimum score of **70 points** will be deemed as “technically non-responsive” and will be disqualified.

Technical scores will be calculated in accordance with the following formula and only bidders with a total technical score of **at least 70%** will be considered for financial evaluation:

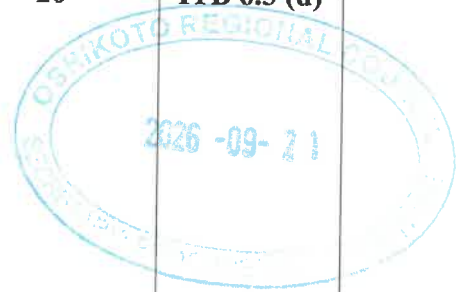
$$TS = (TG + TX + TC + TM + TD + TP)$$

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

Table 2: Technical Evaluation of Bids

Item	Description	Maximum Points	Clause in ITB
TG	General Experience in Construction		

	General experience in Construction (Buildings, Civil and Road works) with a cumulative value over the period stipulated in ITB 6.3 (a) of: $\geq 10 \text{ YRS} = 20.$ $8-9 \text{ YRS} = 15.$ $5-7 \text{ YRS} = 10.$ $3-4 \text{ YRS} = 5.$ $< 3 \text{ YRS} = 0$	20	ITB 6.3 (a)
TX	Relevant Experience Relevant experience: Construction works on similar projects as per ITB 6.3 (b) stipulations: Road Layer Works Projects (layer works construction, gravel roads, re-graveling, earthworks,) $\geq 5 \text{ projects} = 10$ $3-4 \text{ projects} = 5$ $< 3 \text{ projects} = 0$ Road Ancillary Works (road markings, road signs, culverts, kerbs installation) $\geq 5 \text{ project} = 5$ $3-4 \text{ project} = 2.5$ $< 3 \text{ project} = 0$	15	ITB 6.3 (b):
TC	Experience in similar size and nature $\geq 5 \text{ mil/3 YRS} = 5.$ $\text{N\\$ } 3 \text{ mil} - \text{N\\$ } 4 \text{ mil/3 YRS} = 4.$ $\text{N\\$ } 1.5 \text{ mil} - \text{N\\$ } 2 \text{ mil/3 YRS} = 3.$ $< \text{N\\$ } 1.5 \text{ mil/3 YRS} = 2$	5	
TM	Relevant Staff Competency (qualifications) Project/Contract Manager $\geq \text{BTech} = 4$ $\text{Nat Diploma} = 3$ $\text{Non-relevant/less than minimum required} = 0$ Site Agent $\geq \text{BTech} = 4;$ $\text{Nat Diploma} = 3$ $\text{Non-relevant/less than minimum required} = 0$ Land Surveyor $\geq \text{BTech} = 4;$ $\text{Nat Diploma} = 3;$ $\text{Non-relevant/less than minimum required} = 0$ General Foreman $\geq \text{S/L2 (building, civil and or Construction)} = 4;$	20	ITB 6.3 (d)



	<i>Non-relevant/less than minimum required= 0</i> ● Health and Safety Officer <i>>= Nat Diploma = 4; Certificate = 1; Non-relevant/less than minimum required= 0</i>																																										
TD	Specific Mechanical Plant Capacity ● All plant as listed in ITB 6.3 (c) (owned or leased) <table><tr><td rowspan="2"><i>1 x Grader</i></td><td><i>Owned</i></td><td><i>4</i></td></tr><tr><td><i>Leased</i></td><td><i>2</i></td></tr><tr><td rowspan="2"><i>1x Roller compactor</i></td><td><i>Owned</i></td><td><i>4</i></td></tr><tr><td><i>Leased</i></td><td><i>2</i></td></tr><tr><td rowspan="2"><i>2x Tipper Trucks</i></td><td><i>Owned</i></td><td><i>4</i></td></tr><tr><td><i>Leased</i></td><td><i>2</i></td></tr><tr><td rowspan="2"><i>1x Water Truck</i></td><td><i>Owned</i></td><td><i>4</i></td></tr><tr><td><i>Leased</i></td><td><i>2</i></td></tr><tr><td rowspan="2"><i>1x Trench/plate compactor</i></td><td><i>Owned</i></td><td><i>4</i></td></tr><tr><td><i>Leased</i></td><td><i>2</i></td></tr><tr><td rowspan="2"><i>1xExcavator</i></td><td><i>Owned</i></td><td><i>4</i></td></tr><tr><td><i>Leased</i></td><td><i>2</i></td></tr><tr><td rowspan="2"><i>1x TLB or Backhoe loader</i></td><td><i>Owned</i></td><td><i>4</i></td></tr><tr><td><i>Leased</i></td><td><i>2</i></td></tr><tr><td rowspan="2"><i>1x concrete mixer</i></td><td><i>Owned</i></td><td><i>2</i></td></tr><tr><td><i>Leased</i></td><td><i>1</i></td></tr></table>	<i>1 x Grader</i>	<i>Owned</i>	<i>4</i>	<i>Leased</i>	<i>2</i>	<i>1x Roller compactor</i>	<i>Owned</i>	<i>4</i>	<i>Leased</i>	<i>2</i>	<i>2x Tipper Trucks</i>	<i>Owned</i>	<i>4</i>	<i>Leased</i>	<i>2</i>	<i>1x Water Truck</i>	<i>Owned</i>	<i>4</i>	<i>Leased</i>	<i>2</i>	<i>1x Trench/plate compactor</i>	<i>Owned</i>	<i>4</i>	<i>Leased</i>	<i>2</i>	<i>1xExcavator</i>	<i>Owned</i>	<i>4</i>	<i>Leased</i>	<i>2</i>	<i>1x TLB or Backhoe loader</i>	<i>Owned</i>	<i>4</i>	<i>Leased</i>	<i>2</i>	<i>1x concrete mixer</i>	<i>Owned</i>	<i>2</i>	<i>Leased</i>	<i>1</i>	30	ITB 6.3 (c)
<i>1 x Grader</i>	<i>Owned</i>		<i>4</i>																																								
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<i>1x concrete mixer</i>	<i>Owned</i>	<i>2</i>																																									
	<i>Leased</i>	<i>1</i>																																									
TP	Liquid Assets and/or Credit Facilities ● Attach bank statement or lines of credit or Overdraft letter = 10 ● Did not attach bank statement or lines of credit or Overdraft letter = 0	10																																									
(TS) Total Score		100																																									



(c) Stage 3: Arithmetic Check

The bid price will be checked for errors and any bidder with arithmetic errors will be notified to confirm. Bidder who refuses or fails to confirm the arithmetic correction shall be disqualified

(d) Stage 4: Financial Evaluation

The corrected bid price for bidders who passed technical evaluation and after the arithmetic correction will then proceed to Financial Evaluation.

The calculations shall be as per the following formula:

Technical score contributing 70% (0.7 of Total technical score) + Financial contributing 30% (0.3 of Financial score).

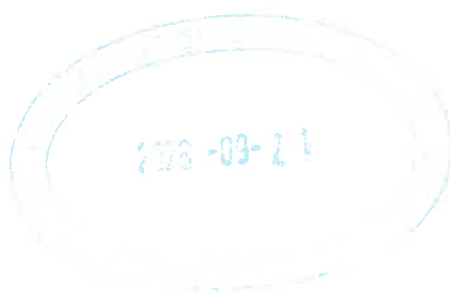
The overall score = $(TTS \times 0.7) + (FS \times 0.3)$

Oshikoto Regional Council shall award the bid to the lowest evaluated substantially responsive bidder.



Section IV - Bidding Forms**Table of Forms**

Bid Submission Form	33
Bid Securing declaration	38
Written undertaking terms of section 138 of the Labour Act	38
Qualification Information	38



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/ORC - 01/2026]

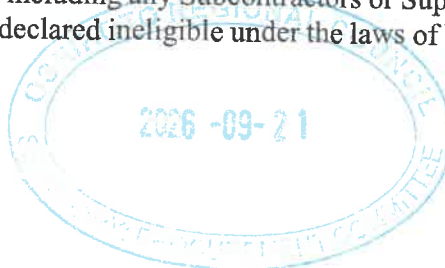
To:

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.
- (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.
- (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 _____



Appendix to Bid Submission Form

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

Date:/...../..... [Day|month|year]

Procurement Ref No.: [W/ONB/ORC - 01/2026]

To:

.....

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

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

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

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

Signed:

.....

..

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

Capacity of:

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

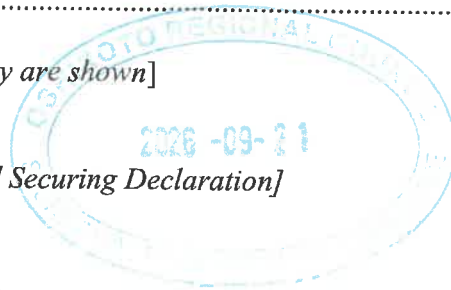
Name:

.....

...

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

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



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

Corporate Seal (where appropriate)

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

****Delete if not applicable / appropriate***



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....



2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I, owner/representative

of

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

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

Signature:

Date:

Seal:.....

Please take note:

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

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Evidence of signatory authorized to sign the bid (if applicable): *[attach]*
- 1.2 Annual amounts of construction works performed during the last 3 years in NAD. *[attach]*
- 1.3 Number of works of a nature and amount similar to the Works performed as prime Contractor over the last 3 years. *[Also list details of work under way or committed, including expected completion date(s).]* *[attach]*

Project/Contract name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract in NAD
(a)			
(b)			
(c)			

- 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).]*

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)			
(f)			

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).]*

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
(c)			

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)			

- 1.7 Financial reports for the last 3 years: Financial Statements, Audited Accounts, etc. *[attach copies.]*
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. *[attach copies of support documents.]*
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Public Entity.
- 1.10 Information on current litigation(s) in which the Bidder is involved.

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

- 1.11 Proposed Programme (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.



BILL OF QUANTITIES

1. The General Conditions of Contract, the Special Conditions of Contract (if any), the Specifications (including the Project Specification), and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
 - (a) The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
 - (b) The bidder is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right to payment for additional works carried out and that such additional work on the rates inserted in the schedule by the Contractor.
 - (c) Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rates for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issues of Civil Engineering quantities. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the schedule or, when relevant, Civil engineering quantities, the requirement of the Standardized, Project, or Particular Specification as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid is based. The bidder shall ensure that his rates are exclusive of Value Added Tax (VAT) as laid down in existing legislation.
6. A price or rate is to be entered against each item in the Schedule of Quantities,

whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.

7. The bidder must price each item in the Schedule of Quantities in HANDWRITTEN BLACK INK.



8. The quantities of this Schedule of Quantities shall be regarded as approximate and not necessarily the actual amount of work to be done nor shall these quantities be considered as limiting or extending the amount of work to be done or material to be supplied by the Contractor.
9. The Contract Price for the completed contract shall be computed from the actual quantities of work done and valued at the unit rates and prices Bided against the respective items in the Schedule of Quantities.
10. The Schedule of Quantities must not be used for the ordering of materials and the Contractor is advised to acquire his own information from the Specifications and Drawings and to consult with the Engineer before materials are ordered.
11. REFERENCES

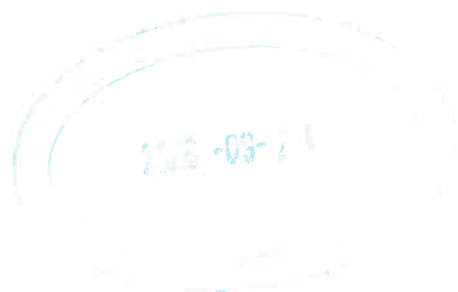
Where cross-references to clauses and drawings are given in the Schedule of Quantities and other contract documents, such cross-references are not necessarily complete. References to parts of and clauses in other contract documents and to the drawing will normally be abbreviated as follows:

DOCUMENTABBREVIATION

Drawings	Drg
General Conditions of Contract	GCC
Special Conditions of Contract	SCC
Project Specifications	PS
Standardized Specifications SABS 1200	SABS 1200
Particular Specification	"P" Followed by a letter



SEE ANNEXURE A FOR BILL OF QUANTITIES



Procurement Reference Number: [NEW PROCUREMENT REFERENCE NO.]

Priced Activity Schedule Authorised By:

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



PART 2 – Employer’s Requirements

Section V - Employer’s Requirements

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PROJECT SPECIFICATIONS

1. INTRODUCTION

1.1 Scope

This Project Specification comprises of two portions.

PORITION 1 contains a general description of the Works, the Site, the requirements to be met and the Standardised and Particular Specifications applicable to this Contract.

PORITION 2 contains the variations and additions to the Standardised and Particular Specifications that are applicable to this Contract and that are listed in Portion 1.

1.2 Status

PORITION 2 of the Project Specification supplements the Standardised and Particular Specifications and forms an integral part of the Contract.

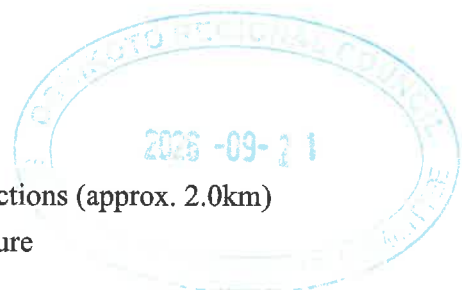
Should any requirement of any portion of the Project Specification conflict with any requirement of the Standardised or Particular Specifications (listed in Portion 1 of the Project Specification), the requirement of the Project Specification shall prevail.

2. PORITION 1: THE WORKS

PS-1 SCOPE OF THE WORKS

The work to be carried out under this contract comprises the reshaping and regravelling of approximately 2.0km of priority road sections along Extension 1 Main Road and its Access Roads in Oshivelo Settlement Area. The scope entails road reshaping, regravelling, pothole repairs, shoulder reinstatement, drainage improvements (including culvert cleaning and side drain reinstatement), road signage installation, road markings and traffic management measures. The general items of works to be executed under this contract consist of, but not limited to the following:

- Establishment of camp on site.
- Setting out of the works.
- Clearing and grubbing
- Reshaping and Regravelling of Priority Road Sections (approx. 2.0km)
- Construction of storm water drainage infrastructure



- Construction roads ancillary works
- Road maintenance by potholes repair.
- Testing of materials and workmanship.
- Removal of camp establishment and finishing off the site after completion.



PS-2 DESCRIPTION OF SITE AND ACCESS

The site for the works is in Oshivelo Settlement Area.

The boundaries of the site consist of the area associated with the works to be executed under this contract as per layout drawings including construction camps, any storage and work areas which the Contractor may require, and which are approved by the Engineer and the Contractor's borrow and stockpile areas.

Oshivelo has a semi-arid climate type. There are distinct wet and dry seasons with rains starting in October and continuing through to April. The region is characterized by three seasons:

- Cool & dry (April to August);
- Hot and dry (September to November); and Hot & wet (December to March).

The mean annual rainfall lies within the range 420 and 480 mm per annum. The number of rainy days per annum is on average in excess of 50. The number of days during which 10 mm of rain or more can be expected is 14. The mean evaporation for the project area is between 2800 and 3000 mm which is approximately six times that of the average annual precipitation. The average annual temperature is approximately 23° C. The average maximum temperature is 36° C while the average minimum temperature is 14° C.

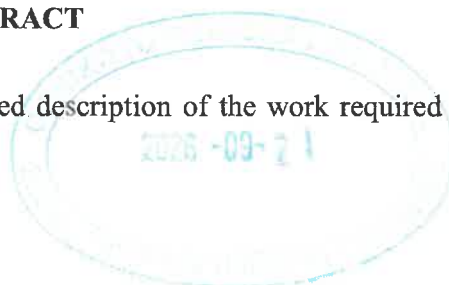
The above-mentioned annual rainfall and temperature ranges may vary from time to time. The inclusion of the above data is merely as general information which shall not relieve the Contractor of his responsibilities in terms of the General Conditions of Contract to satisfy himself as to the actual conditions on site.

PS-3 NATURE OF GROUND AND SUBSOIL CONDITIONS

No detailed soil investigation was done for the project and the Contractor is advised to acquaint himself with the local soil conditions and materials of existing infrastructures.

PS-4 DETAIL DESCRIPTION OF CONTRACT

This clause will provide a more detailed description of the work required under this Contract.

PS-4.1 Construction of Roads

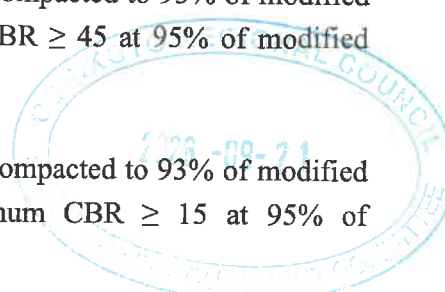
The Contractor should take note that the description of the Works serves to outline the extent of the Works but does not limit the amount of work which may be required of the Contractor under this Contract. Reference must be made to the Project Specifications, the Bill of Quantities, and Construction Drawings for a detailed description of the Works. The following activities shall form part of the Contract:

The road maintenance works comprise reshaping, regravelling and drainage improvements as follows [NOTE: layer/material specifications below are from the prior bitumen-upgrade scope and should be reviewed/replaced by the design engineer to match the regravelling scope]:

Surfacing:	19mm Cape Seal with 2-layers of slurry
Base Course: AASHTO	150 mm thick G3 crusher run compacted to 95% of modified density.
Roadbed Preparation:	150 mm thick rip and re-compact in-situ material compacted to 93% of modified AASHTO density
Ancillaries: Ducts,	Provision has been made for Road Signs, Road Markings, Cable Cable Duct Marker Blocks
Stormwater:	Construction of stormwater channels.

Areas where no existing wearing course is present will need to be constructed as follows:

Base Course: AASHTO	150 mm thick G3 crusher run compacted to 95% of modified density.
Sub-Base Course: AASHTO AASHTO density.	150 mm thick natural G5 gravel compacted to 93% of modified density, with minimum CBR ≥ 45 at 95% of modified AASHTO density.
SSG Course: AASHTO modified AASHTO density.	150 mm thick natural G7 gravel compacted to 93% of modified density, with minimum CBR ≥ 15 at 95% of modified AASHTO density.
Ancillaries: Ducts	Provision has been made for Road Signs, Road Markings, Kerbs, Access Sleeves and Cable Duct Marker Blocks



Stormwater: Construction of stormwater channels and access bridge(s)

PS-4.2 Storm water Drainage System

The construction of stormwater culverts including the inlet and outlet structures.

PS-5 CONSTRUCTION PROGRAMME

The contract period will be **120 Calendar days (excluding builders' holiday)** and anticipated commencement date will be **in November 2026** with completion in **February 2027**.

A Certificate of Completion will only be issued when all testing and commissioning has been satisfactorily carried out.

Bidders shall submit, together with their Bids, a realistic programme in the form of a Gantt bar chart showing the dates for the completion of the major activities of the works. This programme shall form the basis of the detailed programme required of the Contractor in terms of Clause 25.1 of the General Conditions of Contract, which shall be submitted to the Engineer within the time stated in the Special Conditions of Contract.

This programme shall not be in the form of a bar chart only but shall clearly show the anticipated quantities of work to be performed each week under each of the major operations.

If during the progress of the work, the quantities of work performed per week fall below that originally programmed, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised programme at his own cost.

Such a revised programme shall be based on the rate of progress of the works achieved by the Contractor up to the date of revision. Any proposal to increase the rate of progress must be accompanied by positive steps to increase production and the use of labour and plant in a more efficient manner. Such a revised programme will not relieve the Contractor of his obligations to complete the works by not later than the Contractual completion date.

Continued failure on the part of the Contractor to work according to the programme or

revised programmes shall be sufficient reason for the Engineer to take steps as provided for in the General Conditions of Contract.

PS-6: SITE FACILITIES AVAILABLE

PS-6.1 Contractor's Camp

The Contractor will have to make his own arrangements for his construction yard and camp. It shall be the Contractor's responsibility to find a suitable site which shall carry the approval of **OSHIKOTO REGIONAL COUNCIL**. The Contractor shall be required to fence in his construction camp with a 2,4m high security fence with a lockable double leaf gate and shall employ a full-time watchman or watchmen to guard his equipment and materials in the camp.

The Contractor may not unnecessarily remove any large trees, and he shall always keep his camp and yard neat and tidy and on completion of the works, shall restore same to its original condition at his own expense and to the Engineer's satisfaction. No pollution or littering of any kind will be tolerated and the camp terrain shall be to the approval of the health authority.

PS-6.2 Services

Potable water and 220-volt power supply is available close to the Site, but it shall be the Contractor's responsibility to apply for connections to the existing water supply network and power reticulation with the **OSHIKOTO REGIONAL COUNCIL, NORED** or any other supply authorities. He shall furthermore, after having obtained the necessary approval from the relevant authorities, make his own arrangements for laying on water and power to his camp site and shall be responsible for the cost of laying on these services as well as for payment of water and power consumed. For this purpose, the Contractor shall install appropriate lockable meters as required by the supply authorities.

The Contractor shall make his own arrangements for the disposal of wastewater and sewerage effluent. He shall be required to construct septic tanks and French drains of an approved design and size in positions to be approved by the Engineer. Under no circumstances will the discharge of wastewater to the surface be permitted.

PS-6.3 Survey Beacons, Benchmarks and Reference Pegs

The Contractor is responsible for locating and exposing of any existing power and water

supply pipelines or services that may obstruct any of the works to be constructed and for the setting out of the Works. No separate payment will be made for this. A set of survey beacons and benchmarks will be provided by the Engineer to enable the Contractor to set out the Works. In addition, all block corners have been set out by a Land Surveyor and it shall be the Contractor's responsibility to make enquiries with the Land Surveyors as to the nature of the corner pegs and how they are marked in the field and to find them. The Contractor is also responsible for ensuring that no survey beacons, benchmarks or erf corner pegs are covered or disturbed. The cost of the re-establishment of any survey beacons, bench marks, reference pegs or erf corner pegs, disturbed by the Contractor shall be for the Contractor's account.

PS-7 SITE FACILITIES REQUIRED

PS-7.1 Site Offices

The Contractor shall be required to erect site offices for his own use as well as for the use of the Engineer on a temporary basis.

The Contractor shall further provide one conference table capable of seating 8 persons together with 8 chairs where site meetings can be held.

The Contractor shall ensure that a complete set of all construction drawings are kept in the office at all times. Separate sets of drawings shall be kept on the construction site.

It shall be the Contractor's responsibility to keep the office clean at all times with free access being provided to the Engineer and his staff.

All office equipment shall remain the property of the Contractor, but he shall be responsible for the proper maintenance and care thereof during the course of the contract.

PS-7.2 Laboratory Facilities

The Contractor shall make use of the services of a suitably qualified laboratory capable of carrying the required tests listed above for Quality Acceptance Control purposes for the tests submitted to the Engineer.

The laboratory shall be equipped with the equipment required to conduct the following tests:

2026-09-21

- Sieve analysis of gravel, sand and soil samples.
- Determination of Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index, Linear Shrinkage).
- Determination of maximum dry density and optimum moisture content of gravel, soil and sand.
- Determination of the in-place dry density of soil or gravel by the sand replacement method.
- Determination of the in-place density and moisture content of soils and gravels by nuclear methods.
- Determination of the California Bearing Ratio (CBR)
- Determination of the fineness modulus of fine aggregate.
- Making and curing and compressive strength determination of concrete test cubes.
- Determination of the slump of freshly made concrete.

Notwithstanding the equipment requirements for the above tests, the Contractor shall ensure that the following equipment is kept on site:

- Sufficient concrete cube moulds (150mm x 150mm) to comply with the minimum frequency of sampling specified in Clause 7.1.2 of SABS 1220: G and the requirements of the number of cubes per test as set out in Clause PSG 4.1 of Portion 2 of the Project Specifications.
- Cube curing baths capable of holding the number of cubes accumulated over 28 and 56 days.
- An adequate number of 50 kg sample bags

One copy of the results of all tests carried out shall be send to the Engineer and one copy shall be kept on site at all times.

PS-7.3 Name boards (Provisional)

One standard name board of the Namibia Association of Consulting Engineers is to be provided under this Contract. The name board shall be erected at a position as ordered by the Engineer.

The name board shall be erected within three weeks of the award of the contract. It shall be maintained in good order for the duration of the contract and shall be removed on completion thereof.

The cost of the name board shall be included in the rates under 1.1.2 of Section 1 of the Schedule of Quantities.

PS-7.4 Temporary Latrines

The Contractor shall provide sufficient latrine facilities on site for the use of his employees, and he shall be entirely responsible for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and Health Authorities.

Latrines shall provide protection against the weather and shall be properly screened from the public. Latrines shall be provided at the rate of one latrine for every 10 persons working on the Site.

PS-7.5 Communication Facilities (Only applicable where mobile phone reception is not available)

The Contractor is required to provide a site telephone and fax machine which is to be located in the site office. He shall make his own arrangements with Telecom Namibia for the installation of the telephone and he shall be responsible for the payment installation, rental charges and the costs of any calls made by himself, his staff or the Engineer's staff. No separate payment will be made for the provision of this service as the costs therefore will be deemed to be included in his Bid rates.

PS-7.6 Rain-gauge

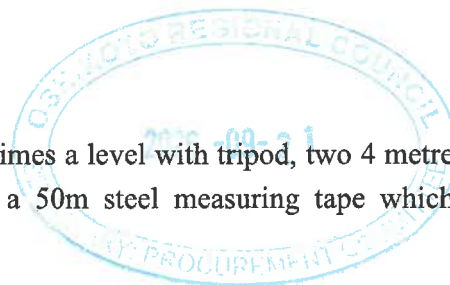
Rainfall during the construction period shall be measured on site by the Contractor from a representative point. All equipment necessary is to be supplied, installed, maintained and removed at the completion of the contract by the Contractor at his own expense and access to such a point must be restricted.

If the rain gauge is not installed and regularly measured, no rain delays claims from the Contractor will be entertained.

PS-7.7 Survey Equipment and Assistants

The Contractor is required to have on site at all times a level with tripod, two 4 metre measuring staffs graduated in centimetres and a 50m steel measuring tape which equipment shall be shared with the Engineer.

The Contractor shall also make available to the Engineer as and when required 2 experienced survey assistants.

PS-8 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 Drawings and other construction details are confidential and shall not be disclosed to any third party.

PS-9 SOURCES OF MATERIALS

The Contractor shall be responsible for locating suitable borrow pits, obtaining the necessary permission for the use of the borrow pit material and shall neatly finish off all borrow areas after use if required for the construction of the Works.

PS-10 DISPOSAL OF SPOIL OR SURPLUS MATERIAL

The Contractor shall dispose of all spoil and/or surplus material on a site found by him and approved by the Engineer. The spoil and surplus material shall be neatly finished off to the satisfaction of the Engineer.

The Contractor shall repair and clean all roads used and shall reinstate all temporary roads to and from the dump site.

All costs related to such disposal shall be deemed to be included in the Bid rates and no additional claims in this regard will be considered. No overhaul will be paid.

PS-11 OVERHAUL

All bid rates for material or excavation shall allow for all hauling to and from the Site. For this contract free haul shall therefore continue indefinitely and no overhaul shall be paid.

PS-12 ALTERNATIVE DESIGNS OR MATERIALS

PS-12.1 General

Generally, offers for materials, designs or methods other than shown on the drawings, specified or mentioned in the Schedule of Quantities will be considered. However, alternatives will be considered only if all items of the original Schedule of Quantities have been priced to the original specification and the other requirements of the Bid documents been met.

PS-12.2 Particulars

Any such alternatives will only be considered, if detailed particulars are submitted at the time of Bidding and provided that, in the opinion of the Engineer, a detailed and efficient design has been made.

PS-12.3 Responsibility

The responsibility and the extent of the work required of any Bidder offering an alternative shall be the same as implied in the Specification of these Documents.

PS-12.4 Schedule of Quantities

Bidders shall prepare additional but separate Schedule of Quantities covering essentially the same items as in the Schedule of Quantities included in these Documents or such additional items that are a requirement of the particular alternative Bid.

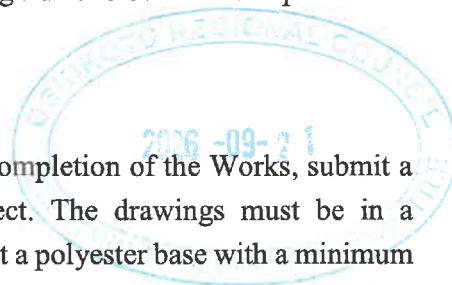
PS-12.5 Details to be Submitted

Each Bid for an alternative shall be accompanied by the following:

- Fully detailed design description, calculations and drawings.
- If structural design calculations are required, those calculations must have been checked by an independent recognised institution before the submission of the offer.
- Specification and references to any standard specifications
- Detailed description of manufacturing and construction processes
- Standard dimensions that can be supplied and tolerances on dimensional requirements
- Factory testing and quality control methods
- Methods of handling and transport
- Any other information that the Bidder may regard as relevant and important.

PS-12.6 As Built Drawings

Bidders submitting offers for alternatives shall, on completion of the Works, submit a complete set of "as built" drawings for the project. The drawings must be in a reproducible form and on a durable material of at least a polyester base with a minimum thickness of 0.5mm. The drawing size shall be A1 unless otherwise agreed. The drawings must be numbered and titled as directed by the Engineer and to the same



standard as the drawings issued with the Bid and shall be prepared using an approved CAD system. DXF files of such drawings shall be submitted to the Engineer. The Certificate of Completion of the Works shall not be issued until the “as built” drawings have been approved by the Engineer.

PS-13 FEATURES REQUIRING SPECIAL ATTENTION

PS-13.1 Existing Services

The Contractor will be provided with information regarding the approximate position of all existing services as could be established to the best knowledge of the Engineer. Before commencement of construction the Contractor shall acquaint himself with the position 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 damage to existing services and any damage caused by or arising out of the Contractor's operations shall be made good at his own expense.

The provision by the Engineer of any drawings or other information indicating the position of any existing services shall in no way relieve the Contractor of his obligation hereunder to acquaint himself with the position of all the existing services nor of his liability for damage to such services.

PS-14 ROAD CROSSING AND ACCOMMODATION OF TRAFFIC

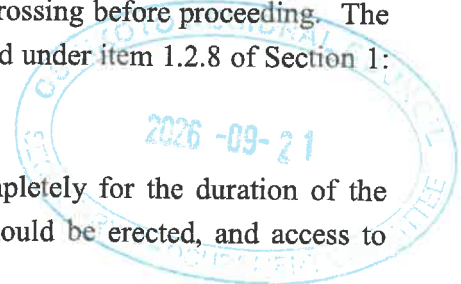
PS-14.1 Road Crossing

The Road Authority shall be consulted should any of their road be affected.

PS-14-2 Accommodation of Traffic

Where the Contractors construction traffic crosses the Main Road (only one crossing shall be permitted) suitable warning signs which comply with the Road Traffic Ordinance shall be erected. Stop signs shall be erected on the construction road and all construction traffic shall be compelled to stop at the crossing before proceeding. The costs for the accommodation of traffic shall be included under item 1.2.8 of Section 1: Preliminary and General of the Schedule of Quantities.

The road under consideration will be closed off completely for the duration of the project. Adequate detours and appropriate signage should be erected, and access to business premises should still be available.



PS-15 SITE AGENT

The successful bidder shall notify the Engineer in writing, within 14 days after receipt of the letter of award, of the name, qualifications and experience of the Site Agent he proposes to appoint for the project. The intended Site Agent shall be listed in the Qualification Information under Point 1.5.

PS-16 PENALTY

Should the Contractor find that it will not be possible for him to comply with the delivery period offered, he shall inform the Engineer in writing of the anticipated delay, the reason therefore and the new anticipated delivery date, which information will be used to assess the reasonableness of any claims for extension of time if and when these are submitted by the Contractor. If the Contractor fails to submit the written information described above, or fails to submit this within the time period stipulated in the General Conditions of Contract, or if the reasons for the delay are not acceptable, a penalty to the value as stated in the Special Conditions of Contract Clause 46.1, plus a pro-rata portion of the salary of the Engineer's resident site staff, inclusive of administrative overheads, will be deducted from the contract payments due to the Contractor. Applied penalties will be based on the programme agreed upon between the Engineer and the Contractor and as approved by the Client.

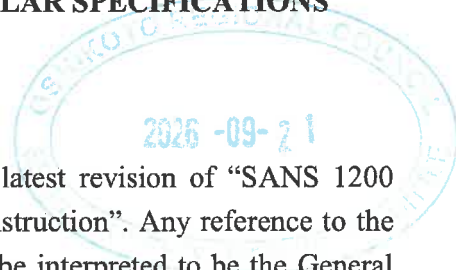
PS-19 QUALITY CONTROL

It will be the full responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on site.

The Engineer shall audit the Contractor's Quality Assurance System on a regular basis to ensure that adequate independent checks and tests are being carried out and to ensure that the Contractor's own controls are sufficient to identify any possible quality problems which could cause a delay on the programme.

PS-19 APPLICABLE STANDARDISED AND PARTICULAR SPECIFICATIONS**PS-19.1 Standardised Specifications**

The specification applicable to this Contract is the latest revision of "SANS 1200 Standardized Specification for Civil Engineering Construction". Any reference to the General Conditions of Contract in SANS 1200 shall be interpreted to be the General



Conditions of Contract stated in the Bid Document.

The Contractor shall obtain his own copies of the SANS 1200 standardized specifications and of the GCC. The following standards of SANS 1200 and any other standards mentioned therein and not listed here are applicable to this Contract.

Not bound into this volume:

SABS 1200 A	- 1986 :	GENERAL
SABS 1200 AB	- 1986 :	ENGINEER'S OFFICE
SABS 1200 C	-1980 :	SITE CLEARANCE
SABS 1200 D	- 1988 :	EARTHWORKS
SABS 1200 DB	- 1989 :	EARTHWORKS (PIPE TRENCH)
SABS 1200 DM	-1981 :	EARTHWORKS (ROADS, SUBGRADE)
SABS 1200 GA	-1982 :	CONCRETE (SMALL WORKS)
SABS 1200 LE	-1982 :	STORM WATER DRAINAGE
SABS 1200 M	-1981 :	ROADS (GENERAL)
SABS 1200 ME	-1981 :	SUBBASE
SABS 1200 MF	-1981 :	BASE
SABS 1200 MG	-1996 :	BITUMENOUS SURFACE TREATMENT
SABS 1200 MJ	-1984 :	SEGMENTED PAVING
SABS 1200 MK	-1983 :	KERBING AND CHANNELING
SABS 1200 MM	-1984 :	ANCILLARY ROADWORKS



**PORTION 2 : AMENDMENTS TO THE REQUIREMENTS OF THE
STANDARDISED SPECIFICATIONS****PSA GENERAL****PSA 1 MATERIALS****PSA 1.1 Quality and Samples (Clause 3.1)**

All materials that are required to comply with a standard specification or code of practice shall, where applicable, bear the official mark of the appropriate standard.

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 bid rates.

PSA 2 PLANT**PSA 2.1 Contractor's Offices and Services (Clause 4.1)**

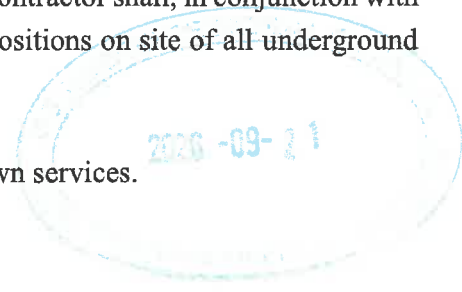
The extent of the Contractor's camp shall be restricted to the area indicated by the Engineer.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees.

PSA 3 CONSTRUCTION**PSA 3.1 Protection of Overhead and Underground Services (Clause 5.4)**

Before commencement of construction the Contractor shall, in conjunction with the relevant authority, determine the exact positions on site of all underground services.

All such services shall be deemed to be known services.

PSA 4 MEASUREMENT AND PAYMENT**PSA 4.1 Payment**

PSA 4.1.1 Fixed-charge and value-related items (Clause 8.2.1)

Replace subclause 8.2.1 with the following:

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

- (1) The first instalment, 50% of all items listed under 8.3, in the Schedule of Quantities, will be paid in the first payment certificate after the contractor has met all his obligations under these items and has made a substantial start with construction in accordance with the approved programme.
- (2) The second instalment, 35 % of the items stated above, will be paid when the value of the work done reaches one half of the Bid amount, excluding contingencies.
- (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

PSA 4.2 **Scheduled Fixed-Charge and Value-related Items (Clause 8.3)****PSA 4.2.1** Facilities for Contractor (Clause 8.3.2)

The Contractor shall make provision for a room to accommodate 8 persons furnished with a table and chairs in which monthly meetings can be conducted.

PSA 4.3 **Scheduled Time-related Items (Clause 8.4)****PSA 4.3.1** Facilities for Engineer (Clause 8.4.2)

The bid rates under this item will cover all costs the Contractor shall incur to make available two suitable experienced survey assistants when periodically requested by the engineer.

PSA 4.4 **Sums stated Provisionally by the Engineer (Clause 8.5)****PSA 4.4.1** Provisional Sum for additional tests ordered by the Engineer

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

and will not include routine inspection and testing.



PSAB ENGINEER'S OFFICE**PSAB 1 MATERIALS****PSAB 1.1 Nameboards (Clause 3.1)**

The Contractor shall supply one name board as specified and will erect it at a position to be indicated by the Engineer. A sketch of the typical name board will be provided by the Engineer.

PSAB 1.4 Ablution units (Additional sub-clause)

Ablution units shall be well ventilated, and the floors shall be of concrete. latrines shall be provided with vitreous enamel W.C. pans with PVC seats, covers and flushing cisterns. Wash basins shall be in vitreous enamel of minimum size, complete with taps and drains. The ablution unit shall be provided with a lockable door and two keys. The Contractor shall be responsible for providing all sanitary services necessary to keep latrines in a clean, neat and hygienic condition. The Contractor shall also provide and maintain the necessary septic tank and French drain or connection to the local sewer network to the approval of the Engineer.

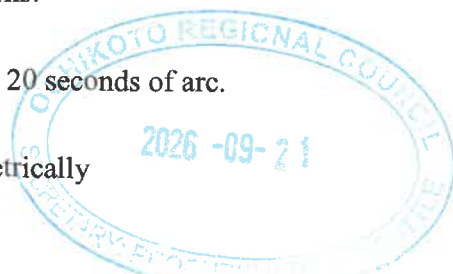
PSAB 2 PLANT**PSAB 2.1 Survey Equipment (Additional sub-clause)**

The Contractor shall make available two survey assistants as and when required by the Engineer.

The Contractor shall provide the following survey equipment on the Site from commencement to completion of the Works:

- tachometer capable of reading to 20 seconds of arc.
- Engineer's level and level staff
- 2 tachometer staffs graduated metrically
- 1 steel tape of length 100m.

The tachometer, level and staffs may be shared by arrangement between the Contractor and the Engineer, but the tape shall be provided for the exclusive use of the Engineer's staff. The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the whole of the Works the ownership of the equipment shall revert to the



Contractor.

The Contractor shall maintain the equipment in good order and keep it clean throughout the Contract period.



PSC SITE CLEARANCE**PSC 1 MATERIALS****PSC 1.1 Disposal of Material (Clause 3.1)**

Surplus material obtained from clearing and grubbing shall be disposed of on a site to be found by the Contractor and approved by the Engineer. The site shall be left in a condition that meets with the approval of the Engineer and no material shall be disposed of on the Site of the Works.

PSC 2 CONSTRUCTION**PSC 2.1 Areas to be cleared and grubbed (Clause 5.1)**

Only the minimum area required shall be cleared and grubbed and the Contractor shall take care not to unnecessarily damage natural vegetation.

PSC 2.2 Clearing of Trees

Fruit bearing trees are widespread in the project area. The Contractor shall therefore take care to remove only those trees that lie directly in the path of operations. Under no circumstances shall any other trees be removed without the prior approval of the Engineer.

PSC 2.3 Removal of Existing Fences

Any existing fences obstructing the new work shall be removed and re-erected as instructed by the Engineer.

PSC 2.4 Conservation of topsoil (Clause 5.6)

Stockpiling of topsoil shall not be required under this contract.



PSC 3 MEASUREMENT AND PAYMENT**PSC 3.1 Basic Principles (Clause 8.1)**

The free haul distance shall be unlimited.

PSC 3.2 Scheduled Items**PSC 3.2.1 Clear and Grub (Clause 8.2.1)**

Clear and Grub and remove spoil to designated spoil sites

Unit: ha

The area designated by the Engineer and cleared and grubbed will be measured to the nearest 0,1ha. The rate shall cover the cost of loading, transporting and dumping spoil material at designated spoil dumps.

Clear Trees of girth up to 2m and remove to designated spoil sites

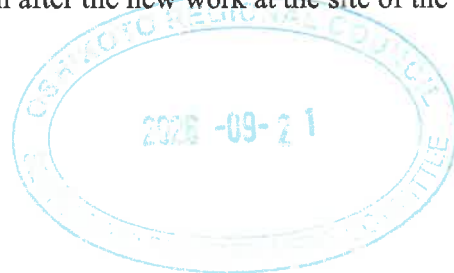
Unit: No

The rate shall cover the cost of cutting the trunk of the tree into lengths not exceeding 1,5m, loading, transporting and offloading at designated stockpile site, cutting of branches into manageable lengths, removal of roots, loading, transporting and dumping in designated spoil dumps.

Remove and re-erect fences

Unit: m

The rate shall cover the cost of taking down the fences obstructing new work, coiling wire, stacking fence posts and other fencing material at a secure location and the cost of loading, transporting and offloading such material at the place of storage, and the reloading, transporting and offloading and reinstating the fence in at least its original condition after the new work at the site of the fence has been completed.



PSD EARTHWORKS**PSD 1 MATERIALS****PSD 1.1 Classes of Excavation (Clause 3.1.2)**

Only “soft” or “intermediate” excavation shall be applicable to this Contract.

PSD 2 METHODS AND PROCEDURES (Clause 5.2)**PSD 2.1 Excavated Material**

All overburden material or material not approved for use in the construction of embankments and road prisms shall be disposed of in approved spoil dumps. Material designated for use in the construction of embankments shall be stockpiled adjacent to the site of the embankments. Before any material originating from the pond excavations is used for embankment construction approval must be obtained from the Engineer.

PSD 2.2 Excavation for Roadworks

The topsoil under the road prism of the access road shall be excavated to a depth of 200mm, or such other depth ordered by the Engineer and removed to approved spoil dumps.

PSD 2.3 Disposal (Clause 5.2.2.3)

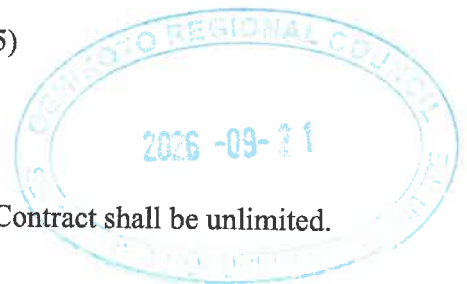
All excess material not designated for re-use shall be disposed of at approved spoil sites.

PSD 2.4 Transport for Earthworks (Clause 5.2.5)**PSD 2.4.1 Free haul (Clause 5.2.5.1)**

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

PSD 3 TOLERANCES**PSD 3.1 Position, Dimensions, Levels, etc. (Clause 6.1)**

Degree of Accuracy II shall apply for all earthworks except as specified otherwise.



PSD 3.2 Moisture Content and Density (Clause 6.2)

Degree of Accuracy II shall apply.

PSD 4 TESTING (Clause 7)**PSD 4.1 Taking and Testing of Samples (Clause 7.2)**

The Contractor shall carry out sufficient tests to satisfy himself about the consistency of materials to be used for bulk earth and roadworks.

PSD 5 MEASUREMENT AND PAYMENT**PSD 5.1 Restricted Excavation (Clause 8.3.3)****Borrow to fill****Unit: m³**

The rate for importing material for the use in permanent Works from designated borrow pits shall cover the cost of royalties, excavation, selection of suitable material, loading, transporting, offloading at point of placing and removal of excess.

Excavate for restricted excavations**Unit: m³**

The rate for restricted excavations for foundations shall include cleaning and levelling of the final excavated level before concreting.



PSDB EARTHWORKS (PIPE TRENCHES)**PSDB 1 MATERIALS****PSDB 1.1 Classes of Excavation (Clause 3.1)**

The provision of Clause PSD 1.1 shall also apply to this clause.

PSDB 1.2 Backfill Materials (Clause 3.5)

Material excavated from trenches may be used as main fill. However, where hard excavation is encountered, such material shall be kept separate from other excavated material and may not be used in the first 300 mm of main fill above the selected fill blanket. The first 300 mm of fill above the selected fill blanket shall meet the requirements of clause 3.5(a) of SABS 1200DB.

PSDB 2 CONSTRUCTION**PSDB 2.1 General (Clause 5.1.1)**

The Contractor shall be responsible for safeguarding all open trenches and shall indemnify the Engineer and the Client against any loss or damage suffered by any persons resulting from the presence of open trenches and other excavations.

PSDB 2.2 Free Water (Clause 5.1.2)

Trenches may be inundated during the rainy season. No provision has been made for separate payment for dealing with water in trench excavations and this cost shall be included in the unit rate for excavation.

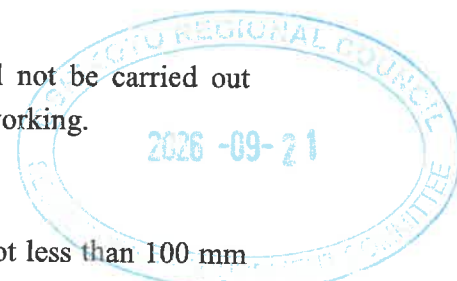
PSDB 2.3 Excavation (Clause 5.4)

The trench excavations shall be carried out to the grades and levels indicated on the drawings.

Trench excavation shall proceed progressively and shall not be carried out further ahead of pipe laying than is required for efficient working.

PSDB 2.4 Trench Bottom (Clause 5.5)

Trenches shall be excavated and trimmed to a depth of not less than 100 mm below the bedding level of pipes as indicated on the pipeline longitudinal sections. These depths shall be maintained for the full width and length of the



trench and all stones, rocks or other projections trimmed accordingly.

PSDB 2.5 Backfilling (Clauses 5.6.1 and 5.6.2)

The first 300 mm of main fill above the selected fill blanket shall meet the requirements of clause 3.5(a) of SABS 1200DB. Above this level the main fill may comprise hard material excavated from the trench. However, the final main fill layer may not include boulders greater than 250mm.

The minimum total cover over the top of the pipes shall be 600mm before any traffic and/or construction equipment shall be allowed to pass over them.

PSDB 2.6 Disposal of Excavated Material (Clause 5.6.3 and 5.6.4)

Surplus material from the trench excavation shall be neatly mounded over the centre line of the pipeline. The mound shall not exceed 300mm in height. Additional surplus material may be spread and finished off. All hard material that cannot be neatly spread and finished off shall be disposed of at designated sites.

PSDB 2.7 Deficiency of Backfill Material (Clause 5.6.5)

The free haul distance shall be unlimited.

PSDB 2.8 Completion of Backfilling (Clause 5.6.6)

Precautions shall be taken to ensure that the natural drainage of the ground is not interfered with. Care shall be taken to prevent erosion of backfill by construction of the necessary banks and drains.

The Contractor shall be responsible for settlement of backfill and erosion of the site up to the time the contract maintenance period has expired and he shall fill and level any settlement and/or erosion from time to time, as required by the Engineer and at the Contractor's expense.

The finishing-off of the pipeline surface shall be included in the price for excavation and backfill.

PSDB 3 TESTING (Clause 7)

The cost of all tests shall be borne by the Contractor.

PSDB 4 MEASUREMENT AND PAYMENT



PSDB 4.1 Basic Principles (Clause 8.1)

The free haul distance shall be unlimited.

PSDB 4.2 Scheduled Items (Clause 8.3)

PSDB 4.2.1 Excavate in soft material for pipe trenches, backfill, compact and dispose of surplus/unsuitable material to spoil Unit : m

The rates shall cover the cost of complying with the requirements of clause 5.1, excavation, backfilling, compacting and disposing of surplus and/or unsuitable material to designated spoil dumps. The length measured for payment of pipe trenches will include for manholes and no separate payment will be made for excavation for manholes.



PSG **CONCRETE (STRUCTURAL)****PSG 1** **MATERIAL****PSG 1.1** **Cement (Clause 3.2)**

PSG 1.1.1 Ordinary Portland Cement compliant with the requirements of SABS 471 shall be used for all structures in this Contract. No other types of cement (eg. Rapid Hardening Cement, Portland Blast furnace Cement or Slagment) may be used.

PSG 1.2 **Aggregates (Clause 3.4)**

Aggregates to be used in this contract shall be tested in accordance with subsection C-15 of SABS 1083 to determine whether they are potentially alkali-reactive. If they are alkali-reactive they shall either be replaced with aggregates that are non-reactive or the requirements of PSG 1.1.1 in respect of alkali-reactiveness shall apply.

At tender stage the Contractor shall assure himself by means of tests and test mixes by an accredited laboratory that the fine and coarse aggregates that he intends to use comply with the specification. The tendered rates shall therefore be deemed to allow for the importation of aggregates that do comply with the Specification.

The Contractor shall be responsible for locating the sources of all aggregates.

PSG 1.3 **Admixtures (Clause 3.5)****PSG 1.3.1** **Approval of Admixtures (Clause 3.5.1)**

The Contractor shall, by way of the information required in subclause 3.5.1, prove to the satisfaction of the Engineer that proposed admixtures and curing compounds are beneficial and not detrimental to the durability of the concrete.

PSG 1.3.2 **Air-entraining Agents (Subclause 3.5.2)**

Air-entraining agents shall not be used.



PSG 2 PLANT**PSG 2.1 Formwork (Clause 4.5)****PSG 2.1.1 Ties (Clause 4.5.3)**

Formwork ties in water-retaining structures shall be of the 12 mm Extended Coil Tie with Water-Bar-type of Form-scaff. No ferrules or ferrule pipes may be used in structural elements of water-retaining structures. The Contractor shall allow in his rates for the specified formwork ties and ensure that his formwork is compatible with these ties.

After removal of plastic cones from concrete, the openings in the concrete shall be made rough with a mechanical wire brush. Thereafter the openings shall be painted with cement mortar and filled with a shrinkage-free grout such as "M Bed Standard" from Sternson or a similar approved non-toxic product compatible with the chemicals used in the water. The grout filling shall be applied in such a way as to protect the ties against corrosion.

The cost of complying with the above shall be included in the rate for formwork.

PSG 3 CONSTRUCTION (Clause 5)**PSG 3.1 Reinforcement (Clause 5.1)****PSG 3.1.1 Cover (Clause 8.1.3)**

The minimum concrete cover for water-retaining structures are 40 mm and non-water-retaining structures 30 mm.

The cover blocks shall be made of 35 MPa/13 mm concrete using OPC. The size of the cover blocks shall be 60 mm x 60 mm, with a thickness equal to the specified cover. Wires shall be cast into the blocks to enable them to be fixed to the reinforcement. The concrete shall be thoroughly compacted and the blocks shall be protected against early drying and shrinkage due to sun and wind, by frequent wetting while still in the mould. After the blocks have been removed from the mould they shall be kept in water until used.

PSG 3.1.2 Splicing (Clause 5.1.4)

Splice lengths for reinforcing in water-retaining structures shall not be less than 60 diameters and in other non-water-retaining structures not less than 40 diameters. Where applicable, splices shall be staggered so that they are

evenly spread throughout the structure.



PSG 3.2 Formwork (Clause 5.2)**PSG 3.2.1 Classification of finishes (Clause 5.2.1)**

A smooth finish is applicable to all visible concrete.

a) Visible corners

All visible corners shall have a 25 mm x 25 mm chamfer.

PSG 3.3 Concrete (Clause 5.5)**PSG 3.3.1 Workability (Subclause 5.5.1.3)**

The workability range for all concrete (slump) shall be between 50 and 75 mm.

PSG 3.3.2 Durability (Subclause 5.5.1.5)

The maximum ratio of water to cementitious material shall be 0.5.

PSG 3.3.3 Strength concrete (Subclause 5.5.1.7)

All concrete shall be based on designed mixes. Trial mixes shall be made by a laboratory, approved by the Engineer, and with suitable experience in the design of PFA concrete mixes. The tendered rates shall be deemed to include for all costs of such trial mixes, whether order by the Engineer or not.

The types of concrete shall be Class 35/19 for structures, and 15/19 for blinding.

The maximum allowable standard deviation (S.D) shall be 4.5 MPa.

PSG 3.3.4 Placing (Clause 5.5.5)**PSG 3.3.4.1 Add the following to subclause 5.5.5.1**

The Contractor shall give the Engineer at least 24 hours notice of his intention to cast concrete.

PSG 3.3.4.2 Add the following to subclause 5.5.5.5:

Concrete in any structure shall not be allowed to fall freely through a height of more than 2 m.

This implies that walls in these structures may not be cast in lifts of more than 2 m in height. The use of trunking or chutes may be considered with the approval of the Engineer.





PSG 3.3.4.3 Add the following as subclause 5.5.5.10

No kickers in walls or columns shall be allowed.

PSG 3.3.5 Construction Joints (Clause 5.5.7)

PSG 3.3.5.1 Add the following to subclause 5.5.7.1

Before construction work commences the Contractor shall indicate his proposal for positioning construction joints on the drawings and submit these to the Engineer for his comment and approval.

PSG 3.3.5.2 Add the following to clause 5.5.7.3:

a) Construction joints generally:

The surface of the concrete shall be brushed with a steel wire brush or chipped with a light hammer or bush hammer within 24 hours of casting to remove all laitance and fine particles to a depth of at least 10 mm and to expose the coarse aggregate embedded in sound concrete. Whichever method is used to expose the coarse aggregate the Contractor shall ensure that the green concrete is not damaged or disturbed during the preparation of the joint and that waterstops are not damaged.

After the reinforcement for the next pour has been fixed and the formwork erected, the construction joint shall be cleaned thoroughly with a pressurised water jet. The joint shall then be wetted continuously with water for 24 hours to completely saturate the concrete immediately before new concrete is cast. Before the new concrete is cast all excess water shall be removed from the construction joint and the new concrete shall be cast directly onto the prepared surface.

PSG 3.3.6 Curing and protection (Clause 5.5.8)

Replace Clause (a) to (e) and replace with the following:

a) *Vertical surfaces (walls)*

Formwork for vertical surfaces, such as walls and columns, shall be protected from the direct sun and immediately after stripping of formwork, thoroughly sprayed with water. Immediately after this the concrete shall be covered with approved plastic sheets. These shall be removed on a regular basis to allow the application of more water to the concrete to ensure that it is kept moist continuously. Plastic sheets shall be reinstalled after each wetting of the concrete. Curing by means of this method shall continue uninterrupted for at least 10 days.

Alternatively, and if approved by the Engineer, membrane curing or sealing by means of liquid and dyed or pigmented curing compounds may be used in the case of structures. Such compounds shall be applied as soon as the concrete has taken its initial set. Coverage shall not exceed 5m² per litre of compound. This method of curing will not be allowed in the case of the canal lining.

Plastic sheets used for curing shall be waterproof and may not be torn or otherwise discontinuous. Sheets shall be white or lightly coloured. Black or other dark coloured plastic sheets shall under no circumstances be allowed. Sheets shall be held down or fixed securely to the elements being cured and joints in sheets shall be taped to prevent loss of moisture from the concrete. Care shall be exercised to prevent staining of exposed concrete.

Notwithstanding the preceding specifications, the Contractor shall also ensure that the concrete shall not be exposed to thermal shocks during the first 28 days after casting and he shall take the necessary, additional precautions to shield the concrete with plastic sheets or hessian during extreme warm, cold or windy weather. Hessian shall be wetted should the conditions necessitate this. Curing methods shall be such that saturation and subsequent damage to soil foundations is prevented. The Contractor shall make allowance in his rates for the above mentioned curing methods.

PSG 3.3.7 Concrete Surfaces (Clause 5.5.10)

PSG 3.3.7.1 Add the following to subclause 5.5.10.2:

(1) Wood-floated Finish

When a wood-floated finish is specified, the surface shall first be treated as specified in subclause 5.5.10.1, and after the concrete has hardened sufficiently, it shall be floated to a uniform surface free from trowel marks. The levelled surface shall be wood floated either by hand or by machine only, to remove trowel marks.

(2) Steel-floated Finish

When a steel-floated finish is specified, the surface shall be treated as specified for a wood-floated finish above, except that when the bleed water has disappeared and the concrete has hardened sufficiently to prevent the migration of concrete foam to the surface, the levelled surface shall be floated with a steel trowel on which a firm uniform pressure shall be applied to provide a dense, smooth, uniform surface free from trowel marks.

(3) Power-floated Finish

When a power-floated finish is specified, the surface shall be treated as specified for a wood-floated finish above, except that the levelled concrete surface shall be power floated to provide a dense, smooth, uniform surface of high quality free from trowel marks.

PSG 3.3.8 Defects (Clause 5.5.14)

Add the following subclause 5.5.14.1:

The method of repair of defects in the concrete shall be by approved epoxy primer, epoxy and filler applied strictly according to the manufacturer's specification or such other methods acceptable to the Engineer. Cementitious mortar may not be used for such remedial works. All repair materials shall be of an equivalent thermal and structural elasticity to concrete.

PSG 3.4 Grouting (clause 5.5.13)

PSG 3.4.1 Materials

PSG 3.4.1.1 Water

Water for grout shall comply with the requirements given in Subclause 3.3 of SABS 1200 G.

PSG 3.4.1.2 Cement

Cement shall be Ordinary Portland Cement complying with the requirements of SABS 471.

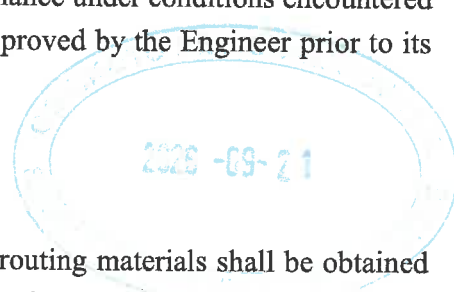
PSG 3.4.1.3 Admixtures

Admixtures shall comply with the requirements of Subclause 3.5 of SABS 1200 G and shall have a proven record of satisfactory performance under conditions encountered in the Republic of Namibia and shall be approved by the Engineer prior to its use.

PSG 3.4.1.4 Proprietary grouting materials

Unless otherwise approved by the Engineer, proprietary grouting materials shall be obtained ready mixed in sealed pockets as supplied by the manufacturers.

PSG 3.4.2 Preparation and procedures



PSG 3.4.2.1 Before a machine or structural bedplate is placed on the concrete the following steps shall be taken:

- a) All defective concrete, laitance, dirt, oil, grease, and loose material shall be removed from the concrete foundation by bush-hammering, chipping, or other means until sound clean concrete is obtained. The surface of the foundation shall be scabbled, but shall not be so rough as to interfere with proper placing of the grout. All foundation bolt sleeves shall be cut out, or cut off flush if the sleeves cannot be removed. The top of the foundation shall be re-shaped if necessary.
- b) The underside of each steel base, particularly in the bearing areas, shall be cleaned and any burrs and ragged edges removed before the base is placed in its final location.
- c) All holding-down bolt sleeves shall be thoroughly cleaned of any materials that may prevent the grout from flowing freely to the bottom of the bolt sockets.

PSG 3.4.2.2 The base shall be properly aligned and levelled and shall be maintained in that position during grouting.

PSG 3.4.2.3 After the machine or structural bedplate has been placed the following precautions shall be observed:

- a) Shimming shall be kept to a minimum. Steel plates shall be used for packing and shall be ground to the required thickness, where necessary.
- b) Before grouting is started all loose dirt, oil, grease, and other foreign matter on the surface of the foundation, the undersides of bedplates, and in the bolt holes shall be removed by means of compressed air or other approved means. The surface of the foundation slab shall be thoroughly saturated with clean water, and all free water shall be removed from the surface and the bolt holes just before the grout is placed.
- c) Grouting shall not be carried out until the alignment of all units to be grouted has been checked and approved by the Engineer.
- d) Special care shall be taken with grouting in hot or cold weather to ensure proper setting and gain of strength and, in the case of proprietary grouting materials, by having ice or hot water available, as the case may be, in accordance with the instructions of the manufacturer. Enclosures shall be provided for the grout such that, until

it has set, its temperature will be in the range 15-27°C. Shields to protect the grout from the sun and from hot winds shall be provided by the Contractor when so ordered.

PSG 3.4.3 Formwork

Formwork for grouting shall comply with the applicable requirements of Subclause 5.2 of SABS 1200G. Forms shall be caulked where necessary. Adequate clearance between forms and bedplates shall be provided to enable the grout to be worked into place.

PSG 3.4.4 Mixing (all free-flowing grouts except epoxy grouts)

The grout shall be mixed to a homogeneous uniform mixture and delivered ready for placing at a temperature between 15 °C and 25 °C.

The materials and water shall be mixed in a mortar mixer for at least 3 minutes or, in the case of small jobs only, shall be thoroughly mixed by hand, the entire mass being turned over enough times to ensure even distribution of these components.

The mixing shall be done as close as possible to the place(s) where the grout is placed.

No more grout shall be mixed at any one time than can be placed in a period of 20 minutes.

After the grout has been mixed it shall not be re-tempered by the addition of water.

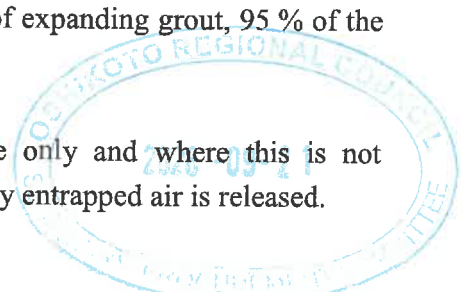
PSG 3.4.5 Grouting

PSG 3.4.5.1 Free-flowing grouts except epoxy grouts

The grout shall be placed quickly and continuously to avoid the undesirable effects of over-working. (These effects are segregation, bleeding, and breaking-down of initial set). The method of placement shall be subject to approval. The means of placing the grout shall be such that the grout will completely fill the space to be grouted, will be thoroughly compacted and will have evenly distributed contact over an area in excess of 80 % or, in the case of expanding grout, 95 % of the bearing area of the item to be supported.

Wherever practicable, grout shall be placed from one side only and where this is not practicable, care shall be taken to ensure that any entrapped air is released.

After the grout has taken its initial set,



- a) the forms shall be removed;
- b) excess grout shall be so cut away as to leave a smooth and neatly finished job;
- c) except where the grout is intended to provide resistance to side thrust, all edges shall be trimmed at 45° to the vertical, from the bottom edge of the bedplate; and
- d) all excess grout on or about the bedplates shall be removed.

Damage to paintwork, if any, shall be repaired within 24 hours. Packing plates, shims, and other levelling devices shall remain in position.

PSG 3.4.5.2 Dry-packed grout (standard dry sand and cement grout)

Dry-packed grout shall have a minimum compressive strength at 28 days of 20 MPa. The quantity of water added after placing shall be kept to a minimum consistent with placing conditions, and the cement, sand and, where applicable, pea gravel proportions by mass shall be as follows:

- a) Where the clearance between bedplate and foundation is 25 mm or less: 1 part of Portland cement, and 2 parts of sand;
- b) where the clearance exceeds 25 mm: 1 part of Portland cement, 1 part of sand, and 1 part of pea gravel.

Dry-packed grout shall be rammed by means of tamping rods against formwork placed along three sides of the bedplate.

PSG 3.4.5.3 Non-shrink grout with metallic aggregate

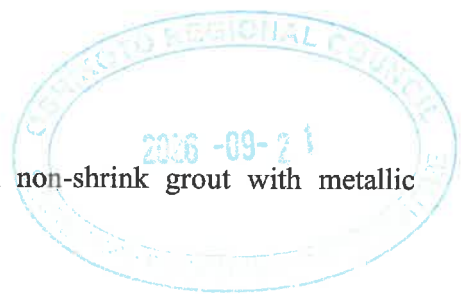
The manufacturer's instructions shall be observed when non-shrink grout with metallic aggregate is used.

Where the clearance between the bedplate and the foundation is less than 50 mm a sand-based mix shall be used. Where the clearance exceeds 50 mm the Engineer may order a mix with a base of sand plus pea gravel to be used.

PSG 3.4.5.4 Expanding grout with powdered aluminium additive

The manufacturer's instructions shall be observed when an expanding grout with powdered aluminium additive is used.

Where the clearance between the bedplate and the foundation is less than 25 mm, a sand-based



mix shall be used.

Where the clearance exceeds 25 mm the Engineer may order that a mix with a base of sand plus pea gravel be used.

Each batch shall be mixed for at least 6 minutes after the powdered aluminium has been added. Where a ready-mixed grout is used, the powdered aluminium shall be added at the placing site and the batch mixed as specified in PSG 3.4.4. Grout shall be placed within 45 minutes after the addition of the powdered aluminium.

The Contractor shall not use powdered aluminium additive when the ambient temperature is below 5 °C.

PSG 3.4.5.5 Epoxy grout (epoxy mortar type only)

The manufacturer's instruction shall be observed when an epoxy grout is used.

PSG 3.4.6 Testing

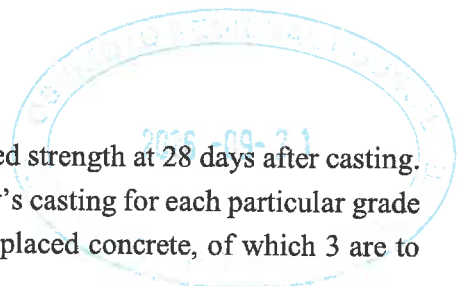
The Contractor shall, where so ordered, carry out a site test for each grouting procedure and each grouting gang to be used. The tests shall be carried out on a dummy bedplate similar in configuration to that which is to be grouted, but not exceeding 1 m² in area unless otherwise ordered. When the dummy bedplate is dismantled, the underside shall show a minimum grout contact area of 80 % with reasonably even distribution of the grout over the surface grouted except that, in the case of expanding grout, the minimum grout contact area shall be 95 %. The test shall show evidence of good workmanship and materials, and the results shall be to the satisfaction of the Engineer.

The Contractor, shall, when so ordered, make standard test cubes from various grout mixtures and subject them to compression tests to determine whether the specified strength has been achieved. Test procedures shall comply with the relevant requirements of Subclauses 7.2.1 - 7.2.3 of SABS 1200 G.

PSG 4 TESTS (Clause 7)

PSG 4.1 Frequency of Testing

The structural concrete shall be designed to meet its specified strength at 28 days after casting. A set of 6 cubes shall be taken from each day's casting for each particular grade of concrete and from at least every 50m³ of placed concrete, of which 3 are to be tested at 7 days and 3 at 28 days.



PSG 4.2 Testing (Clause 7.2)**PSG 4.2.1 General (Clause 7.2.1)**

Add the following:

The Contractor shall allow for all the costs for testing in his rates.

PSG 5 MEASUREMENT AND PAYMENT (Clause 8)**PSG 5.1 Measurement and rates (Clause 8.1)****PSG 5.1.1 Reinforcement (Clause 8.1.2)**

Delete subclauses 8.1.2.2 and 8.1.2.3 and replace with the following:

Mild steel and high tensile steel will be measured separately. Welded mesh will be scheduled separately for each type and mass per square metre of mesh.

The rate shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled, and the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SABS 920. The rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.

PSG 5.1.2 Concrete (Clause 8.1.3)

The unit rates for strength concrete shall be inclusive of all cube sampling, testing and of curing.

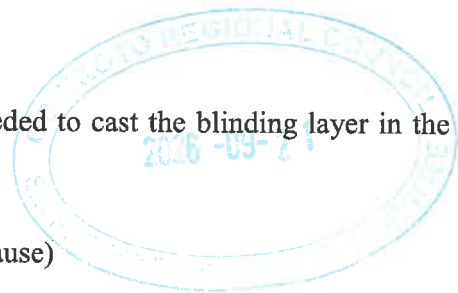
PSG 5.1.3 Blinding Layer (Clause 8.4.2)Unit: m²

The unit rate will include the cost of all form work needed to cast the blinding layer in the prescribed sections.

PSG 5.1.4 Casting in of Pipes and Specials (New Clause)

No separate items will be scheduled for items supplied under this Contract and to be built in.

The relevant rates for supply and installation shall also cover the cost for casting in the items supplied under this Contract whether the items are positioned before construction or in blocked-out holes.



PVZ CLEANING AND FINISHING**PVZ 1 SCOPE**

This section covers the final finishing and cleaning up of the Works and Site, and the disposal of excess material at places approved by the Engineer.

This Section does not cover the disposal of unsuitable excavated material, the finishing of quarries or borrow pits, the finishing of any backfill, the cleaning and finishing of concrete and other finishes described elsewhere in the specification or for which separate payment clauses exist.

PVZ 2 INTERPRETATIONS

Not applicable to this specification.

PVZ 3 MATERIALS

Not applicable to this specification.

PVZ 4 PLANT

Not applicable to this specification.

PVZ 5 CONSTRUCTION**PVZ 5.1 Precautions****PVZ 5.1.1 Safety**

The requirements of Subclause 5.1.1 of SABS 1200D or SABS 1200DA (as applicable) shall apply.

PVZ 5.2 Methods and Procedures**PVZ 5.2.1 General**

After completion of the work which is to be executed under this Contract, the Works and the Site shall be finally and neatly cleaned and finished off by means of suitable machines and equipment and hand labour where required until a neat and clean appearance is obtained. The Contractor shall ensure that completed and approved work is not damaged during the cleaning up operations. If any

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part is damaged, it shall immediately be rectified to comply with the required specification for the particular part of the Works. Camping Sites shall be neatly cleaned, and all rubbish shall be disposed at places approved by the Engineer.



PVZ 5.2.2 Cleaning

Loose stones, felled trees, roots and all other rubbish on fill or on the sides of streams shall be removed to give the site a neat appearance. Storm water drains shall be cleaned of debris, soil, silt and other material.

Concrete floor panels from temporary buildings and any excess concrete dumped on the site shall be broken up and disposed of in areas approved by the Engineer and covered over to the satisfaction of the Engineer.

PVZ 5.2.3 Finishing

Permanent access roads required for future use by the Employer and other permanent roads in the general works area shall be graded so as to remove all corrugations and all imperfections made good in such a way that the specified shape is maintained, and the surface is not loosened. Dragging, pushing or scraping waste material along across these roads will not be permitted.

Care shall be taken not to damage culvert headwalls and drains when doing this work. All cutting fills and drains shall be trimmed and finished to the original lines and grades or as required by the Engineer. All intersecting slopes shall be neatly rounded. Excess debris or other waste material adjacent to culverts and drainage structures shall be removed and trimmed as directed by the Engineer.

PVZ 6 TOLERANCES

PVZ 6.1 After the completion of cleaning and finishing as described in this specification, all work shall be within the tolerances required by the relevant specification for each portion of the work.

PVZ 7 TESTING

Not applicable to this specification.

PVZ 8 MEASUREMENT AND PAYMENT

PVZ 8.1 Cleaning and Finishing Unit : Lump Sum



Payment shall be a lump sum to provide for all expenses in connection with this work. The Bid lump sum shall be a fixed amount and shall not be subject to any variation as far as quantity is concerned.



Drawings

The work shall be carried out in accordance with the following Drawings which form part of the Contract Documents:

Drawing Number	Title	Revision
LP-NA-P3797-TR-001	ROAD LAYOUT, LONG SECTIONS AND SETTING	D
LP-NA-P3797-TR-002	ROAD MAINTENANCE MASTER LAYOUT	D
LP-NA-P3797-TR-003	ROAD BLADING, RE-GRAVELLING AND CULVERTS-001	D
LP-NA-P3797-TR-004	ROAD BLADING, RE-GRAVELLING AND CULVERTS-002	D
LP-NA-P3797-TR-005	ROAD BLADING, REGRAVELLINGAND MARKINGS	D
LP-NA-P3797-TR-010	ROAD CROSS SECTION AND DETAILS	D
LP-NA-P3797-TR-011	ROAD CROSS SECTION AND CONCRETE BARRIERS	D
LP-NA-P3797-TR-012	STORMWATER CULVERTS DETAILS	D

SEE ANNEXURE B FOR DRAWINGS



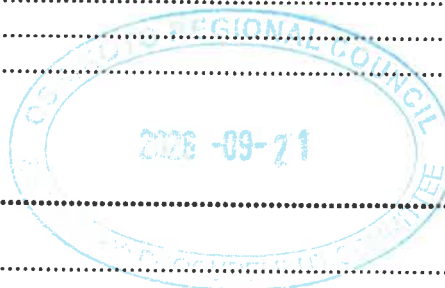
PART 3 – Conditions of Contract and Contract Forms



Section VI - General Conditions of Contract

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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.

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

reports about the surface and subsurface conditions at the Site.

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

2. Interpretation

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

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

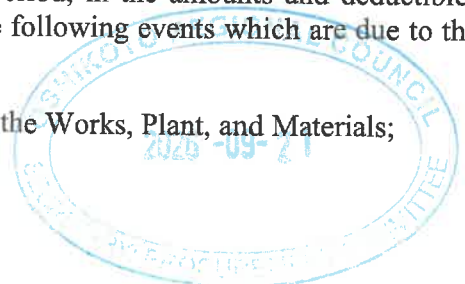
2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Notification of award,
- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,



- (g) Drawings,
 - (h) Bill of Quantities, 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.
- 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
 - (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.

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

14. Site Data

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

15. Contractor to Construct the Works

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

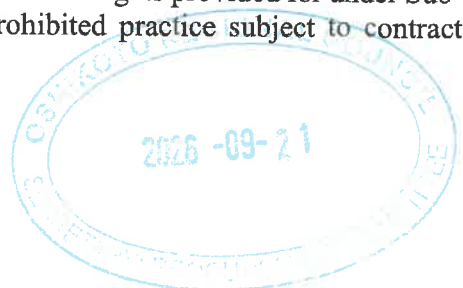
16. The Works to Be Completed by the Intended Completion Date

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

17. Approval by the Project Manager

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

- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within 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.
- 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 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.

29. Management Meetings

- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

- 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control**31. Identifying Defects**

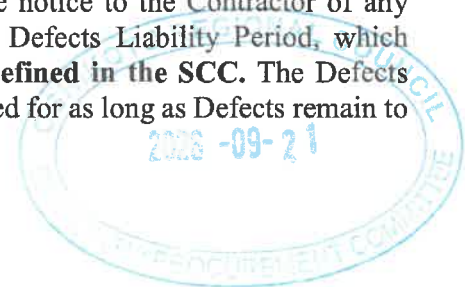
- 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project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

32. Tests

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

33. Correction of Defects

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



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

34. Uncorrected Defects

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

D. Cost Control

35. Contract Price

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

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

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

36. Changes in the Contract Price

36.1 In the case of an admeasurement contract:

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

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

37. Variations

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

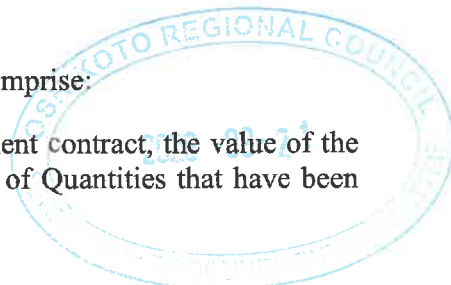
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

**38. Cash Flow
Forecasts**

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

**39. Payment
Certificates**

- 39.1 A single statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor.**
- 39.2 The Project Manager shall check the Contractor's statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or



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

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

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

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

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

40. Payments

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

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

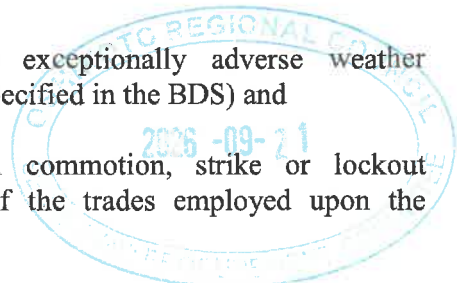
40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions to the Contract Price.

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

41. Compensation Events

41.1 The following shall be Compensation Events:

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



Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

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

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

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

42. Tax

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

43. Currencies

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

44. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients¹ **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

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

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

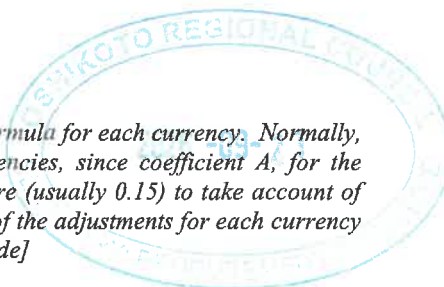
45. Retention

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

46. Liquidated Damages

- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest

¹ 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]



on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

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

48. Advance Payment

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

49. Securities

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

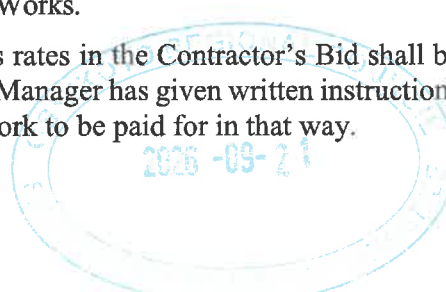
- (ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfil its obligation in that respect.
- (b) For contracts above N\$ 5 M, the preference security shall be in the form of an “on demand” bank guarantee for an amount in a convertible currency equivalent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

49.3 Where a Preference Security is applicable:

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

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 subsection 39, he may, unless the

remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

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

E. Finishing the Contract

- 53. Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 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** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

58. Fraud and Corruption

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

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

58.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

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

59. Payment upon Termination

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

60. Property

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

61. Release from Performance

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



Section VII. Special Conditions of Contract

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

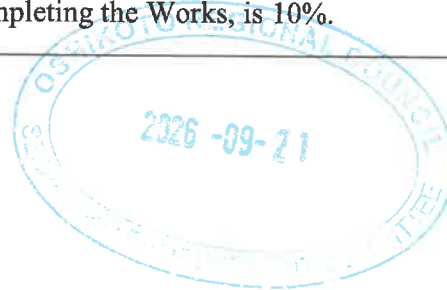
A. General	
GCC 1.1 (r)	The Employer is: Oshikoto Regional Council Ya Ndakolo Street P.O.Box 19247 Omuthiya Tel: +264 65 244800 Oshikoto Region Ms. Maria Iita: PMU Head
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be February 2027
GCC 1.1 (y)	The Project Manager is: Green Route Consulting Engineers Namibia P.O. Box 21980 Windhoek NAMIBIA Tel: +264 81 2100 133 Mr. Petrus Fillipus (info@greentroutecen.com.na/ grinam02@gmail.com)
GCC 1.1 (aa)	The Site is located at Oshivelo Settlement Area as is defined.
GCC 1.1 (dd)	The Start Date shall be November 2026 or earliest thereafter after Contract Award.
GCC 1.1 (hh)	The Works consist of Maintenance of Access Road at Extension-1 in Oshivelo Settlement Area, Oshikoto Region
GCC 5.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 6.1	Delivery address for notices is: Employer: Oshikoto Regional Council Ya Ndakolo Street P.O.Box 19247 Omuthiya 

	Tel: +264 65 244800 Oshikoto Region Contractor: For the Contractor: Company Name: _____ Contact Person: _____ Tel. / Cell. no: _____ Email: _____
GCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: (a) for the Works, Plant and Materials: <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 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 have 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.

2025-09-21

GCC 14.1	Site Data is listed under Project Specifications PS-2
GCC 20.1	The Site Possession Date(s) shall be within 30 days of award of project or earlier subject to the submission of the Performance Guarantee and Insurance by the successful Contractor.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.
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: 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.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
GCC 24.4	Not Applicable
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Programme for the Works within 14 days from the date of the Notification of award.
GCC 25.3	The period between Program updates is 30 days. The period between Program updates is 30 (thirty) days. The amount to be withheld for late submission of an updated Program shall be 5% of the next payment certificate.
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days.
GCC 39.7	Interim Payment for Plant and Material on site is applicable to 80% of the delivered material value.

D. Cost Control	
GCC 41.1 (l)	Adverse weather conditions is defined as follows: The actual number of days on which 20mm or more rain fell in one day during a specific calendar month, exceeds the number of rain days which occurred at a frequency of once in 3 years over the past 20-year period.
GCC 43.1	The currency of the Employer's country is: Namibian Dollars.
GCC 44.1	The Contract is not subject to price adjustment.
GCC 45.1	The proportion of payments retained is: 10 percent (10 %), up to a maximum of 5% of the contract amount.
GCC 46.1	The liquidated damages for the whole of the Works are 0,1% of the contract amount per calendar day to a maximum amount of 10% of contract amount.
GCC 47.1	Bonus payment for early completion is not applicable.
GCC 49.1	The Performance Security amount is: (a) Bank Guarantee: 10% of Bid amount
E. Finishing the Contract	
GCC 55.1	The date by which "as built" drawings are required is 14 days after the Completion date.
	The amount withheld for failing to produce "as-build" drawings and/ or operating and maintenance manuals by date required in GCC 58.1 is N\$ 20,000.00
GCC 56.1	Operating and maintenance manuals should be supplied to the employer by the contractor no later than: 14 days after the Completion Date
GCC 56.2	Amount to be withheld should the maintenance and operation manuals not be provided is: N\$ 20 000
GCC 57.2 (g)	The maximum number of days is: 100 days
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 10%.



Section VIII - Contract Forms**Table of Forms**

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Notification of Award

OSHIKOTO REGIONAL COUNCIL

..... *[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



Contract Agreement

THIS AGREEMENT made on the day of, ...,
, between, ...,
, (hereinafter “the Employer”), of the one part, and,
, (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as,
,
, 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, at a cost of N\$.,
,

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 *[insert addenda numbers if any]*
 - (d) the Appendix to the General Conditions of Contract
 - (e) the General Conditions of Contract;
 - (f) the Specifications as applicable to
 - (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:

for and on behalf of the Employer

Name:

.....

Position:

.....

in the
presence of:

Witness Name:

.....

Signature:

.....

Address:

.....

Date:

.....

Signed by:

for and on behalf the Contractor

Name:

.....

Position:

.....

in the
presence of:

Witness Name:

.....

Signature:

.....

Address:

.....

Date:

.....



ANNEXURE A: BILL OF QUANTITIES**A.1 Project Information**

Project Area	Extension 1 Access Roads, Oshivelo Settlement Area, Oshikoto Region
Road Length	Approximately 1.60 km
Road Classification	Primary Gravel Access Road
Funding Agency	Road Fund Administration (RFA)

A.2 Scope of Works

1. Site clearance and vegetation removal along the road reserve.
2. Grading and reshaping of the approximately 1.60 km gravel running surface to restore camber and drainage.
3. Localised full-depth rehabilitation: 150 mm roadbed preparation/re-compaction, 150 mm selected/G7 layer and 150 mm G5/G6 wearing course.
4. Pothole patching and localised failure repairs.
5. Side-drain reshaping, cleaning and restoration of drainage paths.
6. Cleaning and minor repair of existing culverts.
7. Moisture conditioning, controlled compaction, field-density testing, proof-rolling and final shaping.
8. Material testing and QA/QC for the proposed layerworks.
9. Temporary/interim road signage and traffic control.
10. Provisional risk allowance for minor unforeseen rehabilitation quantities.

A.3 Bill of Quantities – Priority 1 (Unpriced)

Bidders must insert their own unit rates and extend the corresponding amounts in the "Rate (N\$)" and "Amount (N\$)" columns below. Quantities shown are provisional and subject to re-measurement and certification by the Engineer on site.

Item	Description of Works	Unit	Quantity	Rate (N\$)	Amount (N\$)
A1	Site clearance & vegetation removal	km	1.6		
A2	Grading & reshaping of running surface, including restoration of camber	km	1.6		

Item	Description of Works	Unit	Quantity	Rate (N\$)	Amount (N\$)
A3	150 mm roadbed preparation / re-compaction at localised full-depth rehabilitation areas	m ³	336		
A4	150 mm selected / G7 layer – supply, place, moisture-condition and compact	m ³	336		
A5	150 mm G5/G6 gravel wearing course – supply, place, shape and compact	m ³	336		
A6	Pothole patching and localised failure repairs	km	1.6		
A7	Side-drain reshaping, cleaning and drainage restoration	km	1.6		
B1	Culvert cleaning and minor repairs	LS	1		
A8	Compaction, proof-rolling and final shaping of completed road	km	1.6		
B2	Material testing, field-density testing and QA/QC	LS	1		
C1	Temporary/interim road signage and traffic control	LS	1		
SUBTOTAL					
D1	Provisional sum / risk allowance for minor unforeseen rehabilitation quantities and site conditions	PS	1		
TOTAL CONSTRUCTION COST – PRIORITY 1					

Revision note: This Bill of Quantities incorporates 150 mm roadbed preparation, 150 mm selected/G7 layer and 150 mm G5/G6 wearing course, with controlled compaction, field-density testing, proof-rolling and QA/QC. Each layer is budgeted at 336 m³, based on a provisional 20% full-depth rehabilitation allowance over the 1.60 km × 7.0 m corridor. Actual quantities shall be measured and certified on site. Proposed material classes and density targets must be confirmed by laboratory testing and the Engineer's approved specifications.

A.4 Provisional Quantity Basis – 150 mm Layerworks

Parameter	Value
Road length	1.60 km
Existing road width	7.00 m
Road surface area	1,600 × 7.00 = 11,200 m ²
Provisional full-depth rehabilitation allowance	20% of corridor

2026-09-21

Parameter	Value
Rehabilitation area	$11,200 \times 20\% = 2,240 \text{ m}^2$
Compacted layer thickness	$150 \text{ mm} = 0.15 \text{ m}$
Roadbed layer volume	$2,240 \times 0.15 = 336 \text{ m}^3$
Selected/G7 layer volume	$2,240 \times 0.15 = 336 \text{ m}^3$
G5/G6 wearing-course volume	$2,240 \times 0.15 = 336 \text{ m}^3$
Total 3-layer compacted volume	$1,008 \text{ m}^3$

Important quantity basis: the source material confirms approximately 1.60 km length and 7.0 m existing width, but does not establish the percentage requiring full-depth reconstruction. A provisional 20% corridor allowance is used for budgeting the three 150 mm layers. It is not a claim that exactly 20% requires reconstruction. Actual failed areas shall be measured and certified by the Engineer.

A.5 150 mm Layer Compaction & Quality Requirements

Layer	Compacted Thickness	Proposed Material	Density Target	QA / Testing	Acceptance
Roadbed preparation	150 mm	Existing / improved in-situ material	90% Modified AASHTO*	Moisture conditioning; field density; proof-roll	Engineer acceptance
Selected layer	150 mm	G7 / approved selected gravel	95% Modified AASHTO*	Material grading/CBR/PI; moisture; field density	Engineer acceptance
Wearing course	150 mm	G5/G6 / approved gravel	98% Modified AASHTO*	Material grading/CBR/PI; moisture; field density; proof-roll	Engineer acceptance

** Proposed engineering targets added to accommodate the revised layout. Final density requirements must be confirmed by the approved project specification and laboratory Modified AASHTO MDD/OMC results. Each 150 mm layer is to be placed and compacted as a controlled lift; field-density testing is required, and proof-rolling is supplementary to density testing.*



ANNEXURE B: DRAWINGS
B.1 Engineering Road Layout – Extension 1

Road / Intervention	Priority 1 – Rehabilitation of Extension 1 gravel road
Approximate Length	1.60 km
Existing Road Width	Approximately 7.0 m
Road Type	Primary gravel access road
Main Treatment	Grading, reshaping, spot regraveling, pothole repairs and drainage repairs

Engineering scope / layout notes:

1. Rehabilitation corridor: Extension 1 main gravel road, approximately 1.60 km.
2. Existing carriageway width reported at approximately 7.0 m.
3. Restore the running surface by grading and reshaping to recover the required camber.
4. Spot regraveling to address loss of gravel wearing course and localised deterioration.
5. Repair potholes and localised failures.
6. Reshape and clean side drains; remove sediment and restore drainage channels.
7. Clean culverts and undertake minor repairs where required.
8. Compact and proof-roll the completed gravel surface.
9. Provide temporary/interim road signage during the works.
10. Exact horizontal alignment, chainages, drainage locations and quantities must be verified by survey before construction.



Preliminary engineering layout – not for construction setting-out. The supplied township layout is used as the base plan. Survey coordinates, centreline chainages, longitudinal levels, cross-sections and exact drainage structure coordinates are to be confirmed during detailed survey/design before issue for construction.

B.2 Road Engineering Schematic

Plan / chainage control (Extension 1 Gravel Road Rehabilitation – approx. 1.60 km):

CH 0+000	CH 0+200	CH 0+400	CH 0+600	CH 0+800	CH 1+000	CH 1+200	CH 1+400	CH 1+600
Verify on survey	Verify on survey	Verify on survey	Verify on survey	Verify on survey	Verify on survey	Verify on survey	Verify on survey	Verify on survey

Works Along Corridor	Extent / Basis
Site clearance / vegetation	As required along road reserve
Grading & reshaping	Full 1.60 km corridor
Spot regraveling	Localised areas identified during survey/site measurement
Pothole repairs	Localised failures
Side drains	Reshape / clean / restore drainage
Culverts	Clean and minor repairs
Compaction & proof-rolling	Completed gravel running surface
Temporary signage	During construction / interim traffic control

Design control note: the condition assessment confirms an approximately 7.0 m existing road width and recommends restoring camber, grading, spot regraveling and drainage. It does not provide a final crossfall, side-slope, layer thickness, drain dimensions, culvert sizes, formation levels or survey coordinates. Those parameters should therefore be established during detailed engineering design and survey rather than assumed in this preliminary layout.

B.3 Engineering Layout – BOQ Linkage

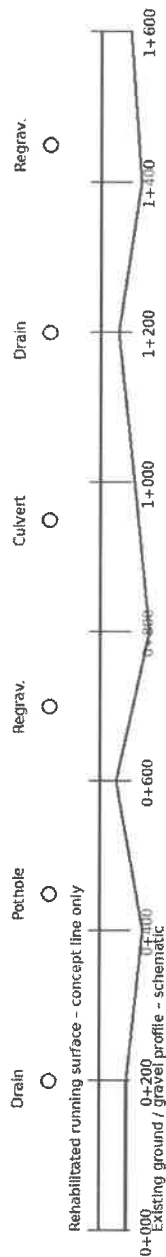
BOQ Item	Engineering Activity	Extent / Basis	Unit	Qty	Remarks
A1	Site clearance & vegetation removal	Road reserve	km	1.6	Confirm limits on site
A2	Grading & reshaping	Full road length	km	1.6	Restore camber
A3	Spot regraveling	Full corridor allowance	km	1.6	Measure actual gravel quantities during works
A4	Pothole patching	Full corridor allowance	km	1.6	Measure localised repairs
A5	Side drain reshaping & cleaning	Road drainage	km	1.6	Confirm drain extents
B1	Culvert cleaning & minor repairs	Existing culverts	LS	1	Confirm structures
A6	Compaction & proof-rolling	Full completed surface	km	1.6	QA / acceptance testing
C1	Temporary/interim road signage	Work zone	LS	1	Traffic management

Source basis: Detailed Condition Assessment Report – Road Maintenance and Rehabilitation Project – Extension 1 Access Roads, Oshivelo Settlement Area, Oshikoto Region. The report identifies the Extension 1 road network as approximately 1.60 km and approximately 7.0 m wide, and defines Priority 1 as grading, spot regravelling, pothole repairs, drainage works, compaction/proof-rolling and temporary signage.

B.4 Longitudinal Section

PRELIMINARY LONGITUDINAL SECTION – EXTENSION 1 ROAD

Approx. 1.60 km | Existing gravel road | Levels and grades to be confirmed by survey



CHAINAGE / LEVEL NOTE

No surveyed RLs, longitudinal grades, drainage chainages or vertical geometry were supplied in the source material. Therefore this sheet is a preliminary engineering control schematic and must not be used for construction setting-out.

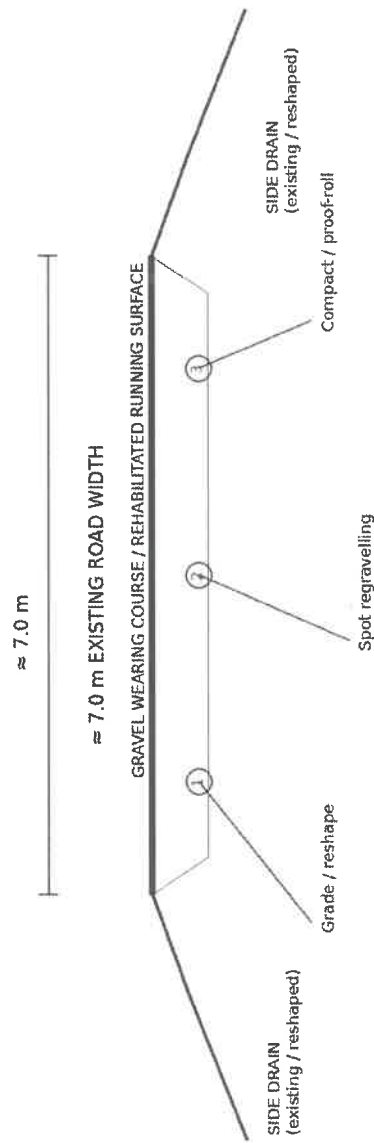
Preliminary engineering control schematic – chainages only. No surveyed reduced levels (RLs), longitudinal grades, vertical curves or surveyed drainage chainages were supplied in the source material. Surveyed existing-ground and proposed finished-road RLs are to be inserted after topographical verification survey.



B.5 Typical Cross Sections

TYPICAL CROSS-SECTION – PRIORITY 1 GRAVEL ROAD REHABILITATION

Existing road width reported as approximately 7.0 m; final crossfall, layer thickness and side slopes to be confirmed by design.



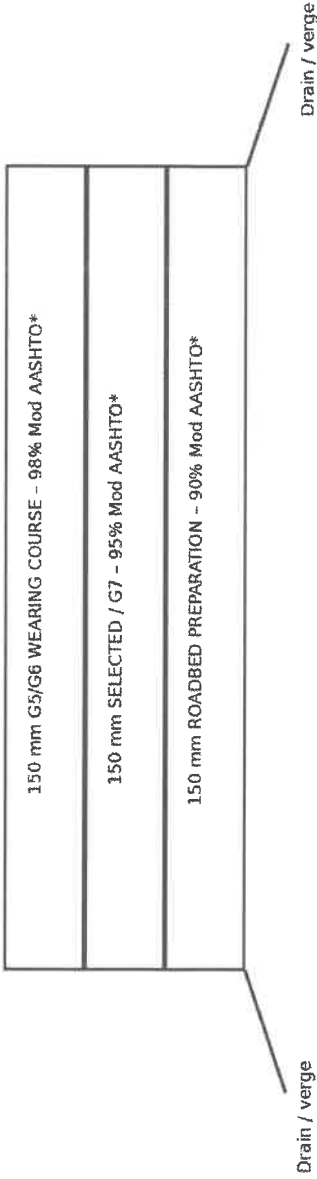
DESIGN NOTE: Do not assume a final crossfall, pavement thickness, side-slope or drain dimensions from this schematic. These shall be established from survey, detailed design and site verification before construction.

Existing road width reported as approximately 7.0 m; final crossfall, layer thickness and side slopes to be confirmed by design.



SECTION A-A – 150 mm LAYERWORKS

≈ 7.0 m existing width



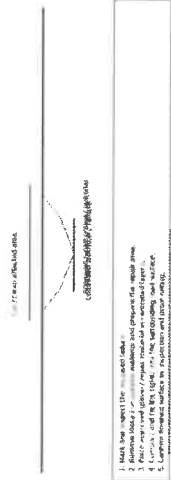
* Preliminary targets – confirm with approved project specification and laboratory results.

Section A-A – typical full-depth reconstruction at failed areas. Preliminary targets – confirm with approved project specification and laboratory results.

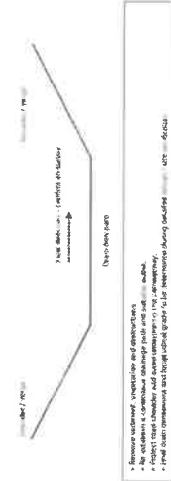
Confirmed source information: existing road width is approximately 7.0 m. The source material does not state a final crossfall, shoulder width, side-slope, gravel layer thickness or drain dimensions. These values are therefore deliberately left for detailed design and survey confirmation.

B.6 Construction Details

DETAIL - POTHOLE / LOCAL FAILURE REPAIR (CONCEPT)



DETAIL - SIDE DRAIN REHABILITATION / CLEANING (CONCEPT)



Detail 01 – pothole / local failure repair (concept).

Detail 02 – side drain rehabilitation / cleaning (concept).

Activity	Construction Sequence
Pothole repair	Inspect → clean → place approved material → compact → proof-roll



Activity	Construction Sequence
Drainage repair	Clear → reshape → restore continuous flow → protect shoulder
Culvert works	Clean existing culverts; minor repair where necessary; verify condition
Regravelling	Import, spread and compact approved gravel at localised deficient areas
Grading	Reshape running surface and restore camber
Signage	Temporary/interim signs and traffic control during construction

Construction / design control: all final dimensions, grades, culvert sizes, drainage locations, material specifications and construction tolerances shall be confirmed in the detailed engineering design and specifications. This section develops the preliminary engineering layout into a tender/design basis; it is not a substitute for surveyed construction drawings.

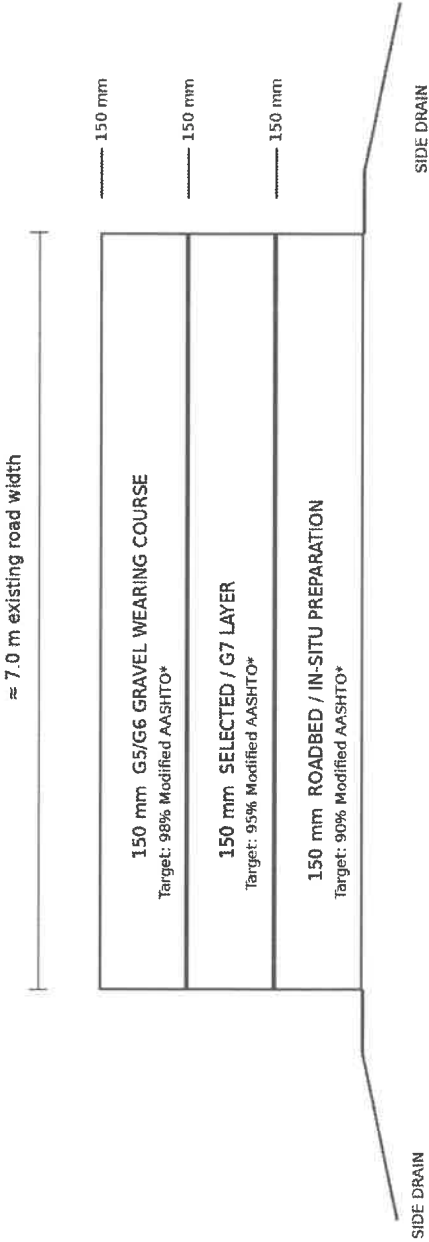
B.7 Survey Inputs Required to Finalise Long Section & Cross-Sections

No.	Survey / Design Input	Required For	Source Availability	Action
1	Road centreline coordinates / chainages	Plan & long section	Not provided in report	Topographical survey
2	Existing-ground RLs	Long section	Not provided in report	Survey at regular intervals / break points
3	Existing road edge levels	Cross-sections	Not provided in report	Survey both edges
4	Drain invert / flow levels	Drainage design	Not provided in report	Survey existing drains/outlets
5	Culvert locations, sizes and invert levels	Drainage detail	Not provided in report	Inventory and survey
6	Existing gravel thickness / material condition	Regravelling design	Visual assessment only	Test / site verification
7	Final crossfall and side slopes	Cross-section	Not provided in report	Engineering design
8	Spot regravelling quantities	BOQ	Preliminary allowance in report	Measure during detailed design

B.8 Proposed 150 mm Road Layerworks & Compaction Detail

Preliminary engineering basis for failed / reconstructed road sections – final specification subject to material testing and Engineer approval.

TYPICAL 150 mm ROAD LAYERWORKS - EXTENSION 1
PROPOSED ENGINEERING DETAIL - FOR DETAILED DESIGN / APPROVAL



COMPACTION / QUALITY CONTROL

- Place and compact each 150 mm layer as a controlled compacted thickness; do not place the full 450 mm in one lift.
- Moisture-condition material near the laboratory optimum moisture content before rolling.
- Determine target MDD/QMC by the specified Modified AASHTO laboratory test for the approved material.
- Carry out field density testing and proof-rolling; failed areas shall be reworked and retested.
- * Proposed targets shown here are a preliminary design basis and must be confirmed in the project specifications.

Typical 150 mm road layerworks – proposed engineering detail for detailed design / approval.

Layer	Thickness	Material / Classification	Compaction Target	Testing / Acceptance
Wearing course	150 mm	Approved G5/G6 gravel – subject to material test	98% Modified AASHTO*	Field density + visual inspection + proof-roll
Selected layer	150 mm	Approved selected/G7 material – subject to material test	95% Modified AASHTO*	Field density + material test + proof-roll
Roadbed preparation	150 mm	Existing in-situ material, improved/reworked where required	90% Modified AASHTO*	Field density + visual inspection + proof-roll

Compaction procedure & quality control:



Control	Requirement
Laboratory control	Establish MDD and OMC for each approved material using the specified Modified AASHTO test before construction.
Moisture conditioning	Add or reduce water as necessary to achieve workable moisture close to the approved OMC before final rolling.
Layer placement	Construct each 150 mm compacted layer separately; avoid placing a 450 mm total thickness in one uncontrolled lift.
Rolling	Use an appropriate smooth-drum / vibratory / pneumatic roller selected for the material and site conditions; determine rolling pattern during trial section.
Field density	Perform field density tests at representative locations and at the frequency specified by the Engineer / project specification.
Proof-rolling	Proof-roll completed layer; identify yielding, pumping or rutting and rectify before proceeding to the next layer.
Non-conformance	Areas failing density, level, shape or proof-roll requirements shall be scarified/reworked, moisture-conditioned and recompacted, then retested.
Final acceptance	Completed surface to satisfy line, level, width, crossfall, smoothness, drainage and compaction requirements before handover.

Design basis / important: the supplied Oshivelo Extension 1 condition report confirms an approximately 1.60 km gravel road and recommends grading, spot regravelling, pothole repairs, drainage repairs, compaction and proof-rolling, but it does not specify a 150 mm layerwork structure or compaction percentages. The 150 mm layer arrangement above is a PROPOSED engineering detail. Namibian road/project examples use 150 mm layer construction and Modified AASHTO density controls, but the final values for this project must be confirmed through geotechnical/material testing, detailed design and the Engineer's approved specifications. This section is not to be used alone for construction setting-out.

B.9 Materials, 150 mm Layers & Compaction Requirements

Layer	Thickness	Indicative Material	Density Target	Required Checks	Status
Roadbed	150 mm	Existing / improved in-situ	90% Mod AASHTO*	Suitability, moisture, density, proof-roll	Proposed
Selected	150 mm	G7 / approved selected gravel	95% Mod AASHTO*	Grading, PI, CBR, moisture, density	Proposed
Wearing course	150 mm	G5/G6 / approved gravel	98% Mod AASHTO*	Grading, PI, CBR, moisture, density, proof-roll	Proposed

Compaction requirement: density percentages are expressed as a percentage of the laboratory Modified AASHTO maximum dry density for the approved material. Each layer must be moisture-conditioned, placed and compacted uniformly. Field density testing is required for acceptance. The Engineer should approve the rolling pattern after a trial section where appropriate. Proof-rolling is supplementary to density testing and does not replace the required field-density tests.



