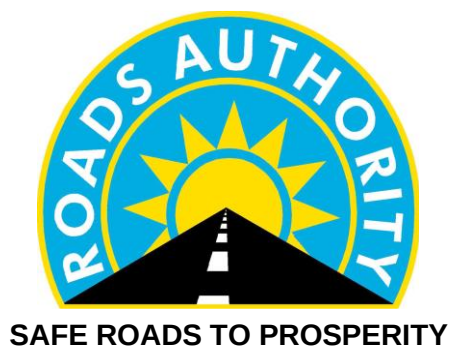




BIDDING DOCUMENT

Issued on: 30 July 2026

SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION

Procurement Reference No: W/ONB/RA-07/2026

Cost: N\$ 300.00

INITIALS_____

REPUBLIC OF NAMIBIA

BID SUMMARY

ROADS AUTHORITY**PROCUREMENT REFERENCE NUMBER: W/ONB/RA-07/2026****SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION*****Summary for Bid Opening Purposes***

NAME OF BIDDER:

NUMBER OF CONTRACT AREAS BID FOR:

(Summary brought forward from Section IV - Part D of the Bid Document)

BID OPENING SUMMARY OF BIDS			
LOT CODE	REGION	CONTRACT AREA	TOTAL <u>BID AMOUNT</u> N\$ (INCL. VAT)
SMU-OTJ 01	Otjiwarongo	Usakos	
SMU-OTJ 02	Otjiwarongo	Outjo	

NAME OF BIDDER:.....

SIGNED ON BEHALF OF BIDDER:

COMPANY STAMP:
 [NOT MANDATORY]

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Invitation for Bids (IFB)

SALT ROAD MAINTENANCE CONTRACT IN THE OTJIWARONGO REGION

PROCUREMENT REFERENCE NUMBER: W/ONB/RA-07/2026

Bids are invited through Open National Bidding (ONB) procedures for ***Salt Road Maintenance Contract in the Otjiwarongo Region***. Participation in the bidding process shall be limited to citizens of Namibia only in accordance with Clause 29 (a) of the Public Procurement Act 15 of 2015 that states: *A public entity may limit participation in open advertised bidding proceedings – to the citizens of Namibia.*

NO	LOT CODE	REGION	CONTRACT AREA	POLITICAL REGIONS
1	SMU-OTJ 01	Otjiwarongo	Usakos	Erongo
2	SMU-OTJ 02	Otjiwarongo	Outjo	Kunene

Address for the Collection	A set of complete documents with detailed specifications can be attained from: Roads Authority Head Office Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek Ground Floor Available as from Monday, 01 July 09:00 – 15:00 (Monday – Friday)
Submission of Documents	Bidding documents shall be deposited and submitted to: Bid Box Ground Floor Roads Authority Head Office Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek 27 August 2026

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Date of Issue	30 July 2026
Closing Date and Time:	Thursday - 27 August 2026 at 11h00 am (No late submissions/offers will be accepted)
Opening of Bids	Thursday, 27 August 2026 from 11h00 am Bids will be opened in the presence of the Bidder's representatives in attendance at: Roads Authority Head Office Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek Procurement Management Unit 4th floor
General Enquiries:	Roads Authority Head Office Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek Mr. Lucky Goreseb Email: goresebl@ra.org.na Tel: +264 61 284 7088
Bid Clarifications	All Requests for Clarifications should be addressed to goresebl@ra.org.na and reach the Purchaser not later than seven (7) days prior to the closing date for submission of bids. Late requests will NOT be responded to.
Pre-Bid Meeting	A none compulsory pre-bid meeting will be held. The date venue shall be communicated to all bidders

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PART 1 – Bidding Procedures

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Section I - Instructions to Bidders (ITB)

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Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid** 1.1 The Public Entity as defined¹ 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; and

- 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

Email Address: maria.jonga@mof.gov.na or kaarina.kashonga@mof.gov.na

¹ See Section IV, “General Conditions of Contract,” Clause 1. Definitions.

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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

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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-

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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 a Mobilization Schedule and a Construction Schedule in Section IV Part E: Technical Proposal.

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6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
- (b) total monetary value of construction works performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years or as otherwise **stated in the BDS**; and clients who may be contacted for further information on those contracts;
- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site personnel and technical personnel proposed for the contract;
- (f) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies;
- (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.

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6.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) a minimum average annual financial amount of construction work over the period **specified in the BDS**.
- (b) experience as prime contractor in the construction of a minimum number of works of a nature and complexity equivalent to the Works over a period as **specified in the BDS** (To comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager/Supervisor with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager or as otherwise **specified in the BDS**; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.²

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

B. Contents of Bidding Document

7. Sections of Bidding Document

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

Section I - Instructions to Bidders (ITB)
Section II- Bidding Data Sheet
Section III - Evaluation Criteria
Section IV - Bidding Forms
Section V - Employer's Requirements
Section VI – General Conditions of Contract
Section VII- Special Conditions of Contract
Section VIII - Contract Forms

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

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- 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 (in the format indicated in Section IV);

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(b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract;

(c) completed Bill of Quantities;

(d) Bidders must submit the following documentary evidence:

1. A certified copy of a company Registration Certificate;
2. An original or certified copy of valid Tax Good Standing Certificate;
3. An original or certified copy of a valid Social Security Good Standing Certificate
4. A certified copy of a valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
5. This bid is not reserved for SME's. A bidder will not be disqualified for not being an SME;
6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to Clause 52 of the General Conditions of Contract if it is awarded the contract or part thereof.

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| 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> |

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- 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.³
- 16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.
- The discount if any and the conditions of its application shall be indicated separately.
- 17. Currencies of Bid and Payment**
- 17.1 The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract unless otherwise **specified in the BDS**.
- 17.2 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 18. Documents Comprising the Technical Proposal**
- 18.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidder Qualification Form (section IV), in sufficient 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

³ In lump sum contracts, delete "rates, prices, and."

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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**.

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The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 10.

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| 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 | <p>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.</p> <p>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.</p> |
| E. Evaluation and Comparison of Bids | |
| 27. Confidentiality | <p>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.</p> <p>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.</p> |
| 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. |

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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 **Unless otherwise specified in the BDS**, Margin of preference shall not apply.

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- 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 Day-work 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.

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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.

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- 40. Performance Security**
- 40.1 Within thirty (30) days of the receipt of the notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section VIII (Contract Forms).
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement within the prescribed delay shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 41. Advance Payment and Security**
- 41.1 The Public Entity shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, **as stated in the BDS**. The Advance Payment shall be guaranteed by a security as per the format contained in Section VIII.
- 42. Plant and Materials on site**
- 42.1 Unless otherwise **specified in BDS** interim payment for Plant and Material on site is applicable as per GCC 39.7.
- 43. Debriefing**
- 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.

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Section II - Bidding Data Sheet (BDS)

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Section II - Bidding Data Sheet

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 Scope of Bid																			
ITB 1.1	The Public Entity herein referred to is: ROADS AUTHORITY The Employer is: ROADS AUTHORITY																		
ITB 1.1	The name of the bidding process is: Open National Bidding (Works) as per Section 27 (1) (a) (i) read together with Section 29 (a) of the Public Procurement Act, 15 of 2015. A public entity may limit participation in open advertised bidding proceedings - (a) to the citizens of Namibia. The identification number of the bidding process is: W/ONB/RA-07/2026 The name(s), identification code(s) of each Contract Area(s) included in this bidding process are listed below: <table border="1"> <thead> <tr> <th colspan="4">LIST OF CONTRACT AREAS</th> </tr> <tr> <th><u>N0</u></th> <th><u>CONTRACT AREA</u></th> <th><u>REGION</u></th> <th><u>AREA</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SMU-OTJ 01</td> <td>Otjiwarongo</td> <td>Usakos</td> </tr> <tr> <td>2</td> <td>SMU-OTJ 02</td> <td>Otjiwarongo</td> <td>Outjo</td> </tr> </tbody> </table>			LIST OF CONTRACT AREAS				<u>N0</u>	<u>CONTRACT AREA</u>	<u>REGION</u>	<u>AREA</u>	1	SMU-OTJ 01	Otjiwarongo	Usakos	2	SMU-OTJ 02	Otjiwarongo	Outjo
LIST OF CONTRACT AREAS																			
<u>N0</u>	<u>CONTRACT AREA</u>	<u>REGION</u>	<u>AREA</u>																
1	SMU-OTJ 01	Otjiwarongo	Usakos																
2	SMU-OTJ 02	Otjiwarongo	Outjo																
ITB 1.1	The Works shall consist of the Salt Road Maintenance works along the proclaimed Roads of the RA Otjiwarongo Region. The name and identification of the Contract are the Road Maintenance works in the Outjo and Usakos Districts of the Otjiwarongo Maintenance Region of the Roads Authority. The Project is the Salt Road Maintenance, Specialized maintenance works on roads and road reserves mainly on salt roads along the coast; the works entails yet not limited to: i) Earthworks and layer works, ii) Maintenance at inlets and outlets of waterway structures, iii) Sand removal on roads,																		

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	iv) Trimming and landscaping for the purpose of enhancing the riding quality, and v) Ensuring road safety on proclaimed roads.
ITB 1.1	The name of the Project is: Salt Road Maintenance Contract in the Otjiwarongo Region.
ITB 1.2	The Intended Completion Period is as follows: The Contract duration is: 24 Months <i>(from the date of site handover)</i> Contract Starting Date: On date of site handover Contract Completion Date: 24 months from date of site handover
ITB 2.1	The Works shall be financed by the Budgetary Allocation of the: Roads Authority
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 6.1	The information required from Bidders in ITB Sub-Clause 6.1 is modified as follows: a) The preliminary description of the proposed work method and schedule, including drawings and charts, <u>is not required to be prepared nor submitted by the Bidders</u>. All work methods are described in these bidding documents and in the Salt Road Methodology (SRM) manual. Bidders are referred to page 124 in the Standard Specification for this manual. Bidders are required to complete all the forms and schedules included in Section IV, plus submit supporting documentation as requested.

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ITB 6.2 (a)	In addition to the documents listed in ITB 6.2 (a), bidders shall include: 1. Confirmation of locale through or by the following: - i. <u>A certified copy</u> of the valid fitness Certificate, or ii. <u>A certified copy</u> of the latest (not older than 2-months – from the date of 1st submission deadline) Municipal Bill that is either in the name of: <u>the Bidder</u> or in the individual name(s) of any of his/her partner(s) within the bidding entity, or iii. <u>A certified copy</u> of the valid fitness Certificate from the Ministry of Health and Social Services – in the event that the Bidder's place of registration and operation falls outside a recognized municipal area. iv. <u>A certified copy of a lease agreement (not older than six (6) -months – from the date of 1st submission deadline) – in the event that Bidder is a tenant. The required lease agreement must be accompanied by the Lessor's latest Municipal Bill i.e., not older than 2-months – from the date of 1st submission deadline.</u> 2. <u>Power of Attorney</u> signed by the Bidder, dully authorizing signatory to the Bid, accompanied by certified copies of IDs of signatories and acceptance of authority. <u>Please note: Copies from a certified copy shall not be acceptable, submission thereof shall be deemed non-responsive.</u>
ITB 6.2 (b)	Bidders must state the total monetary value of construction <u>works performed and completed in any of a total of five (5) years within the last ten (10) years (i.e., any five years from)</u>; being an amount not less than: <u>N\$ 30,000,000.00</u> Bidders must provide references of clients / employers (i.e., <i>in the cases of Bidders who participated in these projects in their capacity of Sub-contractor the reference letters must come from the Employer <u>addressed to the Main Contractor; and listing the sub-contractor(s) under them as well as indicating the works executed by the said Sub-Contractor</u></i>) who may be contacted for further information on those contracts. As a form of references the Bidder shall provide the following information: 1. A signed letter and/or completion certificate from previous clients / employers or their representative(s) explicitly expressing information as it relates to the following for the works: -

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	i.Contract duration, ii.Brief description of the works, iii.Approved contract price (as required in BDS 6.3 (a), and iv.Contract size length of road (if applicable). v.Performance of the Contractor
ITB 6.2 (c)	Bidder must submit evidence of experience in works of a similar nature and size with a total combined minimum of three (3) years over the past ten (10) years (i.e., total number of contracts of similar nature to add up to three (3) years over the last 10-years) should be experiences in either of the following: • Salt Road maintenance (routine), • Salt Road Construction (gravelling/re-gravelling) (periodical), • Periodic maintenance of gravel Roads limited to Re-gravelling Roadworks only, or • Construction of gravel roads. Bidders must provide references of clients / employers (i.e., <i>in the cases of Bidders who participated in these projects in their capacity of Sub-contractor the reference letters must come from the Employer <u>addressed to the Main Contractor; and listing the sub-contractor(s) under them as well as indicating the works executed by the said Sub-Contractor</u></i>) who may be contacted for further information on those contracts. As a form of references the Bidder shall provide the following information: A signed letter and/or completion certificate from previous clients / employers or their representative(s) explicitly expressing information as it relates to the following for the salt works: - 1. Contract duration, 2. Brief description of the works, 3. Approved contract price, and 4. Contract size length of road (if applicable). 5. Performance of the Contractor
ITB 6.2 (d)	The Bidder shall submit a list (i.e., assets register) of all plant and equipment to be used on the works, the said list / asset register shall indicate the source or form of acquisition namely: i. Ownership, ii. Lease or hire, iii. Rent, or iv. Intent to purchase

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	Additionally, the Bidder is to fully complete the sample form in Section IV – Bidding Forms, Part E3. (The Bidders are advised to produce copies of the said forms to ensure all plant and equipment are captured at and for Bid submission). With (and inclusive of) the above list / asset register of plant and equipment, proof of ownership <u>is only required for plant and/or equipment registrable with NaTIS.</u> In addition, an asset register for any other equipment should be provided. Herein under, is the complete list of all plant and equipment to feature in the list / asset register and where necessary a certified copy of the <u>NaTIS Registration Certificate</u> needs to be availed; <u>insofar as to prove the capacity requirements of the required plant / equipment (for those registrable by NaTIS) the Bidder is to further (to the Registration Certificate) attach a certified copy of a license disk from NaTIS:</u> 1. Salt Road Maintenance Unit (SMU)(Production of two (2) km per working day, minimum: i. 1x Grader CAT 140 K minimum or similar (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>), ii. 1x pneumatic eight/nine-wheel compactor of minimum 25 ton, iii. 1x Excavator CAT 330 GC (30-ton min) or similar (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>), iv. 4x Water bowsers 16 kl minimum, v. 1x Water bowser 25 kl minimum, vi. 3x Saltwater pumps 80 mm Ø, vii. Pick-up (Bakkie) (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>) 2. Sand Removal (Coastal Dunes) i. 1x Bulldozer CAT D 9 (50 ton) or similar (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>; the employer shall verify capacity via NaTIS database), ii. 1x Grader CAT 140 G minimum or similar (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>; the employer shall verify capacity via NaTIS database),
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	iii. 1x loader CAT 950 (3.5 m³) (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>; the employer shall verify capacity via NaTIS database), iv. 2x Tipper Trucks (minimum 7m³) (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>; the employer shall verify capacity via NaTIS database). 3. Salt Road Construction (Re-gravelling) i. 1x Bulldozer CAT D 9 (50 ton) or similar (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>; the employer shall verify capacity via NaTIS database). ii. 2x Grader CAT 140 G minimum or similar (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>; the employer shall verify capacity via NaTIS database). iii. 1x loader CAT 966 (4.5 m³) (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>; the employer shall verify capacity via NaTIS database). iv. 4x Tipper Trucks (minimum 7m³) (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>; the employer shall verify capacity via NaTIS database). v. 3x Water bowsers 16 kl minimum (Accompany by a valid <u>NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>; the employer shall verify capacity via NaTIS database). vi. 1x Pneumatic eight/nine-wheel compactor of minimum 30 ton. vii. 1x Grid roller (minimum 13 ton) including tractor. viii. 1x Vibratory roller (minimum 10 ton). ix. 2x Saltwater pumps 80 mm Ø.
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	x. Pick-up (Bakkie) (<u>Accompany by a valid NaTIS Registration Certificate</u> as proof ownership & the latest <u>Motor Vehicle License Disc from NaTIS</u>) 1. Equipment – as required in SRM Sections for each maintenance activity. 2. Road Signs - as required in BRMM Sections for each maintenance activity. As well as hulabond Road Signs and Line Diagrams. It should be noted that the following information and required proofs as it relates to the other forms of sourcing plant and equipment shall ensue: i. <u>Lease / hire</u>: – Letter of intent to hire from a reputable lease or hire company. The letter must explicitly express the plant and equipment to be leased or hired by the Bidder. ii. <u>Rent (Private individuals)</u>: – the letter of intent or proposed rental agreement should be accompanied by a proof ownership (NaTIS) by the lessor and their Identification Document (ID). iii. <u>Intent to purchase</u>: - A quotation explicitly depicting/describing the full name(s) and specification(s) of the plant/equipment required as per Item No. 1 above. The said quotation must be accompanied and referenced by a letter of intent from the Bank confirming extension of credit (conditionally) for the said quotation.
ITB 6.2 (e)	The Bidder shall submit a Curriculum Vitae (CV) of the following key site and technical personnel. The CV shall highlight the experiences and their specific roles: 1. Contract Manager / Supervisor – At least 5 years’ cumulative experience in a supervisory and/or contracts management role for any of the following: i. Routine Maintenance of Gravel Roads project (gravelling and/or re-gravelling), or ii. Roads Construction projects (of Gravel Roads), or iii. Civil and/or Municipal engineering services or iv. Building construction. 2. 2x Foreman – At least 5 years’ cumulative experiences as a foreman for a: i. Routine Maintenance of Salt Roads project, or ii. Roads Construction project (to Salt Road standard).

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	3. Namibian Civil Engineering Graduate – With zero (0) years of experience. It should be noted that all CV(s) of the key personnel listed above must be accompanied by a signed letter of consent of the owner addressed to the Bidder. The said letter of consent should be addressed to the Bidder with the correct <u>Roads Authority Bid References</u>. <u>Reference Letters</u> from employers indicating that the candidate have worked on these specific projects on their CV(s) (Applicable to the Contract Manager and Foreman <u>Please note: Copies extracted from a certified copy shall not be acceptable, and submission thereof shall be deemed non-responsive.</u>
ITB 6.2 (f)	Reporting on the financial standing of the Bidder's (firm); the Bidder shall submit the appropriate documentation as listed below: • For <u>Close Corporations</u> (i.e., CCs), the Bidder shall submit Annual Financial Statements of the firm for the <u>last three (3) years</u>. • For <u>Private Proprieties</u> (i.e., PTY (Ltd)): certified copies of Audited Financial Statements as filed at the Registrar of Companies of the <u>last three (3) years</u>.
ITB 6.2 (g)	The Bidder shall submit evidentiary proof of working capital in the form of: 1. Access to lines of credit, and/or 2. Availability of other financial resources i.e., liquid assets. 3. A three (3) Months Bank Statements (not older than three (3) months from date of 1st submission) with an average amount of <u>N\$ 2,500,000.00</u> over the indicated period. The evidentiary proof must be in the form of an actual approved letter of credit facility or a <u>conditional letter of intent</u>. The letter of approved credit facility must be (signed and stamped by the bank) from an approved financial institution (Commercial Bank) and shall explicitly include the following content therein: i. The minimum amount of N\$ 2,500,000.00 for the credit facility. ii. The minimum amount of N\$ 2,500,000.00 of liquid assets less any encumbered assets. iii. The letter should indicate the Procurement Reference Number of this Bid.

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	The minimum amount of working capital to be availed shall be N\$ 2,500,000.00 Per Contract. <u>Please note: Copies extracted from a certified copy shall not be acceptable, and submission thereof shall be deemed non-responsive.</u>
ITB 6.2 (h)	The Bidder <u>shall submit a written permission for the Employer to seek references from the Bidder's Bankers for any clarification.</u>
ITB 6.2 (i)	The Bidder shall where applicable provide information regarding any litigation, current or during the <u>last five years</u> , in which the Bidder or any of its partners was/were/is involved, the parties concerned, the issues involved, the disputed amounts, and awards.
ITB 6.2 (j)	The Bidder <u>is not required</u> to submit any proposal for subcontracting components of the works.
ITB 6.3 (a)	The Contractor must have a minimum average annual financial amount of construction of <u>N\$ 6 000 000.00, for any of two (2) years over last ten (10) years.</u>
ITB 6.3 (b)	Bidders must submit a complete list of past experience and references with a total combined minimum of three (3) years over the past ten (10) years (i.e., total number of contracts of similar nature to add up to three (3) years over the last 10-years) in similar projects including <u>any of</u> the activities listed below: • Salt Road maintenance: The minimum number of work experience as a <u>prime contractor</u> is at least one salt road maintenance project over a period of three (3) years or <u>five (5) years as an SME sub-contractor in salt road maintenance.</u> or • Salt Road Construction (gravelling/re-gravelling): one salt road project over a period of three (3) years or <u>five (5) years as an SME sub-contractor in salt road construction.</u> or • Periodic maintenance of gravel Roads limited to re-gravelling works only, or • Construction of gravel roads.
ITB 6.3 (c)	To qualify for award of the Contract the Bidder must indicate (Also see BDS ITB 6.2 (d)) the proposal for the timely acquisition (namely, own, lease, hire etc.). The essential equipment to be made available for the Contract by the successful Bidder shall be compliant with the requirements of the Standard Specification, the Project Specification, Section 1000 and the Salt Road Methodology, (SRM) with specific reference made to sections of the SRM as follows:

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	As per BDS ITB 6.2 (d)
ITB 6.3 (d)	The Bidder shall submit a Curriculum Vitae (CV) of the following key site and technical personnel. The CV shall highlight the experiences and their specific roles: As per BDS ITB 6.2 (e)
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: <u>N\$ 2,500,000.00.</u> As per BDS ITB 6.2 (g)
B. Bidding Documents	
ITB 8.1	The Public Entity's address for clarification is: Mr. Lucky Goreseb Email: goresebl@ra.org.na Tel: +264 61 284 7088 Roads Authority, Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek <i>Requests for clarification must be received by the Employer at least 14 days prior to the deadline for submission of bids.</i>
ITB 9.2	A none compulsory pre-bid meeting will be held. The date and venue shall be communicated to all bidders:
ITB 10.1	<u>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.</u>
ITB 13(d)	1. For the purposes of this Bid a <u>valid</u> Good Standing Social Security Commission (SSC) shall entail the following: i. The date on the SSC Good Standing Certificate shall be any period between first date of issuance (date of advertisement) of this Bid and the date of Bid Closing. ii. The SCC Good Standing Certificate shall bear on it this Bid Reference No.: W/ONB/RA-05/2026 iii. The social security document MUST be valid (i.e. not expired) on the date for the deadline for submission.

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C. Preparation of Bids**ITB 14.1**

The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms and / or by submitting the required documentation, as follows:

- (a) The binding of the bidding documents must remain intact and no portion of the documents may be detached.
- (b) This bidding document, all certificates, schedules and forms included in the bid must be completed in **black ink**, signed & initialed by the authorized signatory.
- (c) Alterations to information or figures already entered must be effected by crossing out the incorrect information, entering the corrected information alongside the amendment and thereafter initialed by the authorized signatory.
- (d) Erasure and/or the use of masking fluids are not permitted.
- (e) The Bidder shall bind all the required supporting documents, in the sequence in which they are requested, together with a suitable *Table of Contents* page, into a separate '**Book of Supporting Documentation**', **clearly stating the: (1) Name of the Bidder, (2) Name of the Contract and (3) Contract Number** on the Cover page. The 'Book of Supporting Documentation' shall be submitted together with the Bidding Documents inside the same envelope.
- (f) All bid prices, rates and amounts are to be entered into the appropriate Bill of Quantities included in Section IV of the bidding documents. **In addition, relevant portions of the Bill of Quantities (including bid prices, rates and amounts) entered into the official format (provided on request via e-mail)), shall be printed, signed in black ink and bound into the "Book of Supporting Documentation".**
- (g) **Furthermore, this bid's electronic Bill of Quantities (in excel format) is to be uploaded to a unique shared repository issued by the employer at the time of document purchase/collection via an email notification.**
 - i. Additionally, for the purposes of facilitating the financial evaluation of this Bid one electronic version of the Bill of Quantities (using the official format) shall also be submitted on a USB "flash" stick together with the Bid. Please note the none submission there is not a disqualification criterion.

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	The existing Bill of Quantities pages included in Section IV of the Bidding Document need to be filled in by hand, in addition to being initialed and signed and must remain in the Bidding Document. No other priced document will be acceptable <i>unless it is provided (in hard copy) in terms of a Notice to Bidders or Amendment of the Bidding Document issued before the deadline for the submission of bids.</i> (h) Bidders must submit the original bid document, along with all relevant supporting documents. Additionally, a USB containing a fully scanned copy of the duly filled in Original Bid Document with all supporting documents and Electronic BOQ in excel format, and clearly marked externally with the Bidders Full Name must be submitted with the Bid. (i) Original Receipt issued by the Roads Authority for the Purchase of the Bidding Document, must be attached to the bid.
ITB 15.1	Alternative Technical Proposals shall not be allowed.
ITB 17.1	The Contract is subject to price adjustment in accordance with SCC Clause 44.1.
ITB 17.2	Interim Payment for Plant and Material on site “is not” applicable.
ITB 18.1	Bidders shall provide all information regarding the equipment and personnel to be used to carry out the works and any other information as required in the Bidding Forms (Section IV), in sufficient details to demonstrate the adequacy of the Bidders’ proposal to meet the work requirements and the completion time. Information supplied in the <u>Bidding Forms (Section IV)</u> shall be used in the evaluation of the Bid with regards to: 1. Capacity of the Bidder to execute the work satisfactorily. Consideration shall be given to equipment owned / secured by the Bidder, as well as experience and qualified personnel in his employ. 2. Proof that the Bidder has access to financial resources and meets the qualification requirements, cash in hand, lines of credit.
ITB 19.1	The Bid shall be valid for 180 days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	The Bidder shall furnish to a Bid Securing Declaration in its original form as part of its bid.
D. Submission and Opening of Bids	
ITB 21.1	In addition to the original of the bid, the number of copies is: <u>Zero (0).</u>
ITB 22.2	Each envelope shall be properly sealed and shall be addressed to:

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	Tender Box, Ground floor Roads Authority Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek. Each envelope shall have the writing: <i>Salt Road Maintenance in the Otjiwarongo Region</i> <i>Contract No.: W/ONB/RA-07/2026</i> With the name and address of the Bidder on the reverse side of the envelope. The envelopes shall bear a warning not to open before the time and date for bid opening.
ITB 23.1	The deadline for submission of bids shall be as follows: <i>Date: Thursday, 27 August 2026</i> <i>Time: 11h00 am (see also ITB 26.1)</i>
ITB 23.1	The Employer's address for the purpose of Bid submission is: Procurement Management Unit Roads Authority Head Office c/o Mandume Ndemufayo Avenue and David Hosea Meroro Road Bid Box Ground Floor, Windhoek
ITB 26.1	The bid opening shall take place at the following venue: Roads Authority, Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area Windhoek <i>Date: Thursday, 27 August 2026</i> <i>Time: 11h15 AM</i>
E. Evaluation and Comparison of Bids	

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ITB 32.1	As per the Government Gazette No. 8020 issued on the 31st January 2023 by the Minister of Finance: Government Notice No. 13: <u>CODE OF GOOD PRACTICE</u> on preferences referred to in Section 71 and 72 of the Public Procurement Act, 2015 (Act No. 15 of 2015). Extracts of these are highlighted hereunder: In terms of section 70(1) of the Public Procurement Act, 2015 (Act No. 15 of 2015), in order to promote the objects of Part 11 of that Act, I give notice of the issuance of the <u>code of good practice</u> on preferences referred to in sections <u>71</u> and 72 of that Act set out in the Schedule. Section 71 (1) The Board or public entity has the right to limit participation in procurement proceedings on the basis of citizenship in accordance with this Part. (2) (b) The Board or public entity - When evaluating and comparing bids, must give preference and the weights prescribed under section 70 to the benefit of bidders for - (ii) Works and services provided by Namibian citizens, CODE OF GOOD PRACTICE AIMS OF CODE OF GOOD PRACTICE 1. This code of good practice aims to – a) Promote, facilitate and strengthen measures to implement the empowerment and industrialisation policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for money; b) Grant exclusive preferences to categories of suppliers through reservation of certain procurement of goods, works and services; c) To grant national preference to Namibian suppliers; d) Specify the – i) categories and eligibility requirements for benefiting from the preferences and reservations under the Act; ii) percentage of margins of preferences under the Act, where applicable; iii) categories reserved for exclusive preferences under the Act;
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	iv) means of measuring the effectiveness of this Code of Good Practice in achieving the aims set out in this paragraph. PART 2 CATEGORIES, NATURE OF PROCUREMENT AND AMOUNTS FOR EXCLUSIVE PREFERENCE 4. Categories of local suppliers for exclusive preferences For purposes of achieving the objectives of the Government contemplated in section 2(b) and section 72(1) of the Act, the Board or public entities must give exclusive preference when procuring goods, works and services referred to in paragraph 6 and when evaluating bids within the amounts referred in paragraph 5 to all of the following categories of <u>local suppliers</u>: a) manufacturers; b) <u>micro, small and medium enterprises</u>; c) <u>previously disadvantaged persons</u>; d) <u>women owned enterprise</u>; e) <u>youth owned enterprises</u>; f) suppliers promoting the environmental protection; and g) suppliers providing employment to Namibians. 5. Amounts for exclusive preferences (2) The Board or a public entity when procuring goods, works or services, specified under paragraph 6 and within the amounts referred to in subparagraph. (1); must grant exclusive preference to the categories of local suppliers except in cases where the Board or public entity has proof that no capacity exists or in case of non-responsiveness from the identified categories. (3) Subject to subparagraph (2) where the Board or public entity determines that there is no capacity or no responsiveness from the identified categories, the Board or public entity must note in the record of the procurement proceedings the grounds for not granting exclusive preference. PART 3 QUALIFICATION CRITERIA FOR EXCLUSIVE AND NATIONAL PREFERENCES 7. Qualification criteria for exclusive preference to local suppliers The Board or public entity must give exclusive preference to a bidder who – (a) Qualifies as a Namibian bidder in terms of section 71(3) of the Act;
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- (b) Demonstrates that the bidder meets the local content; and
 (c) Meets any or more of the criteria specified in Annexure 5.

9. Margins of preference applicable for exclusive preference to local suppliers

(1) The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is 10%.

(2) The Board or public entity, when evaluating bids for exclusive preference must apply the margins of preference specified in Column 2 of Annexure 6 to qualifying bidders per each qualifying category.

(3) A bidder **must include a declaration** in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

(4) If a bidder qualifies for margins of preference on more than one basis, all such margins of preference must be granted to the bidder and, when considering the bid, the bid price must be reduced with the amount determined in accordance with the formula below:

$$A = \frac{MP \times BP}{100}$$

in which formula -

- a) "A" represents the amount to be determined;
- b) "MP" represents the total percentage of all margins of preference granted in respect of the bid; and
- c) "BP" represents the bid price.

Annexure 5

CRITERIA FOR APPLYING MARGINS OF PREFERENCE TO QUALIFYING BIDDERS (EXCLUSIVE PREFERENCES)
 (Paragraph 7(c))

CATEGORY OF BIDDER	CRITERIA
Manufacturer	A bidder who is a manufacturer as defined in paragraph 1.
MSME	A bidder who is a MSME as defined in paragraph 1 whose minimum equity is 51% owned by Namibians.
Women	Owned enterprise a bidder who is a woman or whose minimum equity is 51% owned by Namibian women.

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	Youth	Owned enterprise a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths	
	PDP owned enterprise	A bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs .	
	Suppliers providing environment protection	A bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document.	
	Suppliers providing employment to Namibians	A bidder who employs 50% or more Namibian citizens .	
Annexure 6			
	CATEGORY OF BIDDER	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE
	MSME	1 percent	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
	Women	1 percent	- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
	Youth	2 percent	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
	PDP owned enterprise	2 percent	-IDs of all shareholders

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			- Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
	Suppliers providing employment to Namibians	1 percent	-declaration that the bidder employs 50% or more Namibian Citizens <i>Note: Provide evidentiary proof from SSC and accompanying IDs of Employees.</i>
	Total	7 percent	
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. The Bank Guarantee shall be unconditional on demand.		
ITB 41.1	Advance payments are <u>not</u> applicable for this Contract.		
ITB 42.1	Interim Payment for Plant and Material on site “is not” applicable.		

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Section III – Evaluation Criteria

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Section III - Evaluation Criteria

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

1. EVALUATION

In addition to the criteria listed in Sub-Clause ITB 32.1 and 33.2 (a) – (b) of the Instructions to Bidders (ITB) the following evaluation procedures, evaluation criteria and evaluation methodology shall apply:

(a) Application of Evaluation Procedure

The following evaluation procedure shall be applied at the sole discretion of the Employer:

- i. Bids will **firstly** be examined to determine whether they substantively comply with the Bidding Documents. A substantively responsive bid is one that complies with the rules, terms and conditions of the Bidding Documents, without any **material deviation** in the sole opinion of the Employer. A non-complying bid will be **rejected** and may not subsequently be altered to comply by correction of any non-conformity.
- ii. **Secondly**, as per **Clause 52 (12)** of the Public Procurement Act of 2015 No. 15 of 2015: **Where a substantial number of bids are tendered and it is not practical to evaluate all the bids**, the Board or the public entity may select a sufficient number of lowest priced bids to evaluate after completing the preliminary examination.
- iii. Bids will **thirdly** be examined for each substantively responsive Bid to determine whether they have been submitted by Bidders with the necessary works experience as well as having the necessary financial, human and material resources (and/or capacity) to satisfactorily execute the Contract. For this purpose, the various Bidding Forms and other information required in terms of this Bidding Document(s) will be utilized in order to determine whether the Bidder has sufficient *overall* capacity to execute the Contract. Bidders who are found to have insufficient *overall* capacity to execute the Contract shall be disqualified.
- iv. **Fourthly**, Bid Prices shall be adjusted for arithmetic errors in terms of Sub-Clause ITB 31 (a) – (b) of the Instructions to Bidders (ITB). In addition, bid rates and the bid amounts will be evaluated for each substantively responsive Bid (i.e., those determined in i) and ii) above) in respect of each Contract Area in order to determine whether or not the bid rates and amounts comply with the requirements of Sub-Clause ITB 33.4 of the Instructions to Bidders (ITB) as outlined in (b) 'Unbalanced Rates and Benchmark Rates' below.

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Those Bids that do not comply with these requirements with regard to any Contract Areas shall be disqualified or the Employer shall direct that they be balanced before bid award if it turns out that they are the highest-ranked for the contract area in consideration.

- v. **Fifthly**, a five percent (5%) price preference factor for Regional (local) content as explained in BDS ITB 32.1 above. The adjusted bid price shall be termed the **Bid Amount** and shall only be used for further evaluation purposes only – at award and contract signing the arithmetically corrected amount should be in use.
- vi. **Sixthly**, the ***Bidders will be rated in ascending order*** according to their respective **Bid Amount** for the Contract in such a way that the Bidder with the lowest compliant **Bid Amount** is rated the highest and the Bidder with the highest compliant **Bid Amount** is rated the lowest with regard to the Contract. ***The Bidders with the highest Rating for the Contract will be recommended.***
- vii. **Sixthly**, in cases ***where the recommended Bidder fails to sign the Contract Agreement*** in terms of Sub-Clause ITB 40.1 and 40.2 of the Instructions to Bidders (ITB) for whatever reason (e.g. in cases where a recommended Bidder fails to submit a Performance Guarantee in terms of Sub-Clause SCC49.1 of Section VII 'Special Conditions of Contract'), or where the Contract is terminated in terms of Clause 57 of Section VI 'General Conditions of Contract', ***the next highest rated Bidder will be recommended, and so on.***

Subsequently the final award thereof shall be determined by the Employer and as outlined in item i) to vi) above.

(b) Imbalanced Rates and Benchmark Rates

In terms of Sub-Clause ITB 33.4 of the Instructions to Bidders (ITB), the Employer shall evaluate Bid Rates and / or Bid Prices against reasonable Standard 'Benchmark' Rates and / or Standard 'Benchmark' Prices that are based on realistic and verifiable actual input costs as follows:

- i. Bidders whose Bid Prices vary by more **than 15% up or 10% down** from the respective Standard 'Benchmark' Price(s) calculated for the Contract shall be deemed to be non-compliant and shall be rejected. By ensuring that contract is signed at reasonable rates, the Employer will ensure that the risk of default will be reduced.

- ii. **Imbalanced rates:**

If **more than 25%** of the submitted rates are **significantly imbalanced in relation to the Employer's Estimated rates**, the bid shall be declared non-compliant and be rejected.

The definition of "**significantly imbalanced in relation to Employer's Estimated rates**", for the purpose of this evaluation, is as follows:

A **significantly imbalanced rate** falls outside a **range of 25% below or above** the Employer's Estimated rate for any given pay item.

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- iii. If any bid is seriously unbalanced, front loaded or substantially above or below updated estimates or if any item in the Bill of Quantities is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may reject the bid or direct that it be balanced or corrected for the error.

(c) Standard Benchmark Price for Evaluation

For the purpose of Bid Evaluations, the Standard 'Benchmark' Price will be determined as follows:

- i. Calculating the arithmetic mean ($\bar{x}$) of the *at-the-market* prices (being the Bid Prices) of **only** the Bidders who's: administrative, legal, technical and financial bid submissions were deemed to be compliant (these will form the population of the Bid Prices i.e. the *at-the-market prices*). In addition, the Bidders' Individual Standard Score (z-score) should fall within one Standard Deviation (σ) of the arithmetic mean ($\bar{x}$) (i.e. the z-score **must** fall between -1.0 and +1.0).
- ii. Determining the Employer's Engineer's Estimate.
- iii. Finally, the sum of: the weighted average of fifty percent (50%) of (a) arithmetic mean ($\bar{x}$) (being the mean of all the Bidders who's z-score is with -1.0 and +1.0); and fifty percent (50%) of (b) Employer's Engineer's Estimate, constitute the **Standard 'Benchmark' Price**.

- **Standard 'Benchmark' Price** = 50% x ((Arithmetic Mean) + (Employer's Engineer Estimate))

Note: The formula for calculating the Standard Score (i.e., z-score) is:

$$z = (x - \mu) / \sigma$$

Where:

- z is the Individual Standard Score (i.e., z-score),
- x is the particular Bidder's Bid Price,
- μ is the at-the-market price mean ($\bar{x}$), and
- σ is the standard deviation of the compliant Bidders'.

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2. IN ADDITION TO THE ABOVE, THE FOLLOWING EVALUATION CRITERIA SHALL APPLY:**a) Adequacy of Technical Proposal**

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

b) Completion Time

Alternative Completion Times **are not** permitted under ITB 15.1.

c) Technical Alternatives

Alternative Technical Proposals **are not** permitted under ITB 15.1.

d) Margin of Preference

A margin of preference shall be applied as per ITB 32.1 and as expanded on in BDS ITB 32.1.

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3. SUMMARIZED CHECKLIST TABLES OF REQUIREMENTS AND INFORMATION TO BE EVALUATED AGAINST:

a) Administrative Examination of Bids

#	Description and ITB/BDS References	Yes	No
1	Bidder has submitted the duly filled in, signed, stamped, and dated Bid Submission Sheet Form; (ITB Sub-clause 14)		
2	Bidder has submitted the duly filled in, signed, stamped, and dated Bid Securing Declaration is in accordance with ITB Clause 20		
3	Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so (ITB Sub-clause 21.2); Also see Form ELI 1.1 of PART 1: Section IV-Bidding Forms.		
4	Original and all copies of the bid are typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder (ITB Sub-clause 21.2).		
5	All pages of the bid, except for non-amended printed descriptive literature, are signed or initialed by the person signing the bid (ITB Clause 21.2);		
6	Bid is written in English language (ITB Clause 12);		
7	Offered period of validity of the bid is in line with the period stipulated in ITB Sub-clause 19.		
8	Bidder must submit clearly marked USB with scanned copy of the dully filled in Bidding Document with all supporting documents, and the Electronic BOQs in excel format.		
9	Bidder Must submit the original receipt issued by the Road Authority when the Bidding Document was purchased.		
OVERALL <u>ADMINISTRATIVE</u> COMPLIANCE			

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

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b) Legal Admissibility Evaluation Grid:

#	Description and ITB/BDS References	Yes	No
1	Does the bidder meet the requirement of Section 29 (a) “...to the citizens of Namibia....” of the Public Procurement Act, 2015 (Act No. 15 of 2015) (Bidders (Owners) have provided valid proof of citizenship, certified by the Namibian Police or a Commissioner of Oath and in the case of Joint Ventures (JV), each party to the JV are Namibian citizens and have provided proof as required above). (ITB Sub-clause 1.1)		
2	Has the bidder submitted a certified copy of company registration / founding or amended statement? For JV each partner must comply. (ITB Sub-clause 13.1 (d) 1)		
3	Has the Bidder submitted an original or certified copy of valid good Standing TAX Certificate? For JV each partner must comply. (ITB Sub-clause 13.1 (d) 2)		
4	Has the Bidder submitted an original or certified copy of valid good Standing Social Security Certificate? For JV each partner must comply. (ITB Sub-clause 13.1 (d) 3)		
5	Bidder have a certified copy of a valid certificate of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, of 1998. For JV each partner must comply.		
6	Is an undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General Conditions of Contract if it is awarded the contract or part thereof been signed For JV each partner must comply.		
7	In case of JV, Bidder has submitted the following additional documentation: a. Duly signed joint venture agreement outlining the following: i. Roles and Responsibilities of each party. The Roles and Responsibility of each party shall not be altered at any point without the written consent of the employer ii. That there will be a JV's bank account		

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	iii. Percentages of partners in the JV and iv. That the partners are jointly and severely liable b. Power of attorney for the signatory of the joint venture In the case of intended Joint Ventures (JV) has the bidders submitted a dully signed letter of intent by all parties to the JV outlining the above requirements in (i) to (iv). (Existing JVs shall comply with the above requirements; as well as Single and Lead Partner for a new JV).		
	OVERALL <u>LEGAL</u> COMPLIANCE		

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

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c) Technical Evaluation Criteria:

#	Description and ITB/BDS References	Yes	No
1	Bidder has submitted Certified copies of the following: i. <u>A certified copy</u> of the valid fitness Certificate, or ii. <u>A certified copy</u> of the latest (not older than 2-months – from the date of 1st submission deadline) Municipal Bill that is either in the name of: <u>the Bidder</u> or in the individual name(s) of any of his/her partner(s) within the bidding entity, or iii. <u>A certified copy</u> of the valid fitness Certificate from the Ministry of Health and Social Services – in the event that the Bidder's place of registration and operation falls outside a recognized municipal area. iv. <u>A certified copy of a lease agreement (not older than six (6) - months – from the date of 1st submission deadline) – in the event that Bidder is a tenant. The required lease agreement must be accompanied by the Lessor's latest Municipal Bill i.e., not older than 2-months – from the date of 1st submission deadline.</u> <u>Please note: Copies from a certified copy shall not be acceptable, submission thereof shall be deemed non-responsive.</u> <i>Ref. BDS Clause 6.2 (a)</i>		
2	Bidders has submitted the total monetary value of construction works performed/<u>completed</u> in any of a total of five (5) years within the last ten (10) years (i.e. any two years from 2016 to 2026); being an amount not less than: <u>N\$ 30,000,000.00.</u> <i>Ref. BDS Clause 6.2 (b).</i>		
3	Bidder has submit evidence of experience in completed works of a similar nature and size for each of the last five (5) years of which at least three (3) years should be experiences as indicated in: <i>Ref. BDS Clause 6.2 (c).</i>		
4	The Bidder shall submit a list (i.e. assets register) of all plant and equipment to be used on the works, the said list / asset register shall indicate the source or form of acquisition namely: Owned, Lease/Hire or Rent or intent to purchase.		

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	Evidentiary proof shall be in accordance to: <i>Ref. BDS Clause 6.2 (d)</i>		
5	The Bidder shall submit a Curriculum Vitae (CV) of the following key site and technical personnel. The CV shall highlight the experiences and their specific roles: 1. Contract Manager / Supervisor – At least 5 years’ cumulative experience in a supervisory and/or contracts management role for any of the following: i. Routine Maintenance of Gravel Roads project (gravelling and/or re-gravelling), or ii. Roads Construction projects (of Gravel Roads), or iii. Civil and/or Municipal engineering services or iv. Building construction. 2. 2x Foreman – At least 5 years’ cumulative experiences as a foreman for a: iii. Routine Maintenance of Salt Roads project, or iv. Roads Construction project (to Salt Road standard). 3. Namibian Civil Engineering Graduate – With zero (0) years of experience. Conformation to <u>BDS Clause 6.2 (e)</u> as it relates to letters of consent shall ensure.		
6	The Bidder shall submit certified copies of their financial standing as requested and highlighted in the BDS listed below. <i>Ref. BDS Clause 6.2 (f).</i>		
7	The Bidder shall submit evidentiary proof of working capital in the form as indicated in: <i>Ref. BDS Clause 6.2 (g).</i> The minimum amount of working capital to be availed shall be N\$ 2,500,000.00 for the Contract. <u>Also, see BDS ITB 6.3 (e).</u>		
8	The Contractor must have a minimum average annual financial amount of construction of <u>N\$ 6 000 000.00, for any of two (2) years over last ten (10) years.</u> <i>Ref. BDS Clause 6.3 (a).</i>		

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9	Bidders has submit a complete list of past experience and references of a <u>minimum of three (3)</u> of the five (5) years in similar projects as listed in: <i>Ref. BDS Clause 6.3 (b).</i>		
10	Proposals for the timely acquisition of (own, lease, hire or intent to purchase) of the essential equipment (Section IV: Bidding Forms: Part E: Technical Proposal) Refer to clause 6.2 (d) and 6.3(c) : Salt Road Maintenance Unit (SMU)(Production of two (2) km per working day, minimum: 1. 1xGrader (minimum 3.7m blade width ($\geq$ CAT 140 or equivalent)) 2. 1xPneumatic roller (tow-behind or self-propelled) (minimum 30 ton) 3. 1xExcavator CAT 330 GC (30 ton minimum) or Similar 4. 4xWater bowser (16kl) minimum 5. 1xWater bowser (25kl) minimum 6. 3xSaltwater pumps 80mm Ø 7. 1xPick-up bakkie 4x4 Sand Removal (Coastal Dunes) 1. 1xBulldozer CAT D9 (50 ton) or similar 2. 1xGrader CAT 140G minimum or similar 3. 1xLoader CAT 950 (3.5m³) 4. 2xTipper Truck (7m³) Salt Road Construction (Regravelling) 1. 1xBulldozer CAT D9 (50 ton) or similar 2. 2xGrader CAT 140G minimum or similar 3. 1xLoader CAT 950 (4.5m³) 4. 4xTipper Truck (10m³) 5. 3xWater bowser (16kl) minimum 6. 1xPneumatic roller (tow-behind or self-propelled) (minimum 30 ton) 7. 1xGrid roller (minimum 13 ton) including tractor 8. 1xVibratory roller (minimum 10 ton) 9. 2xSaltwater pumps 80mm Ø 10. 1xPick-up bakkie 4x4 <i>Ref. BDS Clause 6.2 (c) & 6.3 (c).</i>		
10	Bidder has submitted proof of availability of relevant qualified personnel meeting the following minimum:		

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	1. Contract Manager / Supervisor – At least 5 years' cumulative experience in a supervisory and/or contracts management role for any of the following: i. Routine Maintenance of Gravel Roads project (gravelling and/or re-gravelling), or ii. Roads Construction projects (of Gravel Roads), or iii. Civil and/or Municipal engineering services or iv. Building construction. 2. Foreman – At least 5 years' cumulative experiences as a foreman for a: i. Routine Maintenance of Salt Roads project, or ii. Roads Construction project (to Salt Road standard). 3. Namibian Civil Engineering Graduate – With zero (0) years of experience. Conformation to <u>BDS Clause 6.2 (e)</u> as it relates to letters of consent and reference letters shall ensure.		
11	Bidder has submitted evidentiary proof of the minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: <u>N\$ 2,500,000.00 this Contract</u> <i>Ref. BDS Clause 6.3 (e).</i>		
OVERALL TECHNICAL COMPLIANCE			

Failure to submit all above-mentioned documents and references, the bidder shall be deemed non-compliant, therefore disqualified and excluded from further evaluation and comparison.

INITIALS_____

d) Financial Evaluation Criteria:

#	Description and ITB/BDS References	Yes	No
1	The Bidder shall submit evidentiary proof of working capital in the form as indicated in: <i>Ref. BDS Clause 6.2 (g).</i> The minimum amount of working capital to be availed shall be N\$ 2,500,000.00 Per Contract Area (single) Contract. <u>Also, see BDS ITB 6.3 (e).</u>		
2	The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract. <i>Ref. BDS Clause 17.1.</i>		
3	The bidder has submitted a competitive price as far as it excludes 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 Day work items. <i>Ref. ITB Clause 33.2 (a)</i>		
4	Bid price has been checked for arithmetic errors and the bidder has accepted the correction in writing. <i>Ref. ITB Clause 33.2 (b)</i>		
5	Has the Bidder submitted a bid with unbalance rates, requiring clarification prior to awarding of the contract? <i>Ref. ITB Clause 33.4</i>		
6	Does the bidder qualify for a five percent (5%) Price Preference on the Bidder's Total Cost for being based in the region (in the case the Roads Authority' Maintenance Region i.e. Otjiwarongo Region) or locality where the contract works is required. <i>Ref. BDS Clause 32.1 (a)</i>		
OVERALL <u>FINANCIAL</u> COMPLIANCE			

Failure to comply with all the above references, the bidder shall be deemed non-compliant, therefore disqualified and excluded from further evaluation and comparison.

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4. PROPOSED ORDER OF SUPPORTING DOCUMENTS:

Please tick the appropriate box.

ORDER OF SUPPORTING DOCUMENTS	<u>Docs. Attached:</u>	
	Yes	No
Section I		
• Valid certified copy of the Company Registration Certificate		
• Original or Certified Copy of valid Good Standing Tax Certificate;		
• Valid Original or Certified Copy of Good Standing Social Security Certificate issued on or after the date of advertisement of the invitation to bid with the procurement reference number;		
• Certified copy of valid Affirmative Action Compliance Certificate,		
• Duly filled in undertaking on remuneration in terms of section 138 of the Labor Act, 2015		
• Certified Copy of Identification Documents of Directors		
Section II		
• Letter of Authority for Signatory		
Section III		
• Reference Letters by Clients		
• Letter of Undertaking by a Financial Institution to Provide Plant Finance (only if additional plant needs to be purchased)		
• Proof of availability of Financial Resources (sub-factor 2.3.3 above)		
• Balance Sheet and Income Statement (Audited).		

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• Proof of locality/residence (Ref. ITB Clause 6.2 (a)).		
Section IV (If forms are reproduced and printed)		
• PART A Letter of Bid		
• PART B1 Bid Securing Declaration		
• PART C1 Price Adjustment Form		
• PART C2 Labor Act Compliance Form		
• PART D Bill of Quantities		
• PART E Technical Proposal (If forms are reproduced and printed)		
• Part E2 Detailed Resume of Proposed Personnel		
• Part E3 Proposed Equipment		
• Lease agreement / Sub-Contract Agreement		
• Part F1: Bidder Information Sheet		
• Part F2: Party to JV Information Sheet		
• Part F4: Current Contract Commitments/Works in Progress		
• Part F5: Historical Financial Performance		
• Part F6: Average Annual Turnover		
• Part F7: Financial Resources		
• Part F8: General Experience		
• Part F9: Specific Experience		
• Part F10: Specific Experience in Key Activities		
Section VII		
• Performance Security Guarantee		

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Section IV - Bidding Forms

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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.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.

Date: _____

Procurement Reference No: **W/ONB/RA-07/2026**

To:

The Chief Executive Officer
Roads Authority
Private Bag 12030
AUSSPANNPLATZ

Sir,

CONTRACT No: W/ONB/RA-07/2026

SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION

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 hereby confirm that we are not Employees of the Roads Authority and/or members of their household/family. We further acknowledge that we will get disqualified should we found to be conflicted in terms of the Roads Authority Conflict of Interest Policy.
- (c) We offer to execute in conformity with the Bidding Documents the whole of the said Works in respect of any one or more Contract Areas for the sum or sums as indicated in the following table:

CONTRACT AREA NUMBER	REGION	CONTRACT AREA	AMOUNT IN WORDS (INCL. VAT)	TOTAL AMOUNT (INCL. VAT) N\$

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SMU-OTJ 01	Otjiwarongo	Usakos		
SMU-OTJ 02	Otjiwarongo	Outjo		

- (d) The total price of our Bid after discounts, if any, offered in item (d) below is [Where no discount is applicable Bidder must insert "N/A" at item D and E below]

_____;

- (e) The discounts offered and the methodology for their application are:

- (f) Our bid shall be valid for a period of _____ [insert validity period as specified in ITB 19.1.] 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;
- (g) 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.
- (h) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;
- (j) 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;
- (k) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;

INITIALS _____

- (l) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;⁴
- (m) 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;
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (o) 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 _____

⁴ Use one of the two options as appropriate.

INITIALS _____

Appendix to Bid Submission Form

Bid Securing Declaration

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

Date:[Day|month|year]

Procurement Ref No.: W/ONB/RA-07/2026

To: The Roads Authority

Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek. Email: *Itanaj@ra.org.na*, Tel: +264 61 284 7183

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. In these bidding documents this requirement is included in Sub-Clause ITB20.1 of Section I ‘Instructions to Bidders’ (ITB) and Section II ‘Bidding Data Sheet’ (BDS).

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

1. a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
2. refusal by a bidder to accept a correction of an error appearing on the face of a bid;
3. 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
4. failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We* hereby declare that my/our* obligations in terms of the bid securing declaration that is required in terms of section 45 of the Act is limited to the ‘Maximum Combined Contract Value’

I/We* understand this bid securing declaration ceases to be valid if our bid does not succeed

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:

.....

INITIALS _____

[insert complete name of Bidder and Corporate Seal (where appropriate)]

Dated on _____ day of _____,

[insert date of signing]

INITIALS_____

Financial Capacity Ceiling Declaration

Date:

.....[Day|month|year]

Procurement

Ref

No.:

.....

To: Roads Authority Head Office Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek. Email: ltanaj@ra.org.na, Tel: +264 61 284 7183

I/We* hereby declare that my/our* available Capital Structure and my/our* unencumbered Fixed Asset Structure are imposing a limit (or ceiling) on my/our* Financial Capacity to obtain (beyond the limits stated hereunder) the required 10% Performance Security of Contract Value by way of an unconditional Performance Security (on demand) in accordance with Clause SCC 49.1 of the Special Conditions of Contract.

The above-mentioned 'Financial Capacity Ceiling' limits my/our* ability to enter into any additional contractual agreements (beyond the limits stated hereunder) which may be arising in terms of these Bidding Documents (or which may be arising in terms of any other similar concurrent Bidding Procedures).

I/We* hereby declare that my/our* 'Financial Capacity Ceiling' is restricting me/us* to accept a

'Maximum Combined Contract Value' not exceeding N\$
.....

I/We* also hereby declare that our ability to provide the above-mentioned 10% Performance Security is limited as follows:

The 'Maximum Amount of Performance Security':

Being 10% of the above-mentioned 'Maximum Combined Contract Value'

is hereby limited to N\$.....

I/We* hereby declare that my/our* obligations in terms of the bid securing declaration that is required in terms of section 45 of the Act is limited to the above-mentioned amounts of 'Maximum Combined Contract Value' and 'Maximum Amount of Performance Security'.

INITIALS_____

Signed:

.....
.....

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

Capacity of:

.....
.....

[indicate legal capacity of person(s) signing the 'Financial Capacity Ceiling' Declaration]

Name:

.....
.....

[insert complete name of person signing the 'Financial Capacity Ceiling' Declaration]

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

.....
.....

[insert complete name of Bidder and Corporate Seal (where appropriate)]

Dated on _____ day of _____, _____

[insert date of signing]

[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***

INITIALS_____

Labour Act Compliance Form



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:.....

INITIALS _____

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

1. A labour inspector may conduct unannounced inspections to assess the level of compliance
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

INITIALS_____

Table of Price Adjustment Data

The only 'Special Material' on this project is fuel i.e. diesel of which the price adjustment shall be dealt with under Clause 44.1 of the Special Condition of Contract (SCC). The rates and prices for the special materials shall be furnished by the Bidder, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies, as well as transport to site. The names and the manufacturer/supplier/carrier shall be supplied.

ITEM	CLAUSE(S) IN SPECIAL CONDITIONS OF CONTRACT	NAME OF CONTRACT AREA	NAME OF CONTRACT AREA
		SMU-OTJ 01	SMU-OTJ 02
PRICE VARIATION FOR PETROLEUM	SCC 44.1	SCC 44.1 BASE RATE	SCC 44.1 BASE RATE
PRODUCTS	BASE DATE	(INCL. TRANSPORT)	(INCL. TRANSPORT)
95 Octane Petrol			
500 Diesel Fuel, pump price at nearest pump			
50 Diesel Fuel, pump price at nearest pump			
Oil Products			

1. Indicate whether delivered in bulk or in containers,
2. Base month at date of tender, i.e. (See Clause 44.1 of the Special Condition of Contract (SCC)),
3. Excluding VAT.

The Contractor is required to substantiate the above rates or prices with documentary evidence, including authentic quotations and a covering letter, to be submitted with his bid. He shall also substantiate any rise or fall in the above rates and prices when called upon to do so.

SIGNED ON BEHALF OF BIDDER:

INITIALS _____

Part D: Bill of Quantities

PREAMBLE TO SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

In these Bidding Documents the term ‘Schedule of Quantities’ means ‘Bill of Quantities’ and vice versa.

1. This Schedule of Quantities form part of the Contract documents and shall be read in conjunction with the General Conditions of Contract, The Special Conditions of Contract, Specifications and Drawings.
2. The Schedule of Quantities has been drawn up as far as possible in accordance with the Standard Method of Measurement of Civil Engineering Quantities published by the South African Institute of Civil Engineers.
3. The cost of complying with all conditions, obligations and liabilities described in the General conditions of Contract, Specifications and the Schedule of Quantities, including all overhead charges and profit and carrying out the Work as shown on the drawings shall be deemed to spread over and included in the prices or sums stated by the Contractor in the Schedule of Quantities.
4. Each item shall be priced and extended to the "Amount" columns by the Contractor with the exception of the items for which a rate is only required or which already have Provisional sums affixed thereto. If the Contractor omits to price any items in the Schedule of Quantities then the cost of the work of such items shall be taken as being spread over and included in the prices given in the other items of work and that work under that item would be paid at a rate of zero.
5. The short description of the items in the Schedule of Quantities is for identification purposes only, the work covered by the items being fully specified in the relevant payment clauses in the project specifications.
6. All prices shall be quoted in Namibian Dollars and will be held firm, subject to the Conditions of the Bid.
7. The Contractor is required to fill in all sections where "rate only" is required, as the distribution of work in the different phases of the Contract is not yet finalised. Failure to do so will lead to a disqualification of their bid.

INITIALS_____

8. Rates shall be all-inclusive. However, Sales Tax which is re-claimable from Inland Revenue as Input VAT shall be excluded from the rates. Sales Taxes Output VAT shall be added to the monthly payment certificates of the Contractor on the total amount of the certificate, and shall in no way be included in the Contractor's unit rates.
9. Although utmost care was taken to reflect the true quantities of each item, during the compilation of the Schedule of Quantities, it is hereby explicably stated, that should the Contractor wish to base his order of material on the Schedule of Quantities, he does so at his own risk. No compensation for incorrect quantities and/or items listed in this Bill of Quantities shall be allowed for.
10. The Bidder must price each item in the Schedule of Quantities in Black Ink. Alternatively, relevant portions of the Schedule of Quantities (including bid prices, rates and amounts all rounded to two decimals) may be done electronically in the official format (provided on request via e-mail), printed, signed in black ink and bound into the 'Book of Supporting Documentation'. In such cases, one electronic version of the Schedule of Quantities (using the official format) shall also be submitted on a Compact Data Disc (CD) together with the Bid. In such cases, the existing yellow pages of the Schedule of Quantities included in Section IV Part D of the Bid Document need not be filled in by hand, they must however be endorsed with 'as per attached', initialled and signed and must remain in the Bid Document. No other priced document will be acceptable unless it is provided (in hard copy and / or electronically) in terms of a Notice to Bidders issued before the bid closing date.
11. 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 bid against the respective items in the Schedule of Quantities.

INITIALS_____

SCHEDULE OF QUANTITIES

CONTRACT No :		PROCUREMENT NO: W/ONB/RA-07/2026		REGION :		
DISTRICT :		USAKOS		OTJIWARONGO		
PROJECT: SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION - M0036, M0043, M0044, M0052, D1983, D1986, D1997, D2301						
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 1000 : Initial Camp Establishment						
1		Initial Camp Establishment (Initial Camp Establishment' shall be limited to 10% of the total tender amount, excluding VAT)				
1.1	13.01	Initial Salt Roads Gravelling Unit Camp Establishment	sum	1		
1.2	13.01	Initial Salt Roads Routine Maintenance Unit Camp Establishment	sum	1		
TOTAL CARRIED FORWARD TO SCHEDULE A						-

SCHEDULE OF QUANTITIES

CONTRACT No : PROCURMENT NO: W/ONB/RA-07/2026
DISTRICT : USAKOS

REGION :
OTJIWARONGO

PROJECT: SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION - M0036, M0043, M0044, M0052, D1983, D1986, D1997, D2301

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 1000 : GRAVELLING						
1		1300 General				
1.2	13.02	Re-establishment				
1.3		(a) Moving of unit up to 75 km	number	1		-
1.4		(b) Moving of unit in excess of 75 km	km	50		-
1.5		(c) Moving of site camp	number	1		-
2		1400 Clearing and Grubbing				
2.1	14.01	Clearing and grubbing				
2.2		(a) Sparse vegetation	ha			-
2.3		(b) Moderate vegetation	ha			-
2.4		(c) Dense vegetation	ha			-
3		1500 Borrowing of Materials				
3.1	15.01	Removing of overburden	m³	1,500		-
3.2	15.02	Stockpiling:				
3.3		(a) Fine gravel	m³			-
3.4		(b) Medium gravel	m³	16,250		-
3.5		(c) Coarse gravel	m³			-
3.6	15.03	Loading:				
3.7		(a) Fine gravel	m³			-
3.8		(b) Medium gravel	m³	16,250		-
3.9		(c) Coarse gravel	m³			-
3.10		1900 Spot Graveling				
3.11	19.03	Spot Graveling	m³			-
3.12	19.04	e/o Haul for Gravel in excess of 5km	m³-km			-
3.13	19.05	e/o Haul for Water in excess of 10km	kl.km			-
4		1600 Earthworks				
4.1	16.01	Roadbed preparation				
4.4		(c) Road 8.5 m wide	km			-
4.5		(d) Road 9 m wide	km			-
4.6		(e) Road 10 m wide	km	2.5		-
4.7		(f) Road 11 m wide	km			-
4.8	16.02	Processing of fill	m³	5,500.00		-
4.9	16.03	(a) Material transported (incl of erosion of equipment)	m³	6,875.00		-
4.10		(b) Hauling of material (incl. erosion of equipment)	m³-km	55,000.00		-
4.11	16.04	(a) Water transported (incl of erosion of equipment)	kl	1,936.00		-
4.12		(b) Haulage of water (including erosion of equipment)	kl-km	38,720.00		-
4.13	34.01	Blading of gravel roads, side slopes & road res.				
4.14		(a) Light blading	bl-km			-
4.15		(b) Heavy blading	bl-km			-
TOTAL FOR PERIODIC MAINTENANCE WORKS CARRIED FORWARD TO NEX PAGE						-

SCHEDULE OF QUANTITIES

CONTRACT No : PROCURMENT NO: W/ONB/RA-07/2026
DISTRICT : USAKOS

REGION :
OTJIWARONGO

PROJECT: SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION - M0036, M0043, M0044, M0052, D1983, D1986, D1997, D2301

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
TOTAL FOR PERIODIC MAINTENANCE WORKS BROUGHT FORWARD FROM PREVIOUS PAGE						-
5		1700 Layerworks				
5.1	17.01	Processing of gravel				
5.2		(a) Fine gravel	m³			-
5.3		(b) Medium gravel	m³	7,500.00		-
5.4		(c) Coarse gravel	m³			-
5.5		(f) Heavy Gridding	m³	7,500.00		-
5.6	17.02	Mechanical modification (Extra-over auth. layer)	m³			-
5.7	17.03	(a) Gravel transported (incl of erosion of equipment)	m³	9,375		-
5.8		(b) Hauling of gravel (incl of erosion of equipment)	m³-km	93,750		-
5.9	17.04	(a) Water transported (incl of erosion of equipment)	kl	1,760.00		-
5.10		(b) Hauling of water (incl of erosion of equipment)	kl-km	35,200		-
5.11	17.05	(a) Water transported (pipeline)	kl			-
5.12		(b) Pumping of water (pipeline)	kl-km			-
5.13		(c) Purchase water	prov sum	1	50,000.00	50,000.00
5.14		(e) Pump water from borehole	kl	3,696		-
5.15	17.06	Construct dam				
5.16		(a) Type A: Size at least 150 kl	number	1		-
5.17		(b) Type B: Size at least 80 kl	number	1		-
6		1800 Finishing of Road Reserve				
6.1	18.01	Finishing the road reserve				
6.2		(a) 6 blade width	km	2		-
6.3		(b) 12 blade width	km	5		-
6.4		(c) 20 blade width	km	2		-
8		7400 Dayworks				
8.1	71.01	Work under daywork rates (when instructed)	prov sum	1	100,000.00	100,000.00
TOTAL FOR PERIODIC MAINTENANCE WORKS CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES

CONTRACT No : PROCURMENT NO: W/ONB/RA-07/2026
DISTRICT : USAKOS

REGION :
OTJIWARONGO

PROJECT: SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION - M0036, M0043, M0044, M0052, D1983, D1986, D1997, D2301

330 km

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 1000 : ROUTINE SALT ROAD MAINTENANCE						
1		1300 General				
1.1	13.02	Re-establishment				
1.2		(a) Moving of unit up to 75 km	number	10		-
1.3		(b) Moving of unit in excess of 75 km	km	190		-
1.4		(c) Moving of site camp	number	10		-
4		1600 Earthworks (or Salt Road Surface Works)				
4.1	16.05	Salt Road Surface Maintenance				
4.2		(a) Road 8 m wide				
4.3		(i) Light Salt Road Maintenance	km	330		-
4.4		(ii) Heavy Salt Road Maintenance	km	10		-
4.5		(iii) Extra over: additional grader cuts	km	20		-
4.6		(when instructed)				
4.7						
4.8		(a) Road 10 m wide				
4.9		(i) Light Salt Road Maintenance	km	190		-
		(ii) Heavy Salt Road Maintenance	km	10		-
		(iii) Extra over: additional grader cuts	km	20		-
		(when instructed)				
	16.04	Haulage of Water				
		(a) Water Transported (incl of erosion of equipment)	kl	69,800		-
		(b) Hauling of Water (incl of erosion of equipment)	kl-km	1,513,400		-
	16.04	Watering of Road Surface only				
		(a) Water Transported (incl of erosion of equipment)	kl	40,500		-
		(b) Hauling of Water (incl of erosion of equipment)	kl-km	1,071,225		-
5.15	17.05	(c) Purchase Water	prov.sum	1	50,000.00	50,000.00
6		1800 Finishing of Road Reserve				
6.1	18.01	Finishing the road reserve				
6.2		(a) 6 blade width	km	520		-
6.3		(b) 12 blade width	km	2		-
6.4		(c) 20 blade width	km	2		-
		(d) Replace Old Road Markers with New Ones	No.	1,200		-
7		1900 Dayworks				
7.1	71.01	Work under daywork rates (when instructed)	prov sum	1	100,000.00	100,000.00
TOTAL FOR ROUTINE MAINTENANCE WORKS CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES

CONTRACT No : PROCURMENT NO: W/ONB/RA-07/2026

DISTRICT : USAKOS

REGION :

OTJIWARONGO

PROJECT: SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION - M0036, M0043, M0044, M0052, D1983, D1986, D1997, D2301

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 7000 : DAYWORKS						
51		7100 Dayworks				
51.1	71.01	Labour Charges				
51.2		(a) Site Agent	hour	10		
51.3		(b) Foreman (Routine)	hour	500		
51.4		(c) Technician Quality Control	hour	10		
51.5		(d) Operator	hour	10		
51.6		(e) Labourer	hour	3,000		
51.9		(f) Admin Clerk	hour	10		
51.2		(g) Graduate Engineer (Training)	hour	500		
51.16	71.02	Plant Charges				
51.17		(a) 140G Grader (or Similar)	hour	150		
51.18		(b) 120K Grader (or similar)	hour	0		
51.19		(c) D7 Bulldozer (or similar)	hour	50		
51.2		(d) D9 Bulldozer (or similar)	hour	40		
51.21		(e) Excavator, CAT328 (or similar)	hour	50		
51.22		(f) Tractor Loader Backhoe (TLB)	hour	50		
51.22		(f) Tractor 4 x 4	hour	0		
51.23		(g) Tractor 240 kW	hour	0		
51.24		(h) 966 Loader	hour	50		
51.25		(i) 10T Vibratory Roller	hour	60		
51.26		(j) Gridroller	hour	10		
51.27		(k) Albaret	hour	30		
51.28		(l) 18 kl Watertruck (incl of erosion of equipment)	hour	50		
51.29		(m) 23 kl Watertruck (incl of erosion of equipment)	hour	60		
51.3		(n) 18 cu Tipper Truck	hour	80		
51.31		(p) 9000lt Diesel Tanker	hour	0		
51.32		(q) Trailer Grader Unit	hour	0		
51.33		(r) Diesel Trailer (3000 - 5000 lt)	day	0		
51.34		(s) Water Trailer (3000 - 5000 lt)	day	0		
51.35		(t) Combination Caravan	day	20		
51.36		(u) Caravan 4 Wheel	day	0		
51.37		(v) 4 x 4 Single Cab	km	7,500		
51.38		(w) 2 x 4 Single Cab	km	50		
51.39		(x) Fladbed Truck 7t	km	50		
51.4		(y) Low-bed Transporter	km	1,200		
		(z) Pneumatic Roller 26 ton	hour	100		
TOTAL OF SECTION 7000 DAYWORKS CARRIED FORWARD TO SCHEDULE A						-

SCHEDULE A:
SUMMARY OF SECTIONS
PROCUREMENT NO: W/ONB/RA-07/2026

SECTION	DESCRIPTION	AMOUNT* N\$	TOTAL N\$
1000	INITIAL CAMP ESTABLISHMENT		
	Usakos District	0.00	-
	SUBTOTAL: CAMP ESTABLISHMENT		
1000	GRAVELLING OF SALT ROADS (Periodic Maintenance)		
	Re-Gravel Selected Roads as per Schedule of Quantities	0.00	-
	SUBTOTAL: SALT ROADS GRAVELLING		
1000	ROUTINE SALT ROADS MAINTENANCE (Routine Maintenance)		
	Routine Salt Roads Maintenance	0.00	-
	SUBTOTAL: SALT ROADS ROUTINE MAINTENANCE		
7000	DAYWORKS		
	Dayworks on Selected Roads	0.00	-
	SUB-TOTAL: DAYWORKS		
TOTAL OF SECTIONS CARRIED FORWARD TO SCHEDULE B			-

* Carried forward from Section Totals

SCHEDULE B: TENDER SUM FOR SALT ROAD MAINTENANCE PROCUREMENT NO: W/ONB/RA-07/2026				
DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS				
CARRIED FORWARD FROM SCHEDULE A				-
PROVISIONAL SUMS			AMOUNT (N\$)	
RISE AND FALL / CONTRACT PRICE ADJUSTMENT			1,300,000.00	1,300,000.00
CONTINGENCIES			680,000.00	680,000.00
TOTAL PROVISIONAL SUMS				1,980,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				-
TENDER SUM CARRIED FORWARD TO FORM OF TENDER				-

SIGNED ON BEHALF OF TENDERER

DATE

NAME OF TENDERER

SCHEDULE OF QUANTITIES

CONTRACT No : PROCURMENT No : W/ONB/RA-07/2026
DISTRICT : OUTJO

REGION :
OTJIWARONGO

PROJECT: SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION - D2302

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 1000 : Initial Camp Establishment						
1		Initial Camp Establishment (Initial Camp Establishment' shall be limited to 10% of the total tender amount, excluding VAT)				
1.1	13.01	Initial Salt Roads Gravelling Unit Camp Establishment	sum	1		
1.2	13.01	Initial Salt Roads Routine Maintenance Unit Camp Establishment	sum	1		
TOTAL CARRIED FORWARD TO SCHEDULE A						-

SCHEDULE OF QUANTITIES						
CONTRACT No : CONTRACT No : W/RB/RA-13/2022				REGION :		
DISTRICT : OUTJO				OTJIWARONGO		
PROJECT: SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION - D2302						
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 1000 : GRAVELLING						
1		1300 General				
1.2	13.02	Re-establishment				
1.3		(a) Moving of unit up to 75 km	number	2		-
1.4		(b) Moving of unit in excess of 75 km	km	125		-
1.5		(c) Moving of site camp	number	2		-
2		1400 Clearing and Grubbing				
2.1	14.01	Clearing and grubbing				
2.2		(a) Sparse vegetation	ha			-
2.3		(b) Moderate vegetation	ha			-
2.4		(c) Dense vegetation	ha			-
3		1500 Borrowing of Materials				
3.1	15.01	Removing of overburden	m³	2,500		-
3.2	15.02	Stockpiling:				
3.3		(a) Fine gravel	m³			-
3.4		(b) Medium gravel	m³	39,803		-
3.5		(c) Coarse gravel	m³			-
3.6	15.03	Loading:				
3.7		(a) Fine gravel	m³			-
3.8		(b) Medium gravel	m³	39,803		-
3.9		(c) Coarse gravel	m³			-
3.10		1900 Spot Graveling				
3.11	19.03	Spot Graveling	m³			-
3.12	19.04	e/o Haul for Gravel in excess of 5km	m³-km			-
3.13	19.05	e/o Haul for Water in excess of 10km	kl.km			-
4		1600 Earthworks				
4.1	16.01	Roadbed preparation				
4.4		(c) Road 8.5 m wide	km			-
4.5		(d) Road 9 m wide	km			-
4.6		(e) Road 10 m wide	km	8.7		-
4.7		(f) Road 11 m wide	km			-
4.8	16.02	Processing of fill	m³	5,742.00		-
4.9	16.03	(a) Material transported (incl of erosion of equipment)	m³	7,177.50		-
4.10		(b) Hauling of material (incl. erosion of equipment)	m³-km	57,420.00		-
4.11	16.04	(a) Water transported (incl of erosion of equipment)	kl	2,021.18		-
4.12		(b) Haulage of water (including erosion of equipment)	kl-km	20,211.84		-
4.13	34.01	Blading of gravel roads, side slopes & road res.				
4.14		(a) Light blading	bl-km			-
4.15		(b) Heavy blading	bl-km			-
TOTAL FOR PERIODIC MAINTENANCE WORKS CARRIED FORWARD TO NEX PAGE						-

SCHEDULE OF QUANTITIES

CONTRACT No : CONTRACT No : W/RB/RA-13/2022			REGION : OTJIWARONGO			
DISTRICT : OUTJO						
PROJECT: SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION - D2302						
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
						-
TOTAL FOR PERIODIC MAINTENANCE WORKS BROUGHT FORWARD FROM PREVIOUS PAGE						
5		1700 Layerworks				
5.1	17.01	Processing of gravel				
5.2		(a) Fine gravel	m³			-
5.3		(b) Medium gravel	m³	26,100.00		-
5.4		(c) Coarse gravel	m³			-
5.5		(f) Heavy Gridding	m³	26,100.00		-
5.6	17.02	Mechanical modification (Extra-over auth. layer)	m³			-
5.7	17.03	(a) Gravel transported (incl of erosion of equipment)	m³	32,625		-
5.8		(b) Hauling of gravel (incl of erosion of equipment)	m³-km	326,250		-
5.9	17.04	(a) Water transported (incl of erosion of equipment)	kl	6,124.80		-
5.10		(b) Hauling of water (incl of erosion of equipment)	kl-km	30,624		-
5.11	17.05	(a) Water transported (pipeline)	kl			-
5.12		(b) Pumping of water (pipeline)	kl-km			-
5.13		(c) Purchase water	prov sum	1		-
5.14		(e) Pump water from borehole	kl	8,146		-
5.15	17.06	Construct dam				
5.16		(a) Type A: Size at least 150 kl	number	1		-
5.17		(b) Type B: Size at least 80 kl	number	1		-
6		1800 Finishing of Road Reserve				
6.1	18.01	Finishing the road reserve				
6.2		(a) 6 blade width	km	2		-
6.3		(b) 12 blade width	km	17		-
6.4		(c) 20 blade width	km	2		-
8		7400 Dayworks				
8.1	71.01	Work under daywork rates (when instructed)	prov sum	1	150,000.00	150,000.00
TOTAL FOR PERIODIC MAINTENANCE WORKS CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES

CONTRACT No : PROCURMENT No : W/ONB/RA-07/2026
DISTRICT : OUTJO

REGION :
OTJIWARONGO

PROJECT: SALT ROAD MAINTENANCE IN THE OTJIWARONGO REGION - D2302

200 km

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 1000 : ROUTINE SALT ROAD MAINTENANCE						
1		1300 General				
1.1	13.02	Re-establishment				
1.2		(a) Moving of unit up to 75 km	number	10		-
1.3		(b) Moving of unit in excess of 75 km	km	190		-
1.4		(c) Moving of site camp	number	10		-
4		1600 Earthworks (or Salt Road Surface Works)				
4.1	16.05	Salt Road Surface Maintenance				
4.2		(a) Road 8 m wide				
4.3		(i) Light Salt Road Maintenance	km	240		-
4.4		(ii) Heavy Salt Road Maintenance	km	20		-
4.5		(iii) Extra over: additional grader cuts	km	50		-
4.6		(when instructed)				
4.7						
4.8		(a) Road 10 m wide				
4.9		(i) Light Salt Road Maintenance	km	160		-
		(ii) Heavy Salt Road Maintenance	km	20		-
		(iii) Extra over: additional grader cuts	km	20		-
		(when instructed)				
	16.04	Haulage of Water				
		(a) Water Transported (incl of erosion of equipment)	kl	57,600		-
		(b) Hauling of Water (incl of erosion of equipment)	kl-km	1,324,800		-
	16.04	Watering of Road Surface only				
		(a) Water Transported (incl of erosion of equipment)	kl	33,600		-
		(b) Hauling of Water (incl of erosion of equipment)	kl-km	772,800		-
5.15	17.05	(c) Purchase Water	prov.sum	1	50,000.00	50,000.00
6		1800 Finishing of Road Reserve				
6.1	18.01	Finishing the road reserve				
6.2		(a) 6 blade width	km	400		-
6.3		(b) 12 blade width	km	2		-
6.4		(c) 20 blade width	km	2		-
		(d) Replace Old Road Markers with New Ones	No.	300		-
7		1900 Dayworks				
7.1	71.01	Work under daywork rates (when instructed)	prov sum	1	100,000.00	100,000.00
TOTAL FOR ROUTINE MAINTENANCE WORKS CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES

CONTRACT No : PROCURMENT No : W/ONB/RA-07/2026

DISTRICT : USAKOS

REGION :
OTJIWARONGO

PROJECT: SALT ROADS - M0036, M0043, M0044, M0052, D1983, D1986, D1997, D1999, D2301, D2302

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 7000 : DAYWORKS						
51		7100 Dayworks				
51.1	71.01	Labour Charges				
51.2		(a) Site Agent	hour	10		
51.3		(b) Foreman (Routine)	hour	500		
51.4		(c) Technician Quality Control	hour	10		
51.5		(d) Operator	hour	10		
51.6		(e) Labourer	hour	3,000		
51.9		(f) Admin Clerk	hour	10		
51.2		(g) Graduate Engineer (Training)	hour	500		
51.16	71.02	Plant Charges				
51.17		(a) 140G Grader (or Similar)	hour	150		
51.18		(b) 120K Grader (or similar)	hour	0		
51.19		(c) D7 Bulldozer (or similar)	hour	50		
51.2		(d) D9 Bulldozer (or similar)	hour	40		
51.21		(e) Excavator, CAT328 (or similar)	hour	50		
51.22		(f) Tractor Loader Backhoe (TLB)	hour	50		
51.22		(f) Tractor 4 x 4	hour	0		
51.23		(g) Tractor 240 kW	hour	0		
51.24		(h) 966 Loader	hour	50		
51.25		(i) 10T Vibratory Roller	hour	60		
51.26		(j) Gridroller	hour	10		
51.27		(k) Albaret	hour	30		
51.28		(l) 18 kl Watertruck (incl of erosion of equipment)	hour	50		
51.29		(m) 23 kl Watertruck (incl of erosion of equipment)	hour	60		
51.3		(n) 18 cu Tipper Truck	hour	80		
51.31		(p) 9000lt Diesel Tanker	hour	0		
51.32		(q) Trailer Grader Unit	hour	0		
51.33		(r) Diesel Trailer (3000 - 5000 lt)	day	0		
51.34		(s) Water Trailer (3000 - 5000 lt)	day	0		
51.35		(t) Combination Caravan	day	20		
51.36		(u) Caravan 4 Wheel	day	0		
51.37		(v) 4 x 4 Single Cab	km	7,500		
51.38		(w) 2 x 4 Single Cab	km	50		
51.39		(x) Fladbed Truck 7t	km	50		
51.4		(y) Low-bed Transporter	km	1,200		
		(z) Pneumatic Roller 26 ton	hour	100		
TOTAL OF SECTION 7000 DAYWORKS CARRIED FORWARD TO SCHEDULE A						-

SCHEDULE A:**SUMMARY OF SECTIONS***PROCUREMENT No : W/ONB/RA-07/2026*

SECTION	DESCRIPTION	AMOUNT* N\$	TOTAL N\$
1000	INITIAL CAMP ESTABLISHMENT		
	Outjo District	0.00	-
	SUBTOTAL: CAMP ESTABLISHMENT		
1000	GRAVELLING OF SALT ROADS (Periodic Maintenance)		
	Re-Gravel Selected Roads as per Schedule of Quantities	0.00	-
	SUBTOTAL: SALT ROADS GRAVELLING		
1000	ROUTINE SALT ROADS MAINTENANCE (Routine Maintenance)		
	Routine Salt Roads Maintenance	0.00	-
	SUBTOTAL: SALT ROADS ROUTINE MAINTENANCE		
7000	DAYWORKS		
	Dayworks on Selected Roads	0.00	-
	SUB-TOTAL: DAYWORKS		
TOTAL OF SECTIONS CARRIED FORWARD TO SCHEDULE B			-

** Carried forward from Section Totals*

SCHEDULE B:**TENDER SUM FOR SALT ROAD MAINTENANCE****PROCUREMENT No : W/ONB/RA-07/2026**

DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS CARRIED FORWARD FROM SCHEDULE A				-
PROVISIONAL SUMS RISE AND FALL / CONTRACT PRICE ADJUSTMENT			AMOUNT (N\$) 1,300,000.00	1,300,000.00
CONTINGENCIES			680,000.00	680,000.00
TOTAL PROVISIONAL SUMS				1,980,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				-
TENDER SUM CARRIED FORWARD TO FORM OF TENDER				-

SIGNED ON BEHALF OF TENDERER**DATE****NAME OF TENDERER**

Part E: Technical Proposal

Technical Proposal Forms

Part E1 Proposed Personnel

Part E2: Resume of Proposed Personnel

Part E3: Proposed Equipment

INITIALS_____

Part E1: Proposed Personnel

The bidder provide the names of suitably qualified personnel (as per **item 3 (c) (5)** of **Sec III Evaluation & Qualification Criteria**) to meet the specified requirements for each of the positions needed in order to carry out the Works in terms of the Specification. In case that the space provided is insufficient, bidders are requested to make additional copies and to bind them into the 'Book of Supporting Documentation' in terms of **item BDS ITB 13.1 (e)** of **Sec II Bidding Data Sheet**. The data on their experience should be supplied using copies of the Form 'Part E2' below for each candidate.

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

INITIALS_____

Part E3: Proposed Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment that is needed in order to carry out the Works in terms of the Specification (and as per **Sec III Evaluation & Qualification Criteria item 3 (c) 9**). A separate Form shall be prepared for each item of equipment listed in the Specification, or for alternative equipment proposed by the Bidder. The additional pages (plus the relevant supporting documents e.g. Registration Certificates, Service Records, Plant Hire Agreements, Bank Letter of Intent to Finance Plant and Plant Quotations etc.) must be bound into the 'Book of Supporting Documentation' in terms of **item BDS ITB 13.1 (e) of Sec II Bidding Data Sheet**. The Bidder shall provide all the information requested below, to the extent possible.

Type of Equipment	
Equipment Information	Name of manufacturer
	Model and power rating
	Capacity
	Year of manufacture
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Email
Agreements	Details of rental / lease / manufacture agreements specific to the project	

INITIALS _____

INITIALS_____

Part F: Bidder's Qualification

To establish its qualifications to perform the contract in accordance with the Conditions of Contract and the requirements of the Specification the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Any additional pages that may be required plus any supporting documentation that may be requested shall be bound into the 'Book of Supporting Documentation' in terms of *item BDS ITB 13.1 (e) of Sec II Bidding Data Sheet*.

Part F1 Bidder Information Sheet

Part F2 Party to JV Information Sheet

Part F3 Historical Contract Non-Performance

Part F4: Current Contract Commitments/Works in Progress

Part F5 Financial Situation

Part F6 Average Annual Turnover

Part F7 Financial Resources

Part F8: General Experience

Part F9: Specific Experience

Part F10: Specific Experience in Key Activities

INITIALS_____

Part F1**Bidder Information Sheet**

Date: _____

Bid Reference No.: _____

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. ☐ In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 5.1 ☐ In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.4.

INITIALS _____

Part F2**Party to JV Information Sheet**

Date: _____

Bid Reference No.: _____

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: ☐ ☐ ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. ☐ In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 5.4.

INITIALS _____

Part F3**Historical Contract Non-Performance**

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bid Reference No.: _____

Non-Performing Contracts in accordance with the Conditions of Contract			
☐ ☐ ☐ Contract non-performance did not occur during the stipulated period, in accordance with the Conditions of Contract.			
☐ ☐ ☐ Contract non-performance during the stipulated period, in accordance with the Conditions of Contract.			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, NAD equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
Pending Litigation, in accordance with the Conditions of Contract.			
☐ ☐ ☐ No pending litigation in accordance with the Conditions of Contract.			
☐ Pending litigation in accordance with the Conditions of Contract.			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, NAD equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

INITIALS _____

Part F4**Current Contract Commitments / Works in Progress**

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

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current NAD equivalent)	Estimated completion date	Average monthly invoicing over last six months (NAD month)
1.				
2.				
3.				
4.				
5.				
etc.				

INITIALS_____

Part F5**Financial Situation****Historical Financial Performance**

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____ Bid Reference No.: _____

To be completed by the Bidder and, if JV, by each partner

Financial information in NAD equivalent	Historic information for previous _____ () years (N\$ equivalent in millions)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

INITIALS _____

- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies
 - Historic financial statements must be audited by a certified accountant
 - Historic financial statements must be complete, including all notes to the financial statements
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

INITIALS_____

Part F6**Average Annual Turnover**

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____

Bid Reference No.: _____

Page _____ of _____ pages

Annual turnover data (construction only)		
Year	Amount and Currency	NAD equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Construction Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section II (Bidding Data Sheet) Sub-Clause ITB6.2(b), Sub-Factor 2.3.2, divided by that same number of years.

INITIALS _____

INITIALS_____

Part F7**Financial Resources**

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

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

INITIALS_____

Part F8**General Experience**

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____ Bid Reference No.: _____

Startin g Month / Year	Ending Month / Year	Years	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

INITIALS _____

Part F8**Specific Experience**

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____ Bid Reference No.: _____

Similar Contract Number: _____ <i>[insert specific number] of _____</i> <i>[insert total number of contracts required.]</i>	Information		
A. Contract Identification	B.		
C. Award date D. Completion date	E. F.		
Role in Contract	☐ Contractor	☐ Management Contractor	☐ Subcontractor
G. Total contract amount	H. In words		I. NAD
J. If partner in a JV or subcontractor, specify participation of total contract amount	K. Percentage (%)	L. Participation Level	M. Amount (NAD)
N. Employer's Name:	O.		

INITIALS _____

Similar Contract Number: ____ [insert specific number] of ____ [insert total number of contracts required.	Information
P. Address:	S.
Q. Telephone/fax number:	T. _____ _____
R. E-mail:	U. _____ _____

INITIALS_____

Part F8**Specific Experience**

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____ Bid Reference No.: _____

Similar Contract Number: _____ <i>[insert specific number] of _____</i> <i>[insert total number of contracts required.]</i>	Information		
A. Contract Identification	B.		
C. Award date D. Completion date	E. F.		
Role in Contract	☐ Contractor	☐ Management Contractor	☐ Subcontractor
G. Total contract amount	H. In words		I. NAD
J. If partner in a JV or subcontractor, specify participation of total contract amount	K. Percentage (%)	L. Participation Level	M. Amount (NAD)
N. Employer's Name:	O.		

INITIALS _____

Similar Contract Number: ____ [insert specific number] of ____ [insert total number of contracts required.	Information
P. Address:	S. _____
Q. Telephone/fax number:	T. _____ _____
R. E-mail:	U. _____ _____

INITIALS _____

Part F8 (cont.)**Specific Experience (cont.)**

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____ Bid

Reference

No.: _____

Similar Contract No. ____<i>[insert specific number]</i> of ____<i>[insert total number of contracts]</i> required	Information
Description of the similarity:	
Amount	
Physical size	
Complexity	
Methods/Technology	
Physical Production Rate	

INITIALS _____

Part F10

Specific Experience in Key Activities

Bidder's Legal Name: _____

Date:

JV Partner Legal Name: _____ Bid

Reference

No.:

Subcontractor's Legal Name: _____

Description	Information		
A. Contract Identification	B.		
C. Award date	E.		
D. Completion date	F.		
Role in Contract	☐ Contractor	☐ Management Contractor	☐ Subcontractor
G. Total contract amount	H. In words		I. NAD
J. If partner in a JV or subcontractor, specify participation of total contract amount	K. Percentage (%)	L. Participation Level	M. Amount (NAD)
N. Employer's Name:	O.		

INITIALS _____

Description	Information
P. Address:	S.
Q. Telephone/fax number:	T.
R. E-mail:	U.

INITIALS_____

Part F10**Specific Experience in Key Activities (Cont.)**

Bidder's Legal Name: _____

JV Partner Legal Name: _____

Subcontractor's Legal Name: _____

DESCRIPTION OF THE KEY ACTIVITIES:	INFORMATION

INITIALS_____

PART 2 – Employer's Requirements

INITIALS_____

Section V - Part A: Standard Specification

INITIALS_____

STANDARD SPECIFICATIONS

SECTION 1000

CONTENTS

SECTION DESCRIPTION

1000 GRAVELLING OF ROADS

1100 PREAMBLE TO THE STANDARD SPECIFICATIONS

1200 GENERAL

1300 ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

1400 CLEARING AND
GRUBBING

1500 BORROWING OF MATERIALS

1600 EARTHWORKS

1700 LAYERWORKS

1800 FINISHING OF THE ROAD RESERVE

1900 SPOT GRAVELLING

1950 DAYWORKS

INITIALS _____

STANDARD SPECIFICATIONS

SECTION 1000

GRAVELLING OF ROADS

1100 PREAMBLE TO THE STANDARD SPECIFICATIONS

1101 SCOPE

Section 1000 covers the construction of gravel and sand layers, and the re-gravelling of existing wearing courses, of proclaimed roads.

1102 DEFINITIONS

Definitions of words or phrases in the General Conditions of Contract are not repeated in the Standard Specifications.

Unless inconsistent with the context in these Specifications, the following words or phrases shall have the meaning hereby assigned to them:

1103 BORROW AREA

An area within designated boundaries, approved for the purpose of obtaining borrow material. A borrow pit, or pit, is the excavated pit in a borrow area.

1104 BORROW MATERIAL

Any gravel, sand, soil or rock obtained from borrow areas, which is used in the construction of the Works.

1105 CARRIAGEWAY

The road surface between the shoulder breakpoints, normally traversed by vehicles.

1106 DRAWINGS

The engineering drawings included in Part 7 of these Specifications, and all other drawings, which may be issued to the Contractor during the Contract Period.

INITIALS_____

1107 FILL

The portion of the earthworks between the roadbed, the side slopes and the wearing course, shown on the typical cross-sections in the Drawings. Material imported to make up roadbed material shall also be classified as fill.

1108 INLET AND OUTLET (END) STRUCTURES

The structures guiding storm-water through a drainage culvert in a road.

1109 MITRE DRAIN AND BANK

An open drain constructed in natural soil at an angle to the centre line of the road to divert water from a side drain. Mitre drains include mitre banks placed across the side drains to force water into the mitre drain and away from the road.

1110 PROJECT SPECIFICATIONS

Project or contract-specific specifications to supplement or amend the Standard Specifications, collectively forming the Specifications.

1111 ROADBED

The natural in-situ material or existing wearing course on which the fill, or if no fill is specified then the new wearing course, will be constructed.

1112 ROAD RESERVE

The entire area within the boundaries of a road as proclaimed.

1113 ROADS ORDINANCE

The Roads Ordinance, 1972 (Ordinance 17 of 1972) as amended, or replaced.

1114 ROAD PRISM

That portion of the road construction in fill above the original ground level, and that in cut below the original ground level, excluding any pavement and wearing course layers, but including side-drains.

INITIALS _____

1115 SIDE DRAIN

An open longitudinal drain situated adjacent to and at the bottom of cut or fill slopes.

1116 SHOULDER BREAKPOINT

The line between the planes formed by the carriageway and the side slopes of a road.

1117 VERGE

The area between the road reserve boundaries, excluding the roadbed and side drains, over the length of the road.

1200 GENERAL**1201 SERVICES**

It is not the intention to move or reinstate any service in, through, or over the road reserve during the re-gravelling of an existing road. Where new gravel roads are constructed and the Contractor is instructed to move or re-align existing services, it shall be done under Day works.

The Contractor and the Supervisor shall agree on the position of all known services at the start of the Contract, and on how to avoid damage to these services. The Contractor shall be held responsible for damage caused by him to services pointed out to him.

1202 ROAD INTERSECTIONS AND JUNCTIONS

Except where otherwise specified, no additional payment over and above payment under the pay items included in the Contract will be made for gravelling or re-gravelling, in the confined space of intersections, junctions or other facilities such as rest areas or bus stops in the road reserve.

1203 RAILWAY LINES

All work carried out adjacent to railway lines shall be in accordance with the requirements of the authority or company responsible for railways in Namibia.

1204 WATER AND GRAVEL ARRANGEMENTS

INITIALS _____

Where the availability of water has not been assessed by the Employer, the Contractor shall do so before submitting his bid for the Works. Arrangement for and procuring of water, within the ambit of the Roads Ordinance, shall be the responsibility of the Contractor. Shorter haul distances shall have preference when water sources are selected. The Contractor shall agree with the Supervisor on the requirements and method of payment in respect of the activities required to provide construction water on the Site, which decisions shall always be based on cost-efficiency. The instructions of the Supervisor may include compaction at in-situ moisture content, compaction at lower than optimum moisture content, temporary moving of the compaction teams to another section of road, drilling of boreholes, construction of temporary PVC-lined earth dams, installation of borehole and pumping equipment, pumping of water over long distances, hauling of water over long distances, construction of haul roads, and standing idle or working at reduced production rates as a result of a shortage of construction water. Payment for instructed standing idle or for instructed reduced production time will in general be made as specified under Dayworks Clause 8021 in respect of the instructed standing idle of plant and equipment.

The Employer shall locate all borrow pits for use by the Contractor. If not yet done at bid stage, the Contractor shall before the start of the project, if so requested, make available to the Supervisor a track dozer or back-actor with operator, to prospect for and locate borrow pits. The Contractor may also be instructed during the Contract Period, to assist in additional prospecting for gravel. Payment for prospecting shall be done under Day works. The Supervisor shall in writing instruct the appropriate and efficient use of borrow material. The cost of delays due to non-compliance of the Contractor with the instructions of the Supervisor will be carried by the Contractor. The cost of delays resulting from no usable material being available in dedicated borrow pits, or from a lack of an instruction by the Supervisor, or where standing-idle is instructed to search for material, shall be carried by the Employer.

Line diagrams, if included with the bid documents, will provide basic information on the availability of gravel and water for construction, and general information in respect of the locality of the road, materials and private properties. The Employer shall, if available, provide detailed test results of borrow material with such line diagrams. The Contractor shall within one month of completion of a project, update all the information on the line diagram to reflect the "as-built" situation.

Arrangement for and procuring of road construction gravel or sand shall, as for water, be the responsibility of the Contractor. The Contractor shall conform to the regulations of the Minister in respect of borrow pits in cultivated land.

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The laying of quick-coupling pipelines, drilling of boreholes or construction of small earth dams may be instructed by the Employer where it is considered necessary to reduce the cost to procure construction water. The position and construction details of boreholes and earth dams shall be provided by the Employer. Payment for the provision of construction water will be made under Pay Items 16.04, 17.04 and 17.05, and under Day works in respect of the drilling of boreholes and in respect of the purchasing of water.

1205 SETTING-OUT

Setting-out of the horizontal road alignment of a new gravel road shall be done by the Contractor between the points of intersection (PI's) determined by the Employer. No setting-out will be required for re-gravelling operations, unless so specified in the Project Specifications or by the Supervisor.

The Contractor shall set out and control the width of the road, which shall be centred on the road centre line, as well as the bell mouths of all accesses, intersections, rest areas and bus stops, in accordance with the Drawings or instructions of the Supervisor.

1206 WORKMANSHIP AND QUALITY CONTROL

The onus rests with the Contractor to produce work which conforms in quality and accuracy of detail to all the requirements of the Specifications and Drawings. The Contractor shall, at his own expense, institute a quality control system and ensure adequate supervision and control of his work at all times. In cases where less personnel than that offered in the Contract is made available on Site, including supervisory staff, the Employer may reduce payment under the appropriate bid rates.

It is not required to establish a materials laboratory on Site, but the Site Agent or his Representative shall conduct basic measurements and tests, to assess the grading after on-road breaking-down with a grid roller, moisture content, geometry and density of the gravel layer on a continuous basis, to ensure compliance with specified minimum standards. He shall submit the results of his measurements and tests to the Supervisor for approval in the format specified in the Contract, or as agreed upon, as a pre-condition for the acceptance of, and full payment for, the processing of completed pavement layers. The Supervisor shall determine the percentage by which payment shall be reduced in the absence of acceptable test results, which reduction shall not exceed 50% of the payment due for the processing of the completed layer.

1207 STANDARDS

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QUALITY INDICATOR	SPECIFIED LIMIT	LIMIT AT * 80% PAYMENT
Gravel Quality ** : - Plasticity Index (PI) or : Shrinkage Product - California Bearing Ratio (CBR %)	12% to 18% (refer to note 4) 100 to 365 (-37,5 mm grading) minimum : 15% @ 93% Mod AASHTO density at OMC	N/A N/A N/A
Grading and Compaction : (a)- Maximum Size : (b)- Percentage oversize (max) - Density - Moisture content	63 mm (aim : 37,5 mm) 5% oversize minimum : 93% Mod AASHTO 6% to 10% (indicative)***	Unless otherwise approved: 75 mm 5% to 10% oversize minimum : 92% Mod AASHTO
Geometry: - Thickness - Width - Camber *** : Dry areas: Wet areas:	150 mm ± 10 mm As specified -100 mm 3% ± 0,5% 5% ± 0,5%	150 mm -20 mm As specified -100 mm to -300 mm 3% ± 1,0% 5% ± 1,0%

* 80% reduced payment refers to Pay Item 17.01. The Contractor may alternatively correct the non-compliance.

** Although the Supervisor will identify borrow pits, the Contractor shall endeavour to avoid material which does not comply with the gravel quality standard.

*** Will be defined by Employer

Note: 1. Also refer to Drawings

44. 2. Where dry compaction is instructed, the indicative moisture content specification will not apply.

45. 3. Test methods recommended in TRH 20 and TMH 1 shall be applied. Where agreement is reached on DCP probing tests to determine equivalent material in-situ strength, the methods recommended in TMH 6 shall be applied.

46. 4. The Supervisor reserves the right to deviate from the above specification as per the table if circumstances so demand e.g. if the water source is uneconomic far or there is no suitable material available.

47.

1208 ENVIRONMENT

The Contractor shall be conscious of the impacts road construction and maintenance activities can, and normally do, have on the natural environment and shall at all times arrange his operations so that these impacts are reduced to a minimum.

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A high standard of finishing and trimming shall be maintained in the road reserve and at borrow pits. If so instructed the Contractor shall under Day-works also finish off and trim old existing borrow pits.

To promote re-growth of trees in mined out borrow pits, topsoil and overburden material shall be removed, if so instructed, prior to stockpiling of the gravel in the pit and replaced after the completion of hauling operations. The Contractor may be instructed to leave an amount of stockpiled gravel in the borrow pit for use during future routine maintenance activities.

No tree, especially big ones, shall be removed in borrow pits, at camp sites and in the road reserve, unless it is a road traffic safety hazard and within 15 metre of the road centreline, or when no alternative solution can be found to save the tree. The Supervisor must at all times approve the removal of any tree with a trunk size larger than 300 mm in diameter. A penalty to the amount determined in the Project Specifications shall be imposed for every such tree which is removed unnecessarily and without approval. Where certain plant species have to be carefully removed, protected and re-planted at completion of the road, such work shall be done on written instruction of the Supervisor under Day works.

No bitumen, oil, batteries, filters or any other toxic substances shall be buried in borrow pits or at camp sites.

1209 TRIAL SECTION

Before the Contractor commences with the construction of the Works, he shall demonstrate on a test section that the equipment and processes he proposes to use, will enable him to execute the Works in accordance with the specified requirements. The construction of trial sections may also be instructed where the material properties change significantly, where dry compaction methods are considered due to a shortage of construction water, or where agreement is required on the production time for work to be carried out under Day-works. The Trial Section shall also serve as basis to agree on the interpretation of the Specifications for application during the Contract Period, and the criteria and methods to be used by the Supervisor for acceptance control.

Only when the trial section has been satisfactorily completed and finished, in conformity with the specified requirements, will the Contractor be allowed to commence with construction of the Works. The Supervisor shall as far as practical select the location of the trial section at the start point of the Works, or at a nearby position on the Works with characteristics which are representative of the general conditions found at the Works.

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No additional payment will be made for the demonstration at the Trial Section, other than for work completed and accepted as part of the Works, at bid rates.

The Contract requires the Contractor to do regular Test Sections. These are paid under the applicable rates for normal work done. However in cases where extreme circumstances require the Contractor to do an abnormal number of Test Sections, these may be paid under Day works as agreed, at the discretion of the Supervisor.

1300 ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

1301 ESTABLISHMENT ON SITE

The Contractor shall be responsible for the arrangement and establishment of all labour, plant and materials on Site, including accommodation, services, transport and other incidentals.

Construction camps are in general located on private property near the road reserve. Prior approval for a camp site obtained in writing from the landowner shall be submitted to the Supervisor before establishment of camp. The number of camp sites that will be applicable to the Contract, shall be as specified in the Project Specifications or Schedule of Quantities, or instructed in writing by the Supervisor. Sites within 10 km distance are under one and the same site establishment.

Payment for the initial establishment of a campsite for gravelling will be paid for under item 13.01 'Initial Camp Establishment'.

1302 ACCOMMODATION OF TRAFFIC

The Works shall be undertaken in a manner which will reduce the interference with public traffic to a minimum, consistent with established re-gravelling practice. Although inconvenience to road users will be inevitable, the Contractor must ensure that road users have continuous access on, and to, a public road. In all dealings with the travelling public, the Contractor and his personnel shall handle any complaint with deliberate tact, courtesy and understanding. Temporary road traffic signs shall at all times be displayed at the Works as specified in the Drawings included or referred to in Part 7 hereof. The traffic signs shall be covered or removed when not required at night time and over weekends. No deviation is generally required and the Contractor shall regulate traffic with flagmen and take all precautions necessary to promote the safe and easy flow of traffic on or next to the gravel layer under construction.

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The Contractor, if so instructed in writing, shall nevertheless provide a deviation at places with a high traffic safety risk. Except where otherwise specified, no additional payment over and above payment under the pay items included in the Contract will be made for the construction of the deviation and the measures required to control traffic.

Where so instructed by the Supervisor, the construction of a temporary deviation will only require the temporary removal of excessive loose sand, and the reinstatement thereof when such a deviation is not used anymore. Payment for both operations will be made under pay item 34.01(b) - Heavy Blading. In very sandy conditions, the Supervisor may also instruct the Contractor to gravel certain specified sections of bypass under the relevant pay items.

Should the Contractor neglect to apply the road traffic safety measures specified, the Supervisor may, if he is of the opinion that traffic safety is at risk, temporarily stop the works until the Contractor complies with the Specifications.

1303 MEASUREMENT AND PAYMENT

Item	Unit
13.01 Initial Camp Establishment	
[sum]	

Payment for the initial establishment of a campsite for gravelling will be paid for on a lump sum basis and such payment shall cover all costs of providing accommodation, shelter and other facilities. The total amount bid for item 13.01 'Initial Camp Establishment' shall be limited to 15% of the total bid amount bid for under Section 1000 'Gravelling of Roads'.

80% of the lump sum shall become due when the initial establishment has been completed and the balance of 20% on completion of the Works, after de-establishment and with the consent of the owner of the property on which the campsite is / was located.

Item	Unit
13.02 General:	

Re-establishment:

(a) Moving of unit up to 75 km	[number]
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- | | | |
|-----|-----------------------------------|----------|
| (b) | Moving of unit in excess of 75 km | [km] |
| (c) | Moving of site camp | [number] |

The bid rate for Re-establishment under Sub-item 13.02(a) shall include full compensation for all costs involved to move the entire gravel unit, including site camp, to a new camp site over a maximum distance of 75 km. For a distance in excess of 75 km the Contractor will be compensated at an all-inclusive extra-over rate for the additional distance under the rate bid under Sub-item 13.02 (b). No instruction shall be given and no payment shall be made for the moving of site camps over a distance less than 30 km.

The bid rate under Sub-item 13.02 (c) shall include full compensation for all the Contractor's costs to only move his site camp, without the heavy equipment at the work-front, to a new camp site. The bid rate shall include the costs to remove everything the Contractor has brought to the camp site.

The Contractor's charges to maintain his site organisation, accommodation and plant on Site, the removal thereof when moving to a new camp site, cleaning of the camp site to the satisfaction of the landowner and costs in respect of general site and office overheads, profit, financing costs, risks and legal and contractual obligations of a preliminary or general nature, shall not be paid separately and shall be included in his rates bid under the pay items included in the Schedule of Quantities.

Payment will also not be made separately for accommodation of traffic and the Contractor shall include the cost thereof in the rates bid under the pay items in the Schedule of Quantities. Where the construction and maintenance of a deviation is instructed in writing by the Supervisor, payment shall be made at the rates bid under the relevant pay items of these Specifications or at Daywork rates.

1400 CLEARING AND GRUBBING

1401 SCOPE

This section covers the clearing of the Site and the grubbing for construction of the Works.

1402 CLEARING (MECHANICAL)

Clearing shall consist of the removal of trees - as provided for in Clause 1208 hereof - shrubs, other vegetation, rubbish, fences, rocks, boulders and other objectionable material, including flattening of ant hills, backfilling of cavities, disposal of all material resulting from clearing and grubbing, and trimming and finishing of the cleared areas.

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No tree shall, unless specifically so instructed, be removed outside the middle 30 m width of the road reserve of a Trunk and Main Road, but all shrubs within the 60 m road reserve shall be cleared. In the case of a District Road, unless otherwise instructed, all trees, shrubs and other vegetation shall be cleared only over the middle 30 m width of the road reserve.

The Supervisor may instruct that the middle 30 m width of the road reserve must be cleared by mechanical means, whilst the remaining width of the road reserve must be cleared using manual or labour based methods.

The Contractor shall allow in his rates for the movement of a certain amount of soil or gravel which may be inherent in or unavoidable during the process of clearing.

Payment will be categorised into three classes of density of vegetation. The applicable class shall be agreed upon between the Contractor and the Supervisor during a Test Section. The following typical daily production rates achieved by a Bulldozer (with a ripper penetration force of minimum 8000 kg and a minimum ripper pry-out force of 15000 kg as per specifications of the manufacturer of the crawler dozer) working under normal conditions may be used as a guideline for classification purposes:

Item

- | | | |
|------------|-------------------------------------|--------------------------------|
| (a) | <i>Sparse vegetation :</i> | <i>4.5 – 5.5 ha/day</i> |
| (b) | <i>Moderate vegetation :</i> | <i>3.5 – 4.5 ha/day</i> |
| (c) | <i>Dense vegetation :</i> | <i>2.5 – 3.5 ha/day</i> |

1403 CLEARING (MANUAL)

In some stony, rocky or mountainous areas, where mechanical clearing may cause damage to the environment, the Supervisor may instruct manual clearing before forming starts. Manual clearing consists of clearing the road reserve of all unwanted vegetation (bushes and trees) to improve sight distances and enhance safety on the road by using manual labour and hand tools. No tree or bush with a trunk diameter less than 150 mm must remain in the road reserve unless otherwise instructed or marked by the Supervisor. No tree or bush however shall be left closer than 5 m from the road surface.

All branches of larger established trees indicated by the Supervisor or protected species, must be trimmed up to 2 m from ground level. All other bushes and

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tree trunks must be removed below ground level and neatly stocked in heaps 5 m from the road reserve fence until further instructions.

Payment will be categorised into three classes of density of vegetation: sparse, moderate and dense. ***The applicable class and average daily production rates based on availability of casual labour, will be agreed upon by the Contractor and Supervisor, using Test Sections if necessary. Alternatively the Contractor may submit quotations by experienced SME Bush-Clearing Sub-Contractors to the Supervisor for approval.***

1404 GRUBBING

All roots and stumps exceeding 30 mm in diameter shall be removed by hand from stockpiles and during spreading of gravel on the road.

For the construction of a new gravel road through dense growth areas, all visible roots and stumps exceeding 75 mm in diameter shall be removed from the roadbed. Matted roots shall as far as possible be removed as part of the clearing process. No special criss-cross ripping will in general be required.

All material resulting from clearing and grubbing shall be spread around the borrow pit, stockpiled together, or disposed of in the mined-out pit and covered with soil or gravel, as instructed by the Supervisor. Material from clearing and grubbing in the road reserve shall be spread outside the reserve, or when so instructed, stockpiled and burned or removed.

1405 MEASUREMENT AND PAYMENT

Item	Unit
14.01 Clearing and grubbing (mechanical)	
(a) Sparse vegetation	[ha]
(b) Moderate vegetation	[ha]
(c) Dense vegetation	[ha]

The unit of measurement for clearing and grubbing is the hectare (ha). The quantity shall be taken as the area in hectare, to the nearest 0.1 ha, designated by the Supervisor and

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cleared and grubbed in accordance with these Specifications, per class of vegetation density.

The bid rate shall include full compensation for all work necessary for the clearing of the surface, the removal and grubbing of trees and tree stumps, cutting of branches flattening of ant hills, backfilling of cavities, disposal of the material resulting from clearing and grubbing, and trimming and finishing of the cleared areas, all as specified in this section.

If removal of material is instructed, additional payment for loading and transporting thereof shall be made under Day works.

Item		Unit
14.02	Clearing and grubbing (manual)	
(a)	Sparse vegetation	[ha]
(b)	Moderate vegetation	[ha]
(c)	Dense vegetation	[ha]
(d)	Herbicide treatment (extra over)	[litres]

The unit of measurement shall be in terms of actual hectares cleared to the nearest 0.1 hectare all inclusive to execute the work as required.

Where instructed in writing to treat roots with an approved herbicide, the unit of measurement shall be the concentrated litre (l) of herbicide applied in accordance with the manufacturer's specifications.

The bid rate shall include full compensation for clearing and stacking of bushes and trees and trimming of remaining trees as specified in this section. It may include treatment with herbicides in which case payment will be made additionally.

1500 BORROWING OF MATERIALS

1501 SCOPE

This section covers the work involved in obtaining borrow materials for work under this Contract, including negotiations with landowners, clearing, stripping and disposing of

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topsoil and overburden, excavating and loading selected material for use in the Works, and finishing-off the borrow areas.

1502 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

The Contractor shall observe all legal provisions, especially those in the Roads Ordinance, No 17 of 1972, in respect of his activities at borrow pits and when finishing-off borrow pits. The Contractor's attention is also drawn to the provisions of Clause 1204 hereof.

In the event where negotiations are not possible or where no equitable solution can be reached, the Contractor shall refer the matter to the Supervisor. ***Where land in communal areas is used for borrowing gravel, compensation may have to be paid to landowners through the Contract. In such cases agreement must first be reached between the Supervisor and the landowner.***

1503 OBTAINING BORROW MATERIALS

Borrow materials for the wearing coarse shall be obtained from approved sources of supply listed and described in the borrow pit plans, or from such other sources as may from time to time be tested and approved by the Supervisor. If so instructed, the Contractor shall haul gravel from different sources for mixing on the road.

The Contractor may, if he so elects, prospect for material of higher quality at a closer distance to the road, at his own cost. If successful and his new borrow pit is utilised, the Supervisor may approve partial payment of the cost of prospection, under Dayworks, but only when prior agreement with the Supervisor was reached on the need for and control of the prospection.

For aesthetical reasons no borrow pit shall be opened within a distance of 80 m from the road centre line.

1504 BORROWING AND HAULING OF MATERIALS

(a) Removal of overburden

Removal of topsoil and overburden, collectively called overburden, and to what depth, shall be specified by the Supervisor. The overburden stockpiles shall be shaped, outside the outer limits of the borrow pit, to have a triangular cross-section of fairly similar height over the length of every stockpile, to enable easy calculation of the volume thereof.

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Alternatively, levels may be taken on the relevant area before and after the removal of the overburden to determine the exact quantity of overburden.

Overburden, if removed and stockpiled separately, shall be used to finish and trim the borrow pit to promote re-growth in the pit, after the borrow pit is mined out.

(b) Excavating and stockpiling of borrow material

Borrow material shall be excavated within the limits and depths specified on the borrow pit plans, or as instructed in writing by the Supervisor.

The Contractor shall take all reasonable precautionary measures so as to avoid contamination of suitable borrow material. Hard oversize material, which will not break down during processing on the road, shall be isolated during loading and left in the borrow pit.

The material in the borrow pit shall be ripped and excavated in a manner that will ensure the effective breaking-down of the material in the borrow pit before it is loaded. Borrow materials are classified, for payment purposes, into the following categories:

(i) Fine Material

Wearing course material which does not require ripping to enable efficient stockpiling, and which only need nominal breaking-down on the road shall be classified as “fine material”.

(ii) Medium Material

“Medium gravel” will need only one-directional ripping in the borrow pit to enable efficient stockpiling shall be classified as “medium material” for stockpiling purposes. This material will produce only a small percentage (the normal quantity of less than 5%) of oversize material along the constructed wearing course after normal grid rolling, which shall be 4 complete grid roller passes, in which 50% overlaps are required, with a 13 ton to 15 ton grid roller at a speed of at least 12 km per hour. In cases where the material still contains a large percentage (5% to 10%) oversize material after ‘Normal Gridding’ has been done, the Supervisor may instruct item 17.01 (f) ‘Extra-Over Heavy Gridding’, which will require another 2 to 4 complete grid roller passes, in which 50% overlaps are required, with a 13 ton to 15 ton grid roller at a speed of at least 12 km per hour.

(iii) Coarse Material

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Material which requires two-directional ripping to enable efficient stockpiling shall be classified as “coarse material” for stockpiling purposes. In cases where the material still contains a large percentage (5% to 10%) oversize material after ‘Heavy Gridding’ has been done, the Contractor shall be paid under item 17.01 (c) ‘Processing Coarse Gravel’. In the latter case, the payment under item 17.01 (f) ‘Extra-Over Heavy Gridding’ will fall away.

Depending on how well the material is broken down during the stockpiling activity, it is possible that the same material that was classified as ‘coarse’ for purposes of ‘stockpiling’ might end up as being classified as ‘medium’ for purposes of ‘loading’ and ‘processing’.

For classification purposes all ripping shall be done with a ripper penetration force of minimum 8000 kg and a minimum ripper pry-out force of 15000 kg as per specifications of the manufacturer of the crawler dozer. The Supervisor shall classify borrow material.

The use of excavators to directly excavate and load gravel (i.e. without prior stockpiling with a bulldozer) will generally not be permitted because of the non-homogeneous nature of the material in most of the borrow pits. In exceptional cases the use of excavators may be allowed if no additional processing cost will be claimed and where this activity does not significantly increase the amount of oversize material on the road. The method of excavation and loading with an excavator shall be adjusted to ensure proper mixing of (non-homogeneous) gravels with different engineering properties in the gravel profile of the borrow pit, especially where part of the gravel in the profile does not meet the minimum material specifications.

No classification for payment purposes, will be done for fill material used in the earthworks.

If there is any doubt concerning the quality of the borrow material being excavated at any time, the Contractor shall notify the Supervisor before such material is brought onto the road. In such cases a test section should be arranged immediately to verify the suitability of the material.

Stockpiling of gravel shall be done well ahead of the time it will be required on the road, to allow proper inspection and approval thereof by the Supervisor.

If so instructed, material with a high clay content shall be stockpiled in a borrow pit, and hauled and mixed with gravel on the road to improve its engineering properties.

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Material for earthworks, if required, shall be taken from fill borrow pits to be opened not closer than 800 m apart along the road, with a screen of natural vegetation of at least 50 m wide between the edges of the road reserve and the borrow pit.

Unless otherwise instructed by the Supervisor, the Contractor shall stockpile an additional one thousand cubic metre (1000 m³) of gravel at each and every wearing coarse borrow pit used in the gravelling of a road, as a source of gravel for future routine maintenance operations.

(c) Hauling of Borrow Material

Only one access haul road shall be cleared per borrow pit. Those haul roads identified for gravelling at bid stage, and indicated as such on the relevant line diagram, shall be gravelled under the pay items provided for in the Contract. Public roads, where used as haul roads **for gravel or water**, shall be bladed, watered or gravelled at the pre-determined frequencies **under the relevant pay items**, as agreed to by the Supervisor. **All haul roads to borrow pits and water points shall also be maintained by blading and watering** at pre-determined frequencies, under the relevant pay items, as agreed to by the Supervisor.

The average haul distance applicable to any work day shall be the haul distance measured along the agreed haul road, which shall normally be the shortest road available, between the centre of the borrow pit and the centre of the volume of material hauled during that day.

An approved key-operated dual-clock system, able to produce printouts which positively identifies every truck, its time of departure at the borrow pit and time of arrival at the point of off-loading, shall be used as control mechanism for the hauling of all gravels.

In the case of hauling of water the same information shall be recorded in writing at the points of loading and off-loading, to the satisfaction of the Supervisor. A 100 mm to 150 mm diameter mechanical water flow meter with accuracy not deviating by more than 5% from actual and which shall remain properly sealed at all times shall in addition be installed at each water pumping or water loading installation, as agreed with the Supervisor. The Contractor shall record the quantity of water pumped or loaded (as the case may be), daily. The cost of the water flow meters shall be included in the Contractor's overhead costs.

These records shall be available for inspection on a continuous basis.

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Where so approved by the Supervisor, and where the effects on the safety of traffic has been properly taken into consideration, the Contractor may offload more material on the road than could be worked into the gravel layer, on condition that tipped heaps be flattened and cut into a neat windrow outside the shoulder breakpoint of the road, that TW401/402 hazard marker road signs be placed and properly anchored at 100 m intervals against the windrow, and that all advance warning and speed reduction signs be erected and maintained so as to withstand wind forces caused by vehicles travelling at 100 km per hour. Offloading ahead of processing shall be limited to a distance equal to the bid production length for two days. ***Provided that traffic safety is not being compromised, the Supervisor may give special permission to increase the total distance of tipped gravel heaps ahead of the processing section to more than two days production, provided also that, in addition to the above-mentioned conditions, sufficient and pre-defined gaps are left in between the tipped sections, so as to ensure the free and unrestricted traffic flow.***

Gravel may be offloaded over an unlimited distance where the road is not open to traffic, such as in the case of an entirely new road or where a temporary deviation is constructed.

(d) Finishing-off of Borrow Areas

On completion of his operations in a borrow area, the Contractor shall reinstate the entire area so as to blend it with the surrounding area and to permit re-establishment of vegetation.

Except where otherwise instructed, no slopes in the borrow area shall be steeper than 1 in 3 after finishing off the borrow area.

All oversize material and unwanted vegetation shall be buried in the borrow pit and the entire pit shall then be covered with a layer of overburden material, if available. Where thick overburden occurs, the Supervisor may instruct that a percentage thereof be trimmed neatly outside the borrow pit.

The Contractor shall progressively trim and finish-off all borrow areas to the written satisfaction of the respective land owners, but latest by the end of the Contract, as a condition for the release of outstanding monies due to the Contractor as described in 15.01 and 15.02.

If so directed, the borrow area shall not be trimmed and finished-off, but fenced-off and provided with a gate. Such work shall be done under Section 6000 or Day-works, as instructed by the Supervisor.

INITIALS _____

All stockpiled gravel shall be the property of the Employer.

1505 MEASUREMENT AND PAYMENT

Item	Unit
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15.01 Removing of overburden	[m³]
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The unit of measurement shall be the cubic metre (m³) of overburden measured in stockpile, which shall be formed to a specified and agreed triangular cross-section.

The bid rate shall include full compensation for stripping, removing and stockpiling of overburden material as specified, for replacing the overburden in the borrow pit after completing the excavation of borrow material, for levelling-off the overburden material in the borrow area, and for final trimming and finishing-off the borrow area. Fifty percent of the bid rate shall be payable after removal and stockpiling of the overburden and the other fifty percent shall be payable after the trimming of the borrow area has been completed and approved.

Where overburden material is used for fill material in the earthworks, or for other purposes, payment will not be made for removal of overburden material, but in accordance with the purpose for which such material is used.

Where instructed by the Supervisor to also trim and finish-off old borrow pits not opened under the Contract, such work shall be carried out under Day works.

Item	Unit
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15.02 Stockpiling:

(a) Fine gravel	[m ³]
(b) Medium gravel	[m ³]
(c) Coarse gravel	[m ³]

The unit of measurement shall be the cubic metre (m³) of loose material stockpiled, measured as the loose volume per truck-load of material transported to the road, or in stockpile when so instructed and where formed to a specified and agreed triangular cross-section.

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The bid rate shall include full compensation for all ripping required in fine (soft), medium and coarse (hard) borrow material respectively, and for stockpiling as specified.

Where no overburden need to be removed, the bid rate shall include 80% payment for stockpiling of gravel and 20% payment when such borrow pits are finally finished off whether the Contractor made use of a crawler dozer or an excavator. After stockpiling is completed, 80% payment will be made and the remaining 20% will be paid after finishing the borrow pit.

Item	Unit
15.03 Loading:	
(a) Fine gravel	[m ³]
(b) Medium gravel	[m ³]
(c) Coarse gravel	[m ³]
(d) Semi-Dry Compaction	[m ³]
(e) Dry Compaction	[m ³]

The unit of measurement shall be the cubic metre (m³) of loose material loaded onto trucks, measured as the loose volume per truck-load of material transported to the road.

The bid rate shall include full compensation for selecting, removing oversize when loading, and loading of the borrow material onto trucks in the borrow pit.

Item	Unit
15.04 Loading by Excavator:	
(a) Fine gravel	[m ³]
(b) Medium gravel	[m ³]
(c) Coarse gravel	[m ³]
(d) Semi-Dry Compaction	[m ³]
(e) Dry Compaction	[m ³]

No separate payment for stockpiling will be made when using an excavator. The bid rate shall also include finishing off of borrow pits as mentioned under 15.02 including the method of payment. Also refer to clause 1504 (b) referring specifically to the situation where excavators are used to load material.

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The unit of measurement shall be the cubic metre (m³) of loose material loaded onto trucks, measured as the loose volume per truck-load of material transported to the road.

The bid rate shall include full compensation for selecting, removing oversize when loading, and loading of the borrow material onto trucks in the borrow pit.

1600 EARTHWORKS

1601 SCOPE

This section covers the work involved in the preparation or compaction of the roadbed, construction of fills up to the stage where the road is ready for the placing of the wearing course, and provision of cross-drainage in the form of drifts.

1602 ROADBED PREPARATION

As standard practice and measured under item 34.01 (a) Light Blading, all loose material must be removed from the existing surface, including side slopes, before any material be dumped on the road. The same practice must be applied after dumping of material is completed just before processing starts to prevent loose layers between the old and new layer or uneven surfaces after dumping was finished to enhance quality control. If the existing surface was damaged in the process of hauling, such places must first be repaired before material is dumped on it.

The Supervisor will inspect the existing road ahead of the re-gravelling programme and will in writing instruct the Contractor exactly which sections shall receive roadbed treatment and which not. Roadbed preparation may also include limited improvement of the existing vertical and horizontal alignments. An indicative road length over which roadbed preparation will be required is implied in the Schedule of Quantities. The often rapid deterioration of an existing thin wearing course may however result in major changes to the amount of roadbed preparation finally instructed as the project progresses.

Roadbed Preparation shall comprise of Heavy Blading as defined in Clause 34.01 (b) or as Heavy Roadbed Preparation and may include the spraying of water under pay item 16.04 or 17.04 as appropriate.

Under Heavy Blading, the Contractor shall cut out thick layers of material from the road surface to a depth not exceeding 50 mm on average without scarifying the existing in-situ

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remains of the existing wearing course. The Supervisor shall instruct whether the material so removed is to be re-used in the new wearing course, or whether it shall be used to widen the surface or by spreading it over the side slopes.

Heavy Roadbed Preparation shall include the scarifying, watering and compaction of the in-situ gravel or other material to a depth of 150 mm over the entire length of road, or on shorter pre-selected sections. Where borrow material has to be imported, the in-situ roadbed material shall be scarified, and cut to the correct width if required, the necessary imported material placed dry, and the combined material mixed, oversize broken down to remove oversize material, watered and compacted to 150 mm depth over the specified width of the road formation. Compaction shall be done by three (3) complete heavy roller passes, with each pass overlapping the previous pass by 50%. The heavy roller shall be a vibratory roller with a static weight of not less than 15 ton, or a four wheel pneumatic roller with a minimum weight of 25 ton.

In the case of new gravel road construction the roadbed shall be prepared as Heavy Roadbed Preparation by ripping, shaping and compacting the in-situ material to a width of one metre outside the toe of the road formation.

Watering, if so instructed, shall be paid for under pay item 16.04 or pay item 17.04, as applicable.

If the construction of cuttings *or the removal or lowering of sand dunes* on a new road is instructed, it will be done under Day works or at an agreed rate, if not separately allowed for in the Project Specifications.

1603 FILLS

If so instructed, a fill layer shall be imported and constructed on the roadbed, compacted to at least 90% Modified AASHTO density, or 100% in the case of a non-plastic sand fill. No material with a CBR lower than 3% at the specified density shall be used as fill material. Where the roadbed is sand, end tipping and spreading by track dozer of the fill material may be required. Where dry compaction is instructed due to a lack of construction water, the Contractor may be required to proceed at a reduced production rate. Extension of Time will be granted where such an instruction results in a delay.

Fill material shall not contain any rock with a maximum dimension exceeding 100 mm after breaking-down and compaction.

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Construction of high fills, if required, shall be as specified in the Project Specifications or as instructed by the Supervisor.

Where the widening of an existing road is instructed, the widening shall be benched into the existing road pavement and constructed as fill before placing of the wearing course.

1604 DRIFTS

The construction of fill, if any, shall be discontinued where the road crosses a river or water course. The Contractor shall undercut the floor of the water course or riverbed to a depth of 300 mm below the invert level, and construct a wearing course of 300 mm in thickness, as specified on the Drawings. If so instructed the Contractor shall stabilise the floor of the riverbed, and approaches thereto, by adding five percent (5%) ordinary Portland cement, properly mixed into the wearing course before watering and compaction thereof. Payment for adding cement shall be at the nett cost price of the cement, including the cost of delivery to the Site plus ten percent (10%). Payment for excavating and spoiling of material from the riverbed shall be done under Day works.

1605 MEASUREMENT AND PAYMENT

Item	Unit
-------------	-------------

16.01 Roadbed preparation:

Heavy Roadbed

- | | |
|-------------------------|------|
| (a) Roadbed 6.0 m wide | [km] |
| (b) Roadbed 8.0 m wide | [km] |
| (c) Roadbed 8.5 m wide | [km] |
| (d) Roadbed 9.0 m wide | [km] |
| (e) Roadbed 10.0 m wide | |
| [km] | |
| (f) Roadbed 11.0 m wide | |
| [km] | |

34.01 (a) Light blading	[bl-km]
-------------------------	---------

(a) Heavy blading	[bl-km]
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The unit of measurement for item 16.01 Heavy Roadbed shall be the kilometre (km), to the nearest 0.1 kilometre, of roadbed prepared and compacted as specified in Clause 1602 hereof.

The bid rate for item 16.01 Heavy Roadbed shall include full compensation for shaping, scarifying, mixing of in-situ and imported borrow material if required, and preparing and compacting the material as specified.

Payment for importing material for roadbed preparation shall be made under items 16.03(a) and (b).

The unit of measurement for item 34.01 (a) Light Blading shall be the blade-kilometre pass, bladed in accordance with the approved Programme of Works, or as authorized in writing by the Supervisor. No payment for unauthorized work shall be made.

The unit of measurement for item 34.01 (b) Heavy Blading shall be the blade-kilometre pass, bladed in accordance with the approved Programme of Works, or as authorized in writing by the Supervisor. No payment for unauthorized work shall be made.

Item	Unit
16.02 Processing of fill	[m³]

The unit of measurement shall be the cubic metre (m³) of material measured in the compacted fill and shall be computed as 75% of the loose volume of the material transported to the road, as measured in the hauling trucks.

The bid rate shall include full compensation for spreading, processing, watering, mixing, compacting and finishing the fill as specified, and for removing and disposing of up to 5% oversize material.

Item	Unit
16.03 (a) Material transported	[m³]
(b) Hauling of material	[m³-km]

The unit of measurement for item 16.03(a) shall be the loose cubic metre of material (sand, clay or gravel) hauled, and for item 16.03(b), the same volume so hauled multiplied by the hauling distance (m³ - km). The quantity shall be calculated daily, based on the loose volume hauled and the average hauling distance between the centre of the borrow

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pit and the centre of a continuous length of fill or roadbed make-up layer dumped on the road. The volume of material hauled shall be based on clock-printed data.

The bid rate shall include full compensation for transporting the material, off-loading thereof at the point of use, and for the cost to provide and operate the specified dual-clock control system, including the production of printouts. The bid rate shall also allow for the effects the terrain may have on the rate of hauling, such as very mountainous areas.

Item	Unit
16.04 (a) Water transported	[kl]
(b) Hauling of water	[kl-km]

The unit of measurement for item 16.04(a) shall be the kilolitre of water hauled, and for item 16.04(b), the same volume so hauled multiplied by the hauling distance (kl-km). The quantity shall be calculated daily, based on the volume of construction water hauled and the distance between the water source and the centre of the completed and accepted processed material layer.

The bid rates for items (a) and (b) shall include full compensation for loading and transporting the water to the Works and for the spraying thereof on the road.

Where the pumping of water via a quick-coupling pipeline is instructed, payment shall be made under pay items 17.05(a) and (b). Where agreed upon and so instructed, payment for the purchase of water, construction of PVC-lined earth dams and for pumping of water from a borehole, including installation of pumping equipment, shall be made under pay items 17.05 (c), (d) and (e) respectively. Where the drilling of boreholes is instructed, including the installation of casings where so required, payment shall be made under Day works rates and prices.

1700 LAYERWORKS

1701 SCOPE

This section covers the construction or reconstruction of natural gravel wearing course layers and the forming or cleaning of side drains.

1702 MATERIAL

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Gravel material for the wearing course shall be obtained only from approved borrow pits. Borrow material shall be classified as either fine, medium or coarse, as defined in Clause 1504 (b) hereof. If so instructed, clayey or other gravel material shall be mixed into the wearing course gravel to improve the engineering properties of the material.

Where natural gravel does not fully comply with the requirements in respect of maximum size, after having been broken down as determined in Clause 1703 hereof, oversize material shall be removed as specified.

The engineering properties of the wearing course material after compaction on the road shall comply with the quality standards specified in Clause 1207 of the Standard Specifications.

1703 CONSTRUCTION

(a) Breaking-down and Mixing

The wearing course shall be constructed on a properly prepared roadbed or fill layer as specified under Section 1600 hereof.

Before the gravel is compacted, it shall be broken down, if necessary, by grid rolling on the road. Material shall be cut from the gravel tipped on one side of the road, and spread towards the opposite side in thin layers to segregate the coarse material from the finer material. Watering shall only follow after adequate breaking-down of the coarse material. Thorough mixing of the wetted fine and coarse material shall follow by blade-rolling the material over into a windrow on the road, on the opposite side of the tipped gravel. Only then shall the process be repeated with more material cut from the tipped gravel, until all material is properly broken down and evenly mixed to the specified grading and specified uniform moisture content, and placed in a windrow on one side of the road. Any oversize material which cannot be broken down to the required size shall be removed from the road. The Contractor shall be required to do a nominal amount of hand knapping.

Where 'Medium Material' is processed, only 'Normal Gridding' is required, being defined as 4 complete grid roller passes, in which 50% overlaps are required, with a 13 ton to 15 ton grid roller at a speed of at least 12 km per hour. In cases where the material still contains a large percentage (5% to 10%) oversize material after 'Normal Gridding' has been done, the Supervisor may instruct item 17.01 (f) 'Extra-Over Heavy Gridding', which will require another 2 to 4 complete grid roller passes, in which 50% overlaps are required, with a 13 ton to 15 ton grid roller at a speed of at least 12 km per hour. In cases where the material still contains a large percentage (5% to 10%) oversize material after 'Heavy

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Gridding' has been done, the Contractor shall be paid under item 17.01 (c) 'Processing Coarse Gravel'. In the latter case, the payment under item 17.01 (f) 'Extra-Over Heavy Gridding' will fall away.

When mechanical modification of natural gravel is required to improve its engineering properties, it shall be done by mixing materials from different sources on the road. For this purpose the tipped gravel shall first be flattened and spread over the width of the road, the secondary material tipped on one side of the road and spread over the first material, before breaking-down. Mixing of the gravels shall commence as described above. Additional payment will be made for mixing material from different sources, as an extra-over payment.

Where truck turning points for gravel hauling operations are required in thick sand conditions along the road, the Supervisor will instruct the dumping and spreading of twenty one cubic metres (21m³) of loose gravel at sixty metre (60m) intervals for such purpose.

When working in deep sandy areas where truck turning points and back tipping is needed and agreed by the supervisor as described under 17.03 (a) and causes a loss in production of more than 20% as agreed to by both parties at a test section, an additional payment of 20% will be allowed for the quantity of material hauled over that specific part of road.

When working within 15 km measured in a straight line from the coast where erosion of equipment is a risk to the Haulage Contractor and agreed by the supervisor, additional payment of 5% will be allowed for the quantity of material hauled for that specific part of road.

Additional payment will be made only in respect of the cost of importing the gravel under pay items 16.03(a) and (b) and items 17.03(a) and (b).

(b) Compaction

Compaction shall be carried out in a series of continuous operations covering the full width of the gravel layer, until the specified density is obtained, without causing damage to lower layers or structures.

During compaction the wearing course shall be formed to comply with the specified shape, thickness and cross-section of the road, and all holes, ruts and laminations removed. The Contractor will be required to fill up holes on the surface with moist material from the windrow during final compaction.

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Payment for the transporting of water and gravel will be made separately.

(c) Side Drains

Side drains inside the road prism form part of the road cross-section and shall be formed, or re-formed if in existence, and finished before construction of the wearing course is commenced with. Other open drains, banks and dykes shall be formed under Day works.

The dimensions of side drains shall be in accordance with the details of the typical cross-sections shown on the Drawings referred to or included in Section 11000. Material excavated from side drains shall as far as practical be used in adjacent mitre drains and banks, or otherwise disposed of in the road reserve.

(d) Re-compaction

Where the thickness of the existing gravel layer generally exceeds 100 mm and when so instructed by the Supervisor, sections of the road which shall not be less than 100 m in length, shall be re-compacted, with or without the addition of gravel.

Re-compaction shall be carried out and paid for as Heavy Roadbed Preparation, with additional compaction paid under Day-works or at an approved rate. Where a project mainly comprises the re-compaction of the gravel in the existing road pavement, the bid rate for pay item 16.01 must be based on 93% Mod AASHTO density, unless otherwise specified in the Project Specifications.

Where gravel is added on instruction of the Supervisor, the payment for the additional material will be made at bid rates for obtaining and importing the gravel from designated borrow pits. Processing of the additional material will be paid for under pay item 17.01, but with the quantity of material measured as 75% of the loose volume of the material transported to the road under pay item 17.03.

48. (e) Purchase Construction Water

Water for construction shall be purchased from a supplier nominated by the Supervisor at a rate determined by the Employer or Supervisor.

The Supervisor shall identify the water source for a section of road and instruct the purchase price, if applicable, in time for the Contractor to make the necessary arrangements for the procurement thereof. These arrangements will include the preparation and signing of a purchase agreement with the owner of the water at the

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instructed rate, as well as the measures required for the pumping and/or loading and hauling of the water to the point of use on the road.

Payment for water purchased and paid by the Contractor shall be made on a Day work basis, against a Provisional Sum allowed for in the Schedule of Quantities.

(f) Insufficient Construction Water

In cases where there is insufficient construction water available to achieve the optimum moisture content with respect to the normal production output of 1,000 compacted cubic metres of processed gravel per day per re-gravelling unit, or where the haul distance of the water exceeds 15 km, the Supervisor may instruct the Contractor to procure additional water points, for example by drilling additional boreholes on Day works. Alternatively, in cases where no such additional water can be found economically, the Supervisor may instruct the Contractor to process the full day's production at less than optimum moisture content (i.e. Semi Dry Compaction), or to do Dry Compaction, provided that the material is suitable for this type of processing. ***In cases where Semi Dry or Dry Compaction techniques cannot be employed, the Supervisor may instruct the Contractor to utilise the available water by processing the gravel at optimum moisture content, thereby reducing the relevant production target. In the latter cases the Contractor shall be entitled to re-negotiate the relevant Bid Rates, based on the results of a Test Section.***

1704 MEASUREMENT AND PAYMENT

Item	Unit
17.01 Processing of gravel:	
(a) Fine gravel	[m ³]
(b) Medium gravel	[m ³]
(c) Coarse gravel	[m ³]
(d) Semi-Dry Compaction	[m ³]
(e) Dry Compaction	[m ³]
(f) Extra-over Heavy Gridding	[m ³]

The unit of measurement shall be the cubic metre (m³) of compacted wearing course. The quantity shall be calculated from the authorised dimensions of the completed layer, per class of material, reduced by 20% in cases of reduced payment in terms of Section 1207 hereof. The authorised dimension in respect of road width shall, unless otherwise instructed by the Supervisor, be taken as the distance between shoulder

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breakpoints plus 0.5 m along each side of the road to allow for shoulders, side-slopes and material for future blading maintenance operations.

The bid rate for item 17.01 (d) 'Semi-Dry Compaction' shall include full compensation for processing of gravel layers at less than optimum moisture content, provided that the material is found to be suitable for this type of processing during a test section, as instructed by the Supervisor, and on condition that there will be no guarantee period for this type of processing. The method of processing to be used must be agreed and approved by the Supervisor during a test section.

The bid rate for item 17.01 (e) 'Dry Compaction' shall include full compensation for processing of gravel layers without the addition of any construction water, provided that the material is found to be suitable for this type of processing during a test section, as instructed by the Supervisor, and on condition that there will be no guarantee period for this type of processing. The method of processing to be used must be agreed and approved by the Supervisor during a test section.

The bid rate for item 17.01 (f) 'Heavy Gridding' shall include full compensation as extra-over item 17.01 (b) 'Processing Medium Gravel', for all additional work involved to provide heavy grid rolling, as instructed by the Supervisor.

The bid rates shall include full compensation for spreading, breaking down, watering, mixing and compacting the material, disposal of up to 5% by volume of oversize material, the protection and maintenance of the layer and the conducting of control tests, all as specified.

Item	Unit
17.02 Mechanical modification (Extra-over authorised layer)	[m³]

The unit of measurement shall be the cubic metre (m³) of compacted wearing course. The quantity shall be calculated from the authorised dimensions of the completed wearing course.

The bid rate shall include full compensation as extra-over item 17.01, for all additional work involved to mix the materials over the full width and depth into a homogeneous material, ready for processing as specified.

Item	Unit
17.03 (a) Gravel transported	[m³]

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(b) Hauling of gravel**[m³-km]**

The unit of measurement for item 17.03(a) shall be the loose cubic metre (m³) of material hauled, and for item 17.03(b), the same volume so hauled multiplied by the hauling distance (m³- km). The quantity shall be calculated daily, based on the loose volume hauled and the average hauling distance between the centre of the borrow pit and the centre of the length of wearing course dumped on the road. The volume of material hauled shall be based on clock-printed data.

The bid rates shall include full compensation for transporting the gravel, including off-loading thereof at the point of use, and for the cost to provide and operate the specified dual-clock control system, including the production of printouts. The bid rate shall also allow for the effects the terrain may have on the rate of hauling.

Item	Unit
17.04 (a) Water transported	[kl]
(b) Hauling of water	[kl-km]

The unit of measurement for item 17.04(a) shall be the kilolitre [kl] of water hauled, and for item 17.04(b), the same volume so hauled multiplied by the hauling distance (kl-km). The quantity shall be calculated daily, based on the volume of construction water hauled and the distance between the water source and the centre of the completed and accepted processed gravel layer.

The bid rates for items 17.04 (a) and (b) shall include full compensation for loading and transporting the water to the Works and for the spraying thereof on the road. In the event that a labourer is needed at the pumping of water site, such a labourer will be paid for under Day works.

Item	Unit
17.05 (a) Water transported (pipeline)	[kl]
(b) Pumping of water (pipeline)	[kl-km]
(c) Purchase water	[prov
sum]	
(e) Pump water from borehole	
[kl]	

The unit of measurement for item 17.05(a) shall be the kilolitre (kl) of water pumped, and for item 17.05(b) the length of actual quick-coupling pipeline in use, measured in kilometre

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distance to 0.1 km, multiplied by the volume of water in item 17.05 (a) above, shall be (kl-km). The unit of measurement for item (e) shall be the quantity of water pumped measured in kilolitre (kl).

The bid rate for 17.05(a) and (b) shall include full compensation for the supplying and laying of the pipeline along the agreed route, installation of all pumps, fittings and ancillaries required and for all operational costs to contain and pump water to a reservoir closer to the road under construction, as instructed by the Supervisor.

Payment under item (c) shall be made as for materials under Dayworks, as specified under Section 1703(d). The bid rate for item (e) shall include full compensation for installing pipes, cylinder, pump, engine and all accessories required to pump water from a borehole, and for the cost to pump water.

Item	Unit
17.06 Construct dam	
(a) Type A: Size at least 150kl	[No]
(b) Type B: Size at least 80kl	[No]

The unit of measurement for item 17.06 (a) and (b) shall be the number (No) of dams constructed to specification after the consent of the Supervisor has been obtained.

The rate bid under item 17.06 (a) and (b) shall include full compensation to construct a temporary earth dam by forming the walls of the dam by a D7 dozer (or similar), or an excavator, or a loader, using the in-situ material from normal ground level, from inside towards outside. The walls must be trimmed to be about 1.5 to 2 m wide for the dam liner to rest on and be secured (hold in place) by means of stones or other heavy enough items to prevent wind to blow it into the dam.

In hard stony surfaces, the material to construct the walls can be dumped by trucks and formed by loader or dozer to the wall specified above.

The dam must be lined with a 0.150 mm PVC lining. The rate shall also include full compensation to erect a fence around the dam, as well as to protect, maintain and remove the dam, the latter unless otherwise instructed by the Supervisor and the owner of the land.

1750 SALT-GRAVEL ROAD CONSTRUCTION AND MAINTENANCE

1751 Scope of Work

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This section covers the construction and maintenance of the salt-gravel wearing course of roads in the mist belt along the west coast of Namibia.

Historical Background

The construction of 'salt roads' along the Namibian West Coastline started in the late forties. They were constructed to overcome problems created by the sandy nature of the terrain. Initially, the salt/clay mixture which was freely available was used only for repairing the impassable sandy sections of the road. This maintenance operation, which provided a stable riding surface and proved to be successful, resulted in the formation of a Salt Road Maintenance Unit (SMU). Consequently, beginning in the late fifties, a serious construction of high standard salt-gravel road between Swakopmund and Henties Bay commenced.

The trial and error, as well as laboratory investigations showed that the salt stabilised surface lasts better when applied to the gypsum gravel found along the coast. The gypsum was formed naturally from seawater evaporating under the dry Namibian conditions. The gypsum crystals provide a measure of coarseness or grading to the sandy soil, which adds to its strength under wet conditions. Consequently, when properly constructed the salt road pavement remains relatively strong.

Thus was a humble beginning of salt roads in Namibia.



Picture 1: M0044, through a salt pan

Location and Spread

Today there are 330 km of salt-gravel roads which are part of the national roads network. All of these roads are mostly within the sight of the coastline within the so called '**mist belt**'. *(It is an established fact that the misty conditions, which are a result of the prevailing cold south-westerly winds from the Atlantic Ocean meeting the warm inland desert zone*

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– mostly at night and early mornings – is the mainstay of the exceptional performances and riding quality of the salt-gravel roads).

The salt-gravel roads spans from Walvis Bay through Swakopmund, northward to the Ugab, Huab and Koigab River towards Torra Bay. The roads are numbered D1986, D 1983, M0052, D2301 and D2302. Also short sections of salt roads do exist on M0043 (Henties Bay – Usakos).

CONSTRUCTION AND MAINTENANCE

1752 Materials

Although the salt-gravel road is in effect a gravel road constructed with brine, the success of the salt-gravel road wearing course depends on material qualities selected within limits which are much stricter than those applicable to a normal gravel road wearing course.

Materials required for roadbed and fill are no different from that used in normal gravel roads.

For the wearing course gravels with a high gypsum content shall be selected. Wearing course material performs better if not too coarse. Both the fineness of the gravel, as measured in terms of percentage passing the 0.075 mm sieve, and plasticity, as defined by the plasticity index are important determinants of gravel-salt wearing course performance. Soluble salt content, however is the single most important property. At least one of the two mentioned properties, the percentage passing 0.075 mm sieve and plasticity index, and the soluble salt content shall comply with the requirements specified below.

Sea water or fresh water may be used for the construction of the fill, but the wearing course shall be constructed with brine with a soluble salt content not less than that specified below.

1753 Standards

The quality standards which shall apply in the construction of a salt-gravel road are as follows:

QUALITY INDICATOR	SPECIFIED LIMIT	LIMIT AT * 80% PAYMENT
Gravel Quality** :		

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QUALITY INDICATOR	SPECIFIED LIMIT	LIMIT AT * 80% PAYMENT
● Plasticity Index	Min 4% if salt >2.0%	N/A
	Min 10% if salt <2,0%	N/A
● % passing 0,075 mm sieve	min 15%	N/A
● Soluble Salt Content %		
- In gravel	Min 1,5%	N/A
- In Brine : For top 50 mm	Min 18%	N/A
For lower 100 mm	Min 8%	N/A
● Gypsum Content	Min 10%	N/A
Grading and Compaction :		Unless otherwise approved:
● Maximum size	26,5 mm	37 mm
● Density	minimum : 93% Mod AASHTO	minimum : 92% Mod AASHTO
● Moisture content	6% to 20% (indicative)***	
Geometry:		
● Thickness	150 mm ± 10 mm	150 mm - 20 mm
- Width	As specified ± 75 mm	As specified - 200 mm
- Camber:	3% ± 0,5%	3% - 1,0%

* 80% payment refers to Pay Item 17.01. The Contractor may alternatively correct the non-compliance.

** Although the Supervisor will identify borrow pits, the Contractor shall endeavour to avoid material which does not comply with the gravel quality standard.

*** Will be defined by Employer

Note: The Supervisor reserves to right to deviate from the above specification as per the table if circumstances so demand e.g. if the water source is uneconomic far or there is no suitable material available.

1754 Heavy Salt Road Maintenance

Construction of the roadbed and fill shall be done as for normal gravel roads.

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In the construction of the salt-gravel wearing course no oversize gypsum material shall be removed, but broken down before watering. Watering shall only commence once the gypsum material has been properly mixed into the gravel layer. Brine shall be used throughout the compaction of the wearing course, but a lower soluble salt content will be required for the lower two-thirds of the layer, as specified. Brine shall not be used sparingly to ensure a maximum salt content in the wearing course layer, and especially in the top 50 mm layer.

The top 50 mm of the layer shall be compacted by using an eight/nine wheel pneumatic roller weighing at least 25 ton. The high salt content brine, as specified, shall be applied in a slushing (water-rolling) operation. The final cut to a maximum depth of 10 mm of the layer, to remove surplus clayey material, shall be done with a grader once the material has dried out enough to prevent the forming of wheel tracks on the surface.

1755 Light Salt Road Maintenance

Annual ripping and re-compacting of the existing salt-gravel layer will be required, or in between when the surface is damaged by rains, at sections of the road where surface damages such as corrugations, ravelling and potholing occurred. The Supervisor will determine which sections shall be ripped and re-compacted in accordance with the specifications described in Section 1754 above.

On the sections where little or no surface damage occur, as will be identified and instructed by the Supervisor, the road surface shall be treated as follows:

(a) Apply enough brine, with a salt content as specified for the top 50 mm, in the late afternoon to saturate the top 20 mm of the existing wearing course. Ensure that the side slope are also watered.

(b) Remove the fines and sand from the surface the next morning, by cutting to a depth of between 10 mm to 20 mm from the surface and spoil this material at least two blade-widths outside the shoulder breakpoints lines.

(c) Complete the final cut on the surface, add one application of brine and compact with a heavy pneumatic roller as specified in Section 1754.

(d) Apply two applications of brine, as specified for the top 50 mm, during the following two days.

1756 Measurement and Payment

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Item	Unit
16.05 Salt Road Surface Maintenance	
(a) Road 8 m wide	
(i) Light Salt Road Maintenance [km]	
(ii) Heavy Salt Road Maintenance [km]	
(iii) Extra over: additional grader cuts	[km]
(b) Road 10 m wide	
(i) Light Salt Road Maintenance [km]	
(ii) Heavy Salt Road Maintenance [km]	
(iii) Extra over: additional grader cuts	[km]

The unit of measurement for sub-item 16.05 (a) (i) and 16.05 (b) (i) shall be the kilometre (km), to the nearest 0.1 kilometre, of roadbed prepared and compacted as specified in Clause 1755 hereof.

The bid rate for sub-item 16.05 (a) (ii) and 16.05 (b) (ii) shall include full compensation for shaping, scarifying, mixing of in-situ and imported borrow material if required, and preparing and compacting the material as specified in Clause 1754 hereof.

Payment for importing material for roadbed preparation shall be made under items 16.03(a) and (b).

The unit of measurement for sub-item 16.05 (a) (iii) and 16.05 (b) (iii) shall be the kilometre (km), to the nearest 0.1 kilometre, of road width bladed at a blading speed not exceeding 45 bl.km /day.

1800 FINISHING OF THE ROAD RESERVE

1801 SCOPE

INITIALS_____

This section covers the final finishing and cleaning up of the road and road verges after construction, re-gravelling or re-compaction of the road pavement.

This section does not include the clearing, trimming and finishing required under Section 1400: Clearing and Grubbing, Section 1500: Borrow Materials, Section 1600: Earthworks and Section 1700: Layer works.

1802 FINISHING THE ROAD AND ROAD RESERVE

Finishing of the road reserve will commence after completion of all other activities specified in the Contract.

After completion of the wearing course, the road and road reserve shall be cleared of all excess earth, stones, boulders, debris and other waste material which resulted from the construction of the Works.

Culvert barrels, inlets and outlets, and open drains shall be cleared from debris, soil, silt and other material. Construction of mitre drains, banks and dykes shall be done under Dayworks.

The road and road reserve, all junctions, intersections, rest places, bus-stops and other elements of the Works shall be neatly finished off. Finishing of the road reserve shall include the number of grader blade passes of Heavy Blading bid under Pay Item 18.01. In cases where additional grader passes are instructed (i.e. over and above those specified under item 18.01), these shall be paid separately.

Existing road signs shall be cleaned and basic repairs carried out, which could otherwise become a safety hazard, ***shall be carried out on Day-works. Guide blocks which were removed shall be replaced on Day-works. Where instructed, new Guide blocks shall be installed and claimed under Day-works.*** The Supervisor shall be informed by the Contractor of elements outside the scope of the Works, which are in need of major repairs.

1803 TREATING OF OLD ROADS

All old roads, diversions, haul roads and construction roads shall, in so far as is practicable, be levelled with the original ground. Unless otherwise instructed by the Supervisor, compacted temporary surfaces shall be scarified over the full width thereof, to a depth of 150 mm, to promote re-growth of vegetation.

Where instructed by the Supervisor, in order to prevent soil erosion, mitre banks, mitre drains and other open drains and ditches shall be constructed over the old roads, as well as in and next to the road reserve, to the dimensions ordered by the Supervisor.

INITIALS _____

All temporary roads and diversions treated as above, shall be left in a neat and tidy state.

Work instructed under this Clause shall be paid for under Day works.

1804 MEASUREMENT AND PAYMENT

Item	Unit
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18.01 Finishing the road reserve

(a) 6 blade width	[km]
(b) 12 blade width	[km]
(c) 20 blade width	[km]

The unit of measurement shall be the kilometre (km) of road measured to the nearest 0.1 km along the road centre line, with distinction made between various blade widths. No separate payment shall be made for any ancillary finishing work in the road reserve.

The bid rate shall include full compensation for clearing excluding clearing of vegetation, trimming as in heavy blading, disposing of material in worked-out borrow pits, tidying and all other work to be done for finishing off the road and road reserve as specified.

1900 SPOT GRAVELLING

1901 SCOPE

This section covers the re-gravelling of identified short sections of a certain road only, without re-gravelling the remainder of that road, and does include all the activities listed under Section 1400: Clearing and Grubbing, Section 1500: Borrowing of Materials, Section 1600: Earthworks, Section 1700: Layer works and Section 1800: Finishing of the Road Reserve.

INITIALS _____

1902 INITIAL CAMP ESTABLISHMENT

The initial establishment of all labour, plant and materials on Site is the responsibility of the Contractor. The main camp site shall in general be located close to the Works. Additional mobile camp sites in or adjacent to the road reserve of the roads to be maintained by the Contractor shall be established to ensure a minimum of time spent in travelling between operations. For camp sites on private property, prior approval in writing shall be obtained from the owner of the property and submitted to the Supervisor.

1903 SPOT GRAVELLING

Spot Graveling will be instructed by the Supervisor wherever required in order to re-gravel identified short sections of certain roads, without re-graveling the remainder of those roads. It will be required by the Contractor to initially establish his camp in such a way that a number of roads can be dealt with from the same camp site. The objective of Spot Graveling is to extend the useful life of a number of roads by re-graveling the worst portions of each road only, i.e. without having to re-gravel the remainder of each road.

Bidders will be required to attend a compulsory site inspection at each road where Spot Graveling must be done in order to verify the information on the respective line diagrams. The exact positions and lengths of Spot Graveling sections to be done on each road, as well as sections of Heavy Roadbed, will be indicated clearly on the respective line diagrams. This will enable the Contractor to plan the various Roadbed and Spot Graveling activities in advance in order to maximise the utilisation of resources.

It is the responsibility of the Contractor to determine at bid stage what the exact site conditions are on each road, with respect to availability of suitable gravel and water needed for construction, and to make sufficient allowances in the relevant bid rates.

INITIALS _____

1904 MEASUREMENT AND PAYMENT

Item		Unit
-------------	--	-------------

19.01	Initial Camp Establishment	
	[sum]	

Payment for the initial establishment of a **separate** campsite for Spot Graveling will be paid for on a lump sum basis and such payment shall cover all costs of providing accommodation, shelter and other facilities. The total amount bid for item 19.01 'Initial Camp Establishment' shall be limited to 5% of the total amount bid for under item 19.03 'Spot Graveling'.

80% of the lump sum shall become due when the initial establishment has been completed and the balance of 20% on completion of the Works, after de-establishment and with the consent of the owner of the property on which the campsite is / was located.

Item		Unit
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19.02	General:	
--------------	-----------------	--

Re-establishment:

- | | | |
|-----|-----------------------------------|----------|
| (a) | Moving of unit up to 75 km | [number] |
| (b) | Moving of unit in excess of 75 km | [km] |
| (c) | Moving of site camp | [number] |

The bid rate for Re-establishment under Sub-item 19.02(a) shall include full compensation for all costs involved to move the entire spot gravel unit, including site camp, to a new camp site over a maximum distance of 75 km. For a distance in excess of 75 km the Contractor will be compensated at an all-inclusive extra-over rate for the additional distance under the rate bid under Sub-item 139.02 (b). No instruction shall be given and no payment shall be made for the moving of site camps over a distance less than 30 km.

The bid rate under Sub-item 19.02 (c) shall include full compensation for all the Contractor's costs to only move his site camp, without the heavy equipment at the work-front, to a new camp site. The bid rate shall include the costs to remove everything the Contractor has brought to the camp site.

INITIALS _____

The Contractor's charges to maintain his site organisation, accommodation and plant on Site, the removal thereof when moving to a new camp site, cleaning of the camp site to the satisfaction of the landowner and costs in respect of general site and office overheads, profit, financing costs, risks and legal and contractual obligations of a preliminary or general nature, shall not be paid separately and shall be included in his rates bid under the pay items included in the Schedule of Quantities.

Payment will also not be made separately for accommodation of traffic and the Contractor shall include the cost thereof in the rates bid under the pay items in the Schedule of Quantities. Where the construction and maintenance of a deviation is instructed in writing by the Supervisor, payment shall be made at the rates bid under the relevant pay items of these Specifications or at Daywork rates.

Item	Unit
19.03 Spot Gravelling	
(a) Section Length up to 250m	[m ³]
(b) Section Length 250m to 1000m	[m ³]
(c) Section Length more than 1000m	[m ³]

The unit of measurement shall be the cubic metre (m³) of compacted fill or wearing course, as the case may be. The quantity shall be calculated from the authorised dimensions of the completed layer, per each specified section of road. The authorised dimension in respect of road width shall, unless otherwise instructed by the Supervisor, be taken as the distance between shoulder breakpoints plus 0.5 m along each side of the road to allow for shoulders, side-slopes and material for future blading maintenance operations. Depending on the specific conditions (e.g. haul distances and types of materials) prevailing on each of the specified roads, different bid rates may be applicable to different roads.

The bid rates shall include full compensation for stockpiling the material, loading and transporting the material up to a free-haul distance of 5km, the procurement of water, the transportation of water up to a free-haul distance of 10km, spreading, breaking down, watering, mixing and compacting the material, disposal of up to 5% by volume of oversize material, the protection and maintenance of the layer and the conducting of control tests, and the finishing of road reserve, all as specified.

INITIALS _____

The minimum length of a section to be spot-gravelled under item 19.03 shall be 200m. Spot-gravel sections that are shorter than 200m shall be paid for under Day-works.

The initial camp establishment, the moving of camp sites, the hauling of gravel in excess of 5km, the hauling of water in excess of 10km, the construction of heavy roadbed, the procurement and transport of water for roadbed, and the carrying out of light and heavy blading will be instructed separately and paid for under the relevant items.

Item	Unit
19.04 Extra-over for hauling gravel in excess of 5km km]	[m³ -

The unit of measurement shall be the cubic metre kilometre (m³- km), being the volume of compacted wearing course multiplied by the hauling distance hauled in excess of 5km. The quantity shall be calculated daily, based on the compacted volume hauled in excess of 5km and the average hauling distance between the centre of the borrow pit and the centre of the length of wearing course dumped on the road, less 5km free haul. This item is extra-over item 19.03 Spot Graveling.

Item	Unit
19.05 Extra-over for hauling water in excess of 10km km]	[kl-

The unit of measurement shall be the kilolitre kilometre (kl-km), being the volume of water hauled multiplied by the hauling distance in excess of 10km. The quantity shall be calculated daily, based on the volume of construction water hauled in excess of 10km and the distance between the water source and the centre of the completed and accepted processed gravel layer, less 10km free haul. This item is extra-over item 19.03 Spot Graveling.

1950 DAYWORKS

Work under Day-works will be required for various activities which are difficult to measure or which are not frequently done, as specified in these Specifications. Only work **ordered in writing** by the Supervisor shall be carried out on a day work basis.

INITIALS _____

Bidding for Day-works shall be done in accordance with the requirements of Section 7000.

Work carried out under Day-works will typically comprise of any of the following:

- i. Removal or re-alignment of services.
- ii. Prospecting for gravel.
- iii. Trimming and finishing of old borrow pits, old roads and diversions.
- iv. Removal and re-planting of plant species.
- v. Removal of material resulting from clearing and grubbing.
- vi. Stockpiling of gravel for routine maintenance.
- vii. Adding cement to stabilise approaches to structures and in riverbeds.
- viii. Additional grid rolling or compaction.
- ix. Construction of banks and drains other than side-drains.
- x. Dealing with wash ways except for work done under standardised pay items.
- xi. Heavy blading to accommodate traffic in cases of thick sand in the road reserve, for the removal of excessive sand and for moving back the sand at completion of the gravel layer.
- xii. **Training and Remuneration of Graduate Engineer.**
- xiii. ***In cases where the Contractor is required to move to a new project (not listed in the Schedule of Quantities) the cost of establishing the initial camp (measured from the actual point of departure of the Unit) as well as the cost of de-establishment at the end, must be paid for on a Day-works basis.***

INITIALS _____

STANDARD SPECIFICATIONS

SECTION 7000

DAYWORKS

7100 PREAMBLE TO THE STANDARD SPECIFICATIONS

7101 SCOPE

Section 7 000 covers the evaluation and method of measurement and payment for work carried out on a Day works basis, which includes both on-road and off-road activities, mostly within the road reserve of proclaimed roads

7102 DEFINITIONS

Definitions of words or phrases in the General Conditions of Contract are not repeated in the Standard Specifications. Definitions included in Sections 1000 to 6000 are also applicable to Section 7000.

7103 GENERAL REQUIREMENTS

The works to be executed under this section will be Day works. The Supervisor of the Roads Authority will issue instructions to the extent and particulars of the Day-works at each location. The contractor must ensure that a competent operator and/or foreman are at hand, who will receive and confirm the instructions issued by the Supervisor. The foreman/operator must have knowledge of salt road construction and maintenance in order to understand the instructions issued by the Supervisor. The foreman/operator is to ensure that the required results and quality of works are achieved. The contractor must confirm in writing that the foreman/operator is authorized to receive instructions from the Supervisor.

Only work ordered in writing by the Supervisor to be executed as Day works shall be measured and paid for at the rates bid in the Schedule of Quantities.

The Contractor shall keep and submit records of the work performed in accordance with the requirements of this Contract.

7200 SITE SUPERVISION AND QUALITY CONTROL

The Contractor shall ensure that his site supervision is adequate to regulate and control the Works, to meet the specified minimum quality and

INITIALS_____

production standards. In cases where less personnel than that offered in the Contract is made available on Site, including supervisory staff, the Employer may reduce payment under the appropriate bid rates.

7300 GENERAL

7301 ESTABLISHMENT ON SITE

The arrangement and establishment of all labour, plant and materials on Site is the responsibility of the Contractor. The main camp site shall in general be located close to the Works. Additional mobile camp sites in or adjacent to the road reserve of the roads to be maintained by the Contractor shall be established to ensure a minimum of time spent in travelling between daily operations.

For camp sites on private property, prior approval in writing shall be obtained from the owner of the property and submitted to the Supervisor.

7302 ACCOMMODATION OF TRAFFIC

The Works shall be undertaken in a manner which will reduce the interference with public traffic to the minimum, consistent with established road maintenance practice. Although inconvenience to road users will be inevitable, the Contractor must ensure that road users have continuous access on, and to, a public road. In all dealings with the travelling public, the Contractor and his personnel shall handle any complaint with deliberate tact, courtesy and understanding.

Temporary road traffic warning signs shall be used during all road maintenance operations as specified in the Drawings included in Part 7 hereof. The Contractor shall provide and maintain the specified regulatory and warning [and danger] signs and will be responsible for general traffic control measures required to promote the safe and easy flow of traffic. He shall also ensure that the rotating amber hazard light on top of the cab of the construction machinery functions properly while the work is being carried out.

No separate payment will be made for accommodation of traffic and the Contractor shall include in his rates under the relevant Pay Items included in Section 7000, all costs involved to ensure reasonable convenience and safety to the public, all as specified in these Specifications.

Should the Contractor neglect to apply the road traffic safety measures specified, the Supervisor may, if he is of the opinion that traffic safety is at risk, temporarily stop the Works until the Contractor complies with the specifications.

7303 RELOCATION OF CONTRACTOR'S MAIN CAMP

INITIALS _____

The Employer may instruct the Contractor to transfer a construction machine or a group of construction machines to a new location within, or out of, a Region. Where the main camp need to be re-established and moved to a site over a distance exceeding fifty (50) kilometres, the Contractor shall be compensated for the additional distance at Day work rates, for his plant and labour costs.

The route to be followed and whether a low-bed would be required shall be agreed upon when the transfer instruction is given. No payment for non-productive machine standing time will be made.

7304 ENVIRONMENT

The Contractor shall be conscious of the impacts road construction and maintenance activities can, and normally do, have on the natural environment and shall at all times arrange his operations so that these impacts are reduced to a minimum.

No bitumen, oil, batteries, filters or any other toxic substances shall be buried in borrow pits or at camp sites.

7305 FINISHING OF ROAD RESERVE

After the contractor has completed the day works at any location he shall ensure that the road is clear of any undesirable material and material placed in the road reserve does not pose an unreasonable danger to public traffic. Furthermore the contractor shall ensure that the material removed does not fall back into the position of its removal. The ruling by the Supervisor shall be final.

Measurement and payment for clearing the working site of any undesirable material and ensuring that the material placed in the road reserve does not pose an unreasonable danger to public traffic will be under day works. No payment will be made for double handling, if the materials were placed in a position, which was not authorized by the Supervisor and must be moved to a new location. Finishing works that require plant will be paid under day works. Unnecessary spoil, ineffective work or work executed that was not required will not be paid for.

7306 MEASUREMENT AND PAYMENT

Payment will **not** be made separately for the Contractor's site establishment, supervision, movement of camp within 50 km and accommodation of traffic, and the Contractor shall include the cost thereof in the relevant Day-works rates bid for under Section 7000.

INITIALS _____

7400 DAYWORKS**7401 SPECIFIC MAINTENANCE UNITS / TEAMS**

Although the road maintenance activities will in general be done under the standard production items, the Contractor may be **instructed in writing** to carry out certain infrequent activities on Day works.

7402 LABOUR

The bid rates for labour to be included as Day works charges shall include the salaries and wages of gangers or charge hands working with their gangs as well as the costs of the time of any the foremen or supervisors who might be required.

The rates bid for labour shall include for the actual cost of salaries and wages, all overhead charges, profit, liabilities, obligations, risks and incidentals for all workmen to execute work by day works.

Day works for labour will only be paid for such operations and hours as agreed in writing by the Supervisor prior to the engagement of labourers on works.

7403 PLANT

The hourly rate bid shall constitute the Day works rate for the plant and will be deemed to include all costs for plant, operators, consumable, stores, fuel, maintenance, depreciation, ground-engaging tools and all other incidentals necessary to operate the plant for the purposes for which it was designed.

Failure on the part of the Contractor to state in the Schedule of Quantities the plant on which his bid is based, shall be considered as a firm agreement on the part of the Contractor that he waives all rights to distinguish between the different types and capacities of plant falling within the description and/or category given, and the Supervisor shall have the right to call upon the Contractor to supply any such plant to the site and perform the work as directed by him at the particular bid rate.

Sixty percent (60 %) of the hourly rate bid or agreed will be paid in respect of plant which is being employed for day works, but standing idle on the specific instructions of the Supervisor, as full compensation for idle costs of day works plant. Non-working hours for any reason shall not be measured for payment.

INITIALS _____

All plant engaged on the sites under day works shall have hour meters. The hour meters shall be submitted to the representative of the Roads Authority the following day for verification and approval. No payment for Day works will be made on claims where the verification and approval of the representative of the Roads Authority are missing.

A day works hour shall be sixty (60) minutes. Any time recording device, which measures the hour as less than sixty minutes shall be corrected by a correction factor. All hour meters must be tested for correctness.

7404 MATERIALS

The net cost price of materials (exclusive of VAT) actually delivered to the site to be included as day work charges shall include the costs of delivery to the usual points at which materials are received on the site. It is not envisaged that any materials for the permanent works are required on this project.

Fifteen percent (15%) will be paid as an on-cost on the net cost price of materials and shall include for all handling, overheads, profit, liabilities, obligations, risks, incidentals and other on-costs for the supply, delivery and distribution of material for day works to the individual site(s) where day work is in progress.

7405 MEASUREMENT AND PAYMENT

Item	Unit
70.01 Day-works per each defined road maintenance unit, as indicated [hour]	

The unit of measurement for Day works shall be the hour worked by each respective road maintenance unit (or team) in accordance with the approved Program of Works, or as authorised in writing by the Supervisor. No payment for unauthorised work shall be made.

7406 MEASUREMENT AND PAYMENT

Item	Unit
71.01 Labour (Description of Employee/Designation/Skill, as indicated) [hour]	

The unit of measurement shall be the hour of time worked by the particular employee on the designated work on instruction by the Supervisor.

INITIALS _____

The day works rates submitted for labour in the Schedule of Quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Supervisor.

The rates shall be for normal working hours and no overtime will be paid under this contract.

The bid rates shall include full compensation for all costs for salaries and wages, use and maintenance of tools and equipment, holidays with pay and financial charges of any description incurred by the Contractor and his subcontractors as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads, profit, establishment, obligations, risks and any other emoluments and incidentals necessary for labour to execute work as day works.

7407 MEASUREMENT AND PAYMENT

Item	Unit
71.02 Plant (Description of Plant Item, as indicated)	[hour]

The unit of measurement shall be the hour actually worked by each item of plant (vehicle, machine or equipment) on the designated work on instruction by the Supervisor.

The Contractor and the Supervisor will agree on the method of recording the working hours prior to the commencement of work. Any long period of idling at any one time that in the opinion of the Supervisor or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason – like servicing the plant, breakdowns, etc - shall not be measured for payment.

The bid rates include full compensation for furnishing and using the plant, including the cost of plant operators, consumable stores, fuel, ground-engaging tools, repairs and maintenance, overheads, profit, establishment, and for all other incidentals necessary to execute the authorized day works as specified.

Where there is ambiguity between the power developed at the flywheel and mass of machine, the power shall govern the measurement category.

Bidders who are offering different plant for the day works must provide the following information in Form D: Schedule of Constructional Plant:

- Make & model

INITIALS _____

- Mass in kg
- Power in kW
- Year of manufacture
- Working hours to date
- Latest service certificate by agent (these documents must be attached separately)

In addition, Bidders who wish to satisfy the requirements for utilising SME's should also indicate whether the particular plant item will be operated by the Main Contractor, ABE SME's or other SME's.

INITIALS_____

Section V - Part B: Project Specification

INITIALS_____

PROJECT SPECIFICATIONS

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PART A

- A.1 PREFACE TO PROJECT SPECIFICATIONS**
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PART B

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- PS1200 CONTRACTUAL MATTERS**
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- PS4205 ENVIRONMENT**
- PS3200 ROADS ORDINANCE**

INITIALS_____

PART A

A.1 PREFACE TO PROJECT SPECIFICATIONS

The clauses of the project Specifications are amending, clarifying or adding to the clauses of the Standard Specifications and are not replacing the said clauses unless otherwise indicated.

The Project Specifications have priority over the Standard Specifications.

In numbering the clauses of the Project Specifications the prefix “PS” is used with the clause number of the Standard Specifications, while retaining the relevant heading. Where new or unrelated specifications are introduced the prefix “APS” is followed by a number following the last number of a section or sub-section of the Standard Specifications and appropriate headings.

A.2 PROJECT AMENDMENTS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

PS 4101 SCOPE

The Works shall consist of Spot gravelling road works on identified Salt Roads at or near the coast, Maintenance works and Day works, as instructed, and Repair works on road furniture, as instructed.

INITIALS_____

PART B

B.1 PREFACE TO PROJECT SPECIFICATIONS

The clauses of the Project Specifications are amending, clarifying or adding to the clauses of the Standard Specifications and are not replacing the said clauses unless otherwise indicated.

The Project Specifications have priority over the Standard Specifications.

In numbering the clauses of the Project Specifications the prefix “PS” is used with the clause number of the Standard Specifications, while retaining the relevant heading. Where new or unrelated specifications are introduced the prefix “PS” is followed by a number following the last number of a section or sub-section of the Standard Specifications and appropriate headings.

PS1200 CONTRACTUAL MATTERS

PS1200.1 FAIR AND REASONABLE CONTRACT

The Bid Prices and Production Targets must be calculated on the general assumption that normal and reasonable conditions will be encountered on site. This means that the agreed Bid Prices must not be loaded in any way to safeguard the Contractor against undue risk.

PS1200.2 MECHANISM FOR NEGOTIATION

In cases where extreme conditions are encountered on site (i.e. where it will clearly not be possible for the Contractor to achieve the bid Production Targets) a process of negotiations should take place in terms of the Contract as follows:

- Test Sections should be conducted on site to determine a Reasonable Rate / Production Target under the prevailing site conditions. Representatives of both parties (plus the laboratory if necessary) must be present at the Test Section.
- A careful analysis of the results of the Test Section (i.e. Cost, Quality, Time) must be done and approved by both parties. This analysis must then be compared with the Bid Calculations and assumptions.

INITIALS _____

- Based on the results of this analysis the Contractor can apply to be paid under Day works or apply for different Rates applicable only to specific circumstances as per the analysis of the Test Section.
- The Supervisor will normally be able to take decisions in this regard in terms of the Contract at Regional level.
In cases where there are complications or where large amounts are involved the Supervisor should refer the matter to the Divisional Manager responsible for Maintenance for final consideration and approval.

PS4201 SERVICES

All services which are clearly marked shall be regarded as known services. Unless pointed out to the Contractor, unmarked or unclearly marked services shall be regarded as unknown services.

PS 4203 WORKMANSHIP AND QUALITY CONTROL

It is a specific requirement of this Contract that the Contractor shall submit with his bid a method statement in which the process control he intends to apply during the Contract in respect of all his activities under each Section is explained in detail.

PS4205 ENVIRONMENT

Should there be any incidence that the Contractor has polluted the environment in the opinion of the Supervisor, then the Contractor shall pay a penalty of N\$1000-00, and he shall clean all affected areas without being paid for the clean-up by Roads Authority.

PS3200 ROADS ORDINANCE

The Minister of Works, Transport and Communication is in a process of preparing a Roads Act, which will replace the existing Roads Ordinance. The implication of any additional obligation inflicted upon the Contractor as a result of a change in legislation shall be treated as a Variation in terms of Clause GCC16.1 of the General Conditions of Contract.

INITIALS_____

Section V - Part C: Drawings

INITIALS_____

Section V - Part D: Roads Ordinance

INITIALS_____

An extract from the Roads Ordinance, 1972 (Ordinance 17 of 1972), as amended, is included as part of these conditions for the convenience of the Contractor.

EXTRACTS FROM THE ROADS ORDINANCE, 1972 (ORDINANCE 17 OF 1972) AS AMENDED

The construction and maintenance of roads in Namibia are governed by the Roads Ordinance. The Roads Authority has been enacted by the Minister of Works, Transport and Communication to take responsibility of roads on behalf of the Minister.

The following extracts from the Roads Ordinance, 1972 (Ordinance 17 of 1972) (hereinafter referred to as the Ordinance) may be of particular relevance to the Contractor and are set out herein for his convenience but this in no way implies that the remainder of the Ordinance may be ignored by the Contractor.

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SECTION DESCRIPTION

28	General powers of the President of Namibia.
30	Obtaining materials.
31	Camping sites, water, firewood, and cutting of trees and brushwood.
32	Compensation for damage caused by contractors.
60	Entering upon or taking possession of land to exercise powers or duties.
61	Authorised persons may exercise powers.

The Ordinance as amended, is applicable to all proclaimed roads in Namibia.

The following sections from the Ordinance are included to assist the Contractor.

The Contractor must heed the following:

- (a) The Ordinance is subject to amendments from time to time and it is the Contractor's responsibility to acquaint himself of amendments and to act accordingly.

INITIALS_____

- (b) With reference to Section 30 of the Ordinance it must be understood that "any material" which can be acquired without payment does not include water.

SECTION 28: GENERAL POWERS OF THE PRESIDENT OF NAMIBIA

1. Subject to the provisions of the Ordinance and the Road Traffic Ordinance, 1967 (Ordinance 30 of 1967), as amended, the President of Namibia shall have power and authority in respect of the following matters:
 - (a) the construction, maintenance and control of all freeways and all trunk, main and district roads and the road reserve of all proclaimed roads;
 - (b) the acquisition, erection and maintenance of all road route markers, road traffic signs and other signs which may be necessary for the regulation and protection of traffic on proclaimed roads;
 - (c) the establishment and maintenance of wells, watering places and other facilities for public use on proclaimed roads;
 - (d) the erection and maintenance of dwellings and other buildings, in the road reserve or elsewhere, for the execution of the provisions of this Ordinance.
 - (e) the planting of trees within the road reserve of a proclaimed road or making other improvements therein;
 - (f) the granting of approval to the owner, lessee or occupier of a farm crossed by a proclaimed road to cut grass in the road reserve of such proclaimed road and imposing conditions in relation thereto;
 - (g) similar obstruction, or beacon of stone, concrete, iron or other permanent material, on the centre line or along or near the boundaries of the road reserve of a proclaimed road to indicate the location of such road on the land, whether such road has been constructed or not;

INITIALS _____

- (h) the construction of any road which gives access to any proclaimed road when, in his opinion it becomes necessary, because of the construction and maintenance or deviation of such proclaimed road, to construct a road to give access to such proclaimed road:

Provided that the powers granted to the President of Namibia in terms of the subsection shall only be exercised within the area of a local authority in consultation with the local authority concerned.

Any person who:

- (a) damages a dwelling or other building erected in the road reserve of a proclaimed road or elsewhere in terms of subsection (1); or
- (b) damages a tree or other improvement planted or effected in the road reserve of a proclaimed road or elsewhere in terms of subsection (1) or a natural tree in the road reserve of a proclaimed road; or
- (c) cuts grass in the road reserve of a proclaimed road without the approval of the President of Namibia or contrary to the conditions imposed by the President of Namibia when such approval was granted; or
- (d) damages or removes any fence, wall, gate, ditch, furrow or similar obstruction or any beacon erected or effected in, or along or near the boundary of the road reserve of a proclaimed road, shall be guilty of an offence.

SECTION 30: OBTAINING MATERIALS

For the purpose of the construction, maintenance or repair of a proclaimed road the President of Namibia may through his representatives, officers or contractors enter upon any land with any vehicle, tool, material or animal and after the expiry of a period of fourteen days after a written notice of his intention to do so -

- i. Has been handed to the owner, lessee or occupier of such land; or
- ii. Has been sent to the last known address of such owner, lessee or occupier by registered post; or
- iii. Has been left at a conspicuous place on such land

he may without any compensation to the owner, lessee or occupier of the land, remove any material which may be necessary for such construction, maintenance or repair from such land or process it on such land and thereafter remove it therefrom and for this

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purpose he may build and maintain any access roads which he may consider necessary: Provided that -

- (a) nothing shall be removed from any garden or other land usually cultivated, nor within two hundred and fifty metres of any house nor within fifty metres of any kraal;
- (b) every excavation, including an excavation for a sample and an experimental pit, shall as soon as possible be filled up or fenced off or shall otherwise be made safe for human beings and animals again to the satisfaction of the owner, lessee or occupier of such land or as the President of Namibia directs;
- (c) any road provided for this purpose shall be ripped up in such a way that it cannot be washed away should the owner, lessee or occupier so desire;
- (d) President of Namibia, his representatives, officers or contractors shall, in exercising these powers take every care to prevent damage, injury, loss or inconvenience to the owner, lessee or occupier concerned:

Provided further that the powers granted to the President of Namibia in terms of this section shall only be exercised within the area of a local authority in consultation with the local authority concerned.

SECTION 31: CAMPING SITES, WATER, FIREWOOD AND CUTTING OF TREES AND BRUSHWOOD

1. The President of Namibia may through his representatives, officers or contractors -
 - (a) where no other opportunity is available, erect temporarily dwellings for road workers and their families on private land and select or, where necessary, erect places of storage for their equipment and material at a place on such private land determined in consultation with the owner, lessee or occupier of the land: Provided that when no agreement in regard to such place can be reached at such consultation, the President of Namibia shall determine such place;
 - (b) take water at a tariff determined by the President of Namibia from time to time, or take measures for obtaining water where the construction or maintenance of a proclaimed road so demands: Provided that no water shall be taken from any artificial dam, well or borehole without the consent of the owner, lessee or occupier concerned, except where such artificial dam, well or borehole has been provided by and at the expense of the President of Namibia for road purposes;
 - (c) take firewood for the use of road workers and their families: Provided that where large quantities are taken, it shall only be taken with the consent of the

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owner, lessee or occupier concerned and at a tariff determined by the President of Namibia from time to time;

- (d) cut down trees or brushwood and remove the same from the road reserve where the construction or maintenance of a proclaimed road or the safety of traffic so demands:

Provided that such trees or brushwood shall, when cut down, belong to the owner, lessee or occupier concerned:

Provided that the powers granted to the President of Namibia in terms of this subsection shall only be exercised within the area of a local authority in consultation with the local authority concerned.

- 2. compensation shall be payable to the owner, lessee or occupier of the land concerned in respect of any temporary dwellings and places of storage erected or selected on such land in terms of subsection (1)(a).

SECTION 32 : COMPENSATION FOR DAMAGE CAUSED BY CONTRACTORS

Where a contractor, in exercising any of the rights and powers granted to him in terms of Sections 30 and 31, causes any damage, compensation for it may be recovered from the President of Namibia in terms of the provisions of this Ordinance and the President of Namibia may in turn claim indemnity from such contractor.

SECTION 60 : ENTERING UPON OR TAKING POSSESSION OF LAND TO EXERCISE POWERS OR DUTIES

Subject to the provisions of Section 65(1) the President of Namibia or any person authorised thereto by him may, in the exercise or execution of the powers or duties granted to him or imposed upon him by this Ordinance, at any time enter upon or take possession of any land after having handed a written notice of their intention to do so to the owner, lessee or occupier of such land or, should the owner, lessee or occupier of such land not be found thereon without any notice whatsoever.

SECTION 61 : AUTHORISED PERSONS MAY EXERCISE POWERS

Wherever any rights or powers are granted to the President of Namibia in this Ordinance such rights and powers shall also be given to every person duly authorised by the President of Namibia or lawfully acting on his behalf.

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PART 3 – Conditions of Contract and Contract Forms

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Section VI - General Conditions of Contract (GCC)

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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) Day-works 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.

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

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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:

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- (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,⁵ 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.

⁵ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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- 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

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- (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.

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| 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 | <p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>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.</p> |
| 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. |

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- 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

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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

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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

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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.

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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

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

**38. Cash Flow
Forecasts**

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

**39. Payment
Certificates**

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

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

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

39.4 The value of work executed shall comprise:

- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

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

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

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

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

40. Payments

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

41. Compensation Events

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

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- (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

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whether and by how much the Intended Completion Date shall be extended.

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

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

42. Tax

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

43. Currencies

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

44. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients⁶ **specified in the SCC**, representing the nonadjustable and adjustable

⁶ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of

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portions, respectively, of the Contract Price payable in that specific currency “c;” and

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

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

45. Retention

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

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

46. Liquidated Damages

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

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

47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion

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]

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Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

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

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

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

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Notification of award and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the Namibian Dollars. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

49.2(a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:

(i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and

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

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- (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 Namibia.
- (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.

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

50.3 The Contractor shall be paid for Day-works subject to obtaining signed Day-works forms.

51. Cost 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 favorable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

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

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

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

(c) containing such other information as the Chief Executive Officer of the Public 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

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still due to an employee employed under this contract at the time the claim for payment is filed under GCC Clause 52.1 (a) (i), 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 | <p>56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.</p> <p>56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.</p> |
| 57. Termination | <p>57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> |

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- (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

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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

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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.

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Section VII - Special Conditions of Contract (SCC)

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Section VII. Special Conditions of Contract

These clauses should be read in conjunction with the General Conditions of Contract. The Special Conditions of Contract have priority over the General Conditions of Contract.

In the clause numbers of the Special Conditions of Contract only the prefix “**GCC**” used in the numbering of the clauses or Sub-Clauses of the General Conditions of Contract **is replaced with “SCC”**, while retaining the relevant heading. Where new and unrelated conditions of contract are introduced the prefix “SCC” is followed by a number following the last number in the General Conditions of Contract and appropriate headings.

A. General	
SCC 1.1 (o)	The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the date on which each respective portion of the works was completed and approved for payment.
SCC 1.1 (r)	The Employer is Roads Authority Namibia, Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area Roads Authority, Windhoek Authorized Representative: Ms. Alma Tjirimuje Regional Engineering Manager: Otjiwarongo Region Contact No: + 264 67 303 606 Email: tjirimujea@ra.org.na
SCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 2 years after the starting date of the works.
SCC 1.1 (y)	Throughout this Bidding Document: • The term ‘Project Manager’ means ‘Supervisor’ and vice versa • The term ‘Project Manager Representative’ means ‘Supervisor Representative’ and vice versa The Project Manager is: Regional Engineering Manager: Otjiwarongo Region Ramblers Road Otjiwarongo Ms. Alma Tjirimuje
SCC 1.1 (aa)	The Sites are located at Roads Authority District Areas:

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	SMU OTJ 01: Usakos SMU OTJ 02: Outjo
SCC 1.1 (dd)	The 'Start Date' (or 'Commencement Date') is the date on which the Contract Agreement is signed. On this Contract the 'Start Date' coincides with the 'Site Possession Date'.
SCC 1.1 (hh)	The Works consist of the Salt Road Maintenance Works over a Contract Period of 24 months in the RA Otjiwarongo Region.
SCC 2.2	Sectional Completions are applicable.
SCC 2.3 (i)	The following documents also form part of the Contract: a) Roads Authority Standard Details Drawings b) Roads Ordinance, 1972 (Ordinance 17 of 1972) as amended
SCC 5.1	The Project Manager <u>may</u> delegate any of his responsibilities.
SCC 6.1	Delivery address for notices is the same address as indicated in SCC 1.1 (y).
SCC 8.1	Schedule of other contractors: Not applicable
SCC 13.1	Except for the cover mentioned in (d) (i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: (a) for the Works, Plant and Materials: N\$1,000,000 per Contract (b) for loss or damage to Equipment: Contractor's own responsibility (Equipment that the contractor intends to use on site until the taking over by the Employer). (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Contractor's own responsibility 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. (d) for personal injury or death: (i) of the Contractor's employees: The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works. (j) Public Liability: The Contractor will not be permitted to commence with any Works until he has submitted to the Client a Construction Risks and Public Liability Insurance indemnifying the Client against any claims arising from accidents on site. The Public Liability Insurance shall be in

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	the amount of N\$ 2,000,000.00 arising out of or in connection with any one event at any location under this Contract. The Public Liability Insurance shall also include for any claims for damages arising out of veldfires caused directly or indirectly from the execution of the Works. This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives. (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.
SCC 14.1	Site Data: Not applicable
SCC 18.1	The Contractor shall be responsible for the safety of all activities on the Site. The Contractor shall protect the Works properly and so arrange his operations that the minimum danger and inconvenience is caused to vehicular and pedestrian traffic. Road signs, cones, barricades and other traffic control measures shall be erected and applied as specified in the Contract. Failure to comply with these specifications shall be sufficient reason for the Employer to suspend the Works until the required measures are in place. The Contractor shall record and report to the Project Manager details of any accident which occurred, and which came to his attention, on the roads under his maintenance operations, and of sites where accidents occur frequently. A rough sketch or description of the location of the accident site, the reason for the accident, if available, and type of vehicle shall be recorded and handed to the Project Manager at his next site visit. Where an employee, plant or equipment of the Contractor is involved in an accident, a complete report shall be prepared and submitted to the Project Manager within one (1) week and the Contractor shall inform the Project Manager at the earliest opportunity of the accident.
SCC 20.1	The 'Site Possession Date' shall be the same date as the 'Start Date' defined in SCC 1.1 (dd).
SCC 23.1 & SCC 23.2	No standing Adjudicator shall be appointed for this Contract. However, if the need arises to appoint an Adjudicator, the Appointing Authority for the Adjudicator shall be the Engineering Professions

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	Association (EPA) who shall appoint and manage an Adjudicator on the National Adjudicator's List.
SCC 24.1	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 Roads Authority or the Contractor may give notice to the other party of its intention to refer the matter to: The Dispute Adjudication Board (DAB) for a decision. The DAB shall comprise of one (1) suitably qualified person, nominated from the National Adjudicator's List (NAL), managed by the Engineering Professions Association. If either Party is dissatisfied with the decision of the DAB, then either Party may, within 28 days after receiving the decision, give notice of its dissatisfaction. The notice must be given under this sub-clause. Thereafter the Parties will: 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.
SCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: As per the National Adjudicator List (NAL).
SCC 24.4	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties.
B. Time Control	
SCC 25.1	Work Instructions will be issued on a monthly basis by the Project Manager from date of the Notification of award. The Contractor shall program and carry out all work according to the Work Instructions.

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SCC 25.3	The period between Program updates is: The Project Manager may request an interim programme to be submitted by the Contractor. The amount to be withheld for late submission of an updated Program is: N\$ 2,000.00 per day. The Program of Work to be prepared and submitted to the Project Manager (or its personnel) shall be preceded by a detailed discussion with the latter on the road maintenance needs and shall in general be based on the indicative program and relevant road line diagrams included in the Bid, if any. In the case of certain routine maintenance operations the Project Manager (or a representative) will on a monthly basis prescribe priorities to be followed. The Project Manager (or a representative) may request any interim program to be submitted by the Contractor. The Contractor shall agree with the Project Manager (or a representative) on a monthly date for an official contract meeting at the Regional Office of the Project Manager (or a representative). Discussions on all contract matters shall be minuted. The Contracts Manager of the Contractor shall attend these meetings at least on a monthly basis.
SCC 26.1	In addition to GCC 26.1 the following shall apply: The Contract Completion Date may only be extended by the number of days of approved extension of time (EOT) due to inclement weather or due to an increase in workload as instructed in writing by the Project Manager. Such approved (EOT) may be dealt with in terms of SCC 41(l) (a). The Contractor shall make provision in his bid and program, for an expected annual delay of “n” non-production days caused by the effects of rain and inclement weather. Where the agreed delays due to the effects of rain/inclement weather exceed the value of “n”, the Contractor shall be granted extension of time for the additional delay. <i>The number of days lost due to inclement weather (such as rain or wind) and the subsequent payment for standing time (for affected activities only, reduced by verifiable costs not incurred, e.g. fuel, etc.) should be based on the current monthly program approved by the Supervisor at the beginning of each month. This program should include at least the following information: Total quantity to be done of each activity, production target of each activity, duration of each activity, total duration for the team, resources per each team, the sequence of the activities, which activities are being planned for each production day, total planned production days vs total available production days per each month.</i> Where possible the Supervisor may instruct other works to be done in order to utilize the Contractor’s resources and minimize standing time.

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The Contractor shall take the following values of “n “ into account in his bid, in respect of routine road maintenance:

REGION	VALUE OF “n”	
	PERIODIC ROAD MAINTENANCE	ROUTINE ROAD MAINTENANCE
Keetmanshoo p	3	0
Windhoek	7	3
Otjiwarongo	6	3
Oshakati	8	5
Coastal Area	6	6

Working Hours:

Work will be allowed on Saturdays. The Contractor may work on Sundays / Public Holidays to catch up lost production only with the written permission by the Supervisor ***in order to ensure compliance with relevant legislation (eg labour law, road traffic safety, etc.) as well as to ensure adequate supervision of the works.*** Normal Bid Rates will apply for such work done. However in the case where an emergency has occurred the Supervisor may request the Contractor to work on Sundays / Public Holidays at additional payment based only on additional overtime Labour portions applicable.

C. Quality Control

SCC 33.1

The Defects Liability Period for the Maintenance of Gravel layer works shall be applicable. The Contractor shall guarantee completed and accepted work as follows:

Gravel layer work: 6 months guarantee.

The daily progress record of all works activities shall be completed in the format specified in Section V: Employer's Requirements of the Contract documents. The Contractor shall at his own cost reproduce copies of progress and quality control returns.

The Contractor shall at all times make available a visitor's book in A4 size and with triplicate pages in the vehicle of his Site Representative.

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D. Cost Control	
SCC 39.7	Interim Payment for Plant and Material on site is not applicable.
SCC 41.1 (l) (a)	The Contract Completion Date shall be extended by the number of days of approved extension of time due to inclement weather according to SCC26.1 (or due to an increase in workload as instructed in writing by the Project Manager). Such approved extension of time shall be a 'Compensation Event' in terms of GCC 41.
SCC 43.1	The currency of the Employer's country is: Namibian Dollar (N\$)
SCC 44.1	The rates and prices applicable to the Contract shall <i>be subject to price adjustment</i> as follows: Price Adjustment: (a) Adjustment for fuel price changes Each monthly payment certificate shall be adjusted to allow for variations (increases or decreases) in the government approved price of fuel and the official Consumer Price Index for Namibia as published monthly by the National Planning Commission Secretariat – Central Bureau of Statistics. The bid unit rates in the Bill of Quantities shall for price adjustment purposes be deemed to have been based on the statutory pump price of fuel applicable to the supplier closest to the Site camp applicable to the 'base month' (being the 15th of the month immediately preceding the closing date for bids). All monthly payment certificates shall therefore be adjusted by the Contract Price Adjustment Factor for fuel (CPAF fuel) as follows: $\text{CPAF fuel} = \left[F \times \left(\frac{f_t}{f_0} - 1 \right) \right]$ where F = Proportionate value of fuel used in the Contract = 0.17 f_t = The price, in cents per liter, of fuel, on the 15th of the month in which the payment claim is submitted, at

INITIALS _____

	the nearest supply center to the area in which the Works are being carried out. fo = The price in cents per liter of fuel on the 15th of the month immediately preceding the closing date for bids, at the same supply center as used to determine ft. The proportionate value of fuel used (F) may be adjusted on an annual basis. The CPAF fuel shall be multiplied by the monthly amount claimed for works completed, including contingencies and rise & fall claimed on all materials other than fuel, as per each relevant Payment Certificate. The Contractor shall in his register of fuel and oil supplied at the work front, enter fuel and oil issued to, and used in plant and equipment working on other projects in a separate column or register, for inspection by the Supervisor, and approval for price adjustment payments. When so requested, the Contractor shall allow the Supervisor access to plant returns for the purposes of verifying fuel consumed, or hours claimed for work done under Day-works. The payment of a rebate on fuel by the Road Fund Administration to the Contractor shall be allowed for in the bid rates. If the basis for the calculation of the rebate is changed during the Contract Period, the effect thereof shall be determined and paid to or recovered from the Contractor, as the case may be. (b) Adjustment for variation in CPI The value of each payment certificate, before deduction of retention and adjustment in terms of (a) above, shall be adjusted to allow for variation in the Consumer Price Index by multiplying it by the factor "X" which is determined as indicated below. $X = (1 - F) \times \left[\frac{C_T}{C_O} - 1 \right]$ where F = Proportionate value of fuel used in the Contract = 0.17 Co is the Consumer Price Index (All Items) for Namibia for the month preceding the closing date for bids
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	CT is the Consumer Price Index (All Items) for Namibia for the month preceding that in respect of which the claim for payment is submitted.
SCC 45.1	The proportion of payments retained is: Retention on Gravelling/Spot gravelling will be 10% of work done up to a maximum (limit) of N\$ 600,000.00 .
SCC 46.1	The Contractor shall pay liquidated damages to the Employer as follows: Monies that may become due to the Employer as a result of any default by the Contractor shall be recovered from monies due to, or which may become due to, the Contractor. The conditions in the following paragraphs will furthermore apply: Where the Contractor is behind program by more than fourteen (14) calendar days, the Employer may in cases where this default of the Contractor causes additional costs to the road user or the Employer, as a special measure, obtain the services of another contractor to help the Contractor to catch up with the program. Any costs incurred as a result of such a measure in addition to that included in the bid, shall be for the account of the Contractor and shall be deducted from monies due to the Contractor. Liquidated damages per day will be N\$ 17,500.00 to a maximum amount of N\$ 250,000.00
SCC 47.1	The Bonus for the whole of the Works is: Not applicable
SCC 48.1	The Advance Payments: Not applicable .
SCC 49.1	Performance Security shall be applicable at 10% of the Total Contract Amount. A bank Guarantee shall be unconditional (on demand) [see Section VIII – Contract Forms]
E. Finishing the Contract	
SCC 56.1	The date by which operating and maintenance manuals are required is: Not applicable The date by which “as built” drawings are required is: to be agreed on site (for borrow pit locations and water resources used).
SCC 56.2	The amount to be withheld for failing to produce “as built” drawings by the date required in SCC 56.1 is: N\$ 2,000.00 per day .
SCC 57.2 (g)	The maximum number of days is: 14 days .
SCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works,

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	is: the value of one site re-establishment for periodical/routine maintenance.
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Section VIII – Contract Forms

INITIALS_____

Contract Agreement

THIS AGREEMENT entered into at WINDHOEK in the REPUBLIC OF NAMIBIA on this the day of 20

between THE ROADS AUTHORITY (hereinafter called "the Employer") of the one part, herein represented by

.....
.....

in his/her capacity as CHIEF EXECUTIVE OFFICER OF THE ROADS AUTHORITY, and

.....
..... (hereinafter called "the Contractor") of the other part, herein represented by

.....
.....

in his/her capacity as

.....
.....

WHEREAS the Employer is desirous that certain works must be constructed, namely:

THE SALT ROAD MAINTENANCE WORKS IN THE OTJIWARONGO REGION

and has accepted a bid by the Contractor for the construction, completion and rectification of defects and damage of such works;

WHEREAS the Employer desires that the Works known as 'THE SALT ROAD MAINTENANCE WORKS IN THE OTJIWARONGO REGION' should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents. The priority of the documents is as follows:

INITIALS _____

- (a) the Contract Agreement
- (b) the Notification of Award
- (c) the Bid Submission Form
- (d) the Addenda or Bid Notices
- (e) the Special Conditions of Contract
- (f) the General Conditions of Contract
- (g) the Specifications
- (h) the Drawings,
- (i) the Priced Bill of Quantities
- (j) any other Documents listed in SCC 2.3 (i)

3. The period allowed for the completion of this contract is as per the Bill of Quantities (the Contractor's holidays during December and January included), calculated from the commencement date of the Contract as defined in the Special Conditions of Contract. This period may be amended in accordance with the stipulations contained in the Contract.

4. In the event of any differences or discrepancies between or within any documents forming part of, connected with, or bearing upon the Contract, these shall be determined and resolved in accordance with the stipulations of Clauses GCC23 and GCC24 of the General Conditions of Contract and Clauses SCC23 and SCC24 of the Special Conditions of Contract.

5. 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.

6. 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. The amount to be paid by the Employer to the Contractor for the due and faithful performance of the Works shall be a sum to be determined from the quantity of work actually carried out at the rates and sums shown in the priced Bill of Quantities.

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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

Signed by: _____
for and on behalf the Contractor

in the
presence
of: _____
Witness 1, Name, Signature, Address, Date

in the
presence
of: _____
Witness 2, Name, Signature, Address, Date

Name of Witness 1: _____

Signature of
Witness : _____

Address of Witness: _____

Date and Place: _____

Name of Witness 2: _____

Signature of
Witness: _____

Address of Witness: _____

Date and Place: _____

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PERFORMANCE SECURITY (BANK GUARANTEE)

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

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

Procurement Reference No. and title: W/ONB/RA-____/2022

SALT ROAD MAINTENANCE WORKS IN THE OTJIWARONGO REGION

Bank's Branch or Office:

.....

.....*[insert complete name of Guarantor]*

Beneficiary:*[insert complete name of Purchaser]*

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

We have been informed that*[insert complete name of Supplier]* (hereinafter called "the Supplier")

has entered into Contract No.*[insert number]*

dated*[insert day, month and year]*

with you, for the supply of*[description of goods and related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the Special Conditions of Contract Clause SCC49.1, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s)

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not exceeding[insert amount(s)⁷ in figures and words]

upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the[insert number] day of[insert month][insert year],⁸

and any demand for payment under it must be received by us at this office on or before that date.

.....**Bank's**
seal.....

and authorized signature(s)

.....

.....

.....

⁷ The Bank shall insert the amount(s) specified in Clause SCC49.1 and denominated, as specified in the SCC, in the currency of the Contract.

⁸ Dates established in accordance with Clause GCC 49.1 of the General Conditions of Contract, taking into account any warranty obligations of the Supplier under Clause SCC33.1 of the Special Conditions of Contract. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

INITIALS_____