



SAFE ROADS TO PROSPERITY

BIDDING DOCUMENT

Issued on: 30 July 2026

INDIVIDUAL CONTRACTOR FOR THE BLADING OF GRAVEL ROADS IN THE KEETMANSHOOP/OTJIWARONGO/OSHAKATI REGIONS

Procurement Reference No: W/ONB/RA-05/2026

Cost: N\$ 300.00

REPUBLIC OF NAMIBIA

BIDDING SUMMARY

ROADS AUTHORITY

PROCUREMENT REFERENCE NUMBER: W/ONB/RA-05/2026

INDIVIDUAL CONTRACTOR FOR THE BLADING OF GRAVEL ROADS:
KEETMANSHOOP/OTJIWARONGO/OSHAKATI REGIONS*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 CONTRACT AREAS			
NUMBER	CONTRACT AREA NUMBER	REGION	CONTRACT AREA	TOTAL AMOUNT (INCL. VAT) N\$
1	IC-KHP 01	Keetmanshoop	Keetmanshoop	
2	IC-KHP 02	Keetmanshoop	Keetmanshoop	
3	IC-KHP 03	Keetmanshoop	Karasburg	
4	IC-KHP 04	Keetmanshoop	Karasburg	
5	IC-KHP 05	Keetmanshoop	Mariental	
6	IC-KHP 06	Keetmanshoop	Mariental	
7	IC-OTJ 01	Otjiwarongo	Otjiwarongo	

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	BID OPENING SUMMARY OF CONTRACT AREAS			
NUMBER	CONTRACT AREA NUMBER	REGION	CONTRACT AREA	TOTAL AMOUNT (INCL. VAT) N\$
8	IC-OTJ 02	Otjiwarongo	Otjiwarongo	
9	IC-OSH 01	Oshakati	Opuwo	
10	IC-OSH 02	Oshakati	Opuwo	

SIGNED ON BEHALF OF BIDDER:

DATE:

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Invitation for Bids (IFB)

INDIVIDUAL CONTRACTOR FOR THE BLADING OF GRAVEL ROADS IN THE KEETMANSHOOP/OTJIWARONGO/OSHAKATI REGIONS

Procurement Reference Number: W/ONB/RA-05/2026

Bids are invited through Open National Bidding (ONB) procedures for *Individual Contractors' Contracts for the Blading of Gravel Roads in the Keetmanshoop/Otjiwarongo/Oshakati Regions*, thereby providing small-sized Blading Contractors a platform to develop into medium-sized Blading Contractors. 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: The Roads Authority may limit participation in open advertised bidding proceedings – to the citizens of Namibia.

N0	CONTRACT AREA NO.	REGION	CONTRACT AREA
1	IC-KHP 01	Keetmanshoop	Keetmanshoop
2	IC-KHP 02	Keetmanshoop	Keetmanshoop
3	IC-KHP 03	Keetmanshoop	Karasburg
4	IC-KHP 04	Keetmanshoop	Karasburg
5	IC-KHP 05	Keetmanshoop	Mariental
6	IC-KHP 06	Keetmanshoop	Mariental
7	IC-OTJ 01	Otjiwarongo	Otjiwarongo
8	IC-OTJ 02	Otjiwarongo	Otjiwarongo
9	IC-OSH 01	Oshakati	Opuwo
10	IC-OSH 02	Oshakati	Opuwo

Address for the Collection of Document:	A set of complete documents with detailed specifications can be attained from: Procurement Management Unit 4th Floor Roads Authority Head Office Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road,
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	Southern Industrial Area, Windhoek 09:00 – 16:00 (Monday – Friday)
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 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 Email: goresebl@ra.org.na Tel: +264 61 284 7088
Bid Clarifications	All Requests for Clarifications should be addressed to Procurement Officer: Mr. Lucky Goreseb 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 and venues will be communicated in due course, <i>through notice to Bidders and the Roads Authority Official Website.</i>
Bidding Training Manual	<i>A Bidding Training Manual will be emailed to all bidders after the pre-bid meeting, through a Notice to Bidders</i> This training initiative is meant to help bidders gain the requisite skills needed both for employing the correct bid-pricing methodologies and for the successful project implementation.

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PART 1 – Bidding Procedures

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Section 1 - Instructions to Bidders

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Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- | | |
|--|---|
| 1. Scope of Bid | <p>1.1 The Public Entity as defined¹ in Section II “Bidding Data Sheet” (BDS) also referred to herein as Employer invites bids for the construction of Works, as described in the BDS and Section VII, “Special Conditions of Contract” (SCC).</p> <p>The name and identification number of the Contract are provided in the BDS and the SCC.</p> <p>1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period specified in the BDS.</p> <p>1.3 Throughout these bidding documents, the terms:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; (c) “day” means calendar day unless otherwise stated; and |
| 2. Source of Fund | <p>2.1 The Works shall be financed by the Public Entity’s own budgetary allocation, unless otherwise stated in the BDS.</p> |
| 3. Public Entities Related to Bidding Documents & to application for review | <p>3.1 The public entities related to these bidding documents are the Public Entity, acting as procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)</p> |

**The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**

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

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

5.4 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

6. Qualifications of Bidders 6.1 All bidders shall provide 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

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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Section VIII - Contract Forms

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

C. Preparation of Bids

- 11. Cost of Bidding**
- 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.

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- 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);
 - (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 valid certified copy of a company Registration Certificate;
 - 2. A valid certified copy of good Standing Tax Certificate;
 - 3. A valid certified copy of good Standing Social Security Certificate;
 - 4. A valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
 - 5. have a certificate indicating SME Status (for Bids reserved for SMEs);
 - 6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant 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.
- 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.

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- 16. Bid Prices and Discounts**
- 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.
- 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.
- 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.

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

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

20. Bid Security/Bid Securing Declaration

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

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

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

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

21. Format and Signing of Bid

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

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

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative

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bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as indicated in ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

23. Deadline for Submission of Bids

23.1 Bids shall be delivered to the Employer at the address and no later than the time and date **specified in the BDS**.

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

24. Late Bids

24.1 Late bids shall not be considered. They will be returned unopened

25. Withdrawal, Substitution, and Modification of Bids

25.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid submission Form or any extension thereof.

26. Bid Opening

26.1 The Employer shall open the bids at the time place and address **specified in the BDS** in the presence of Bidders' designated representatives who choose to attend.

26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.

E. Evaluation and Comparison of Bids

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- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 18, Technical Proposal, in particular, to confirm that all requirements of Section V (Employer's Requirements) have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and Omissions**
- 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.

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**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.

**33. Evaluation of
Bids**

33.1 The Employer shall use the criteria and methodology defined in this clause and no other evaluation criteria or methodologies shall be permitted.

33.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively; and
- (b) price adjustment for correction of arithmetic errors, discounts, non-conformities, due to the supplementary criteria as defined in Section III, and Margin of Preference, if applicable.

33.3 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any

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discount offered in the Bid Submission Form, is specified in Section III (Evaluation and Qualification Criteria).

33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.

- | | |
|--|---|
| 34. Comparison of Bids | 34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid. |
| 35. Qualification of the Bidder | 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria. |
| 36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids | 36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. |

F. Award of Contract

- | | |
|----------------------------------|--|
| 37. Award Criteria | 37.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 38. Notification of Award | 38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by a Notification of award for award of contract. The Notification of award shall specify the sum that the Employer will pay the |

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Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of notification of award, the Purchaser shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and

(ii) an executive summary of the Bid Evaluation Report.

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

39. Signing of Contract

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

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

40. Performance Security

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

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

41. Advance Payment and Security

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

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**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 (BDS)

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

A. General																													
ITB 1 Scope of Bid																													
ITB 1.1	The name of the bidding process is: <i>The Blading of Gravel Roads by Emerging Contractors in the Keetmanshoop / Otjiwarongo / Oshakati Regions</i> Procurement method will be: 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-05/2026 The name(s) and identification code(s) of the contract area(s) included in this bidding document are as listed below: <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #fff9c4;"> <th colspan="4">LIST OF CONTRACT AREAS</th> </tr> <tr style="background-color: #e1e8f4;"> <th><u>N0</u></th> <th><u>CONTRACT AREA NO.</u></th> <th><u>REGION</u></th> <th><u>CONTRACT AREA</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>IC-KHP 01</td> <td>Keetmanshoop</td> <td>Keetmanshoop</td> </tr> <tr> <td>2</td> <td>IC-KHP 02</td> <td>Keetmanshoop</td> <td>Keetmanshoop</td> </tr> <tr> <td>3</td> <td>IC-KHP 03</td> <td>Keetmanshoop</td> <td>Karasburg</td> </tr> <tr> <td>4</td> <td>IC-KHP 04</td> <td>Keetmanshoop</td> <td>Karasburg</td> </tr> <tr> <td>5</td> <td>IC-KHP 05</td> <td>Keetmanshoop</td> <td>Mariental</td> </tr> </tbody> </table>	LIST OF CONTRACT AREAS				<u>N0</u>	<u>CONTRACT AREA NO.</u>	<u>REGION</u>	<u>CONTRACT AREA</u>	1	IC-KHP 01	Keetmanshoop	Keetmanshoop	2	IC-KHP 02	Keetmanshoop	Keetmanshoop	3	IC-KHP 03	Keetmanshoop	Karasburg	4	IC-KHP 04	Keetmanshoop	Karasburg	5	IC-KHP 05	Keetmanshoop	Mariental
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<u>N0</u>	<u>CONTRACT AREA NO.</u>	<u>REGION</u>	<u>CONTRACT AREA</u>																										
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4	IC-KHP 04	Keetmanshoop	Karasburg																										
5	IC-KHP 05	Keetmanshoop	Mariental																										

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	6	IC-KHP 06	Keetmanshoop	Mariental
	7	IC-OTJ 01	Otjiwarongo	Otjiwarongo
	8	IC-OTJ 02	Otjiwarongo	Otjiwarongo
	9	IC-OSH 01	Oshakati	Opuwo
	10	IC-OSH 02	Oshakati	Opuwo
Each of the above Contract Areas has one Blading Area(s) only (as described in detail in Section IV Part D 'Bill of Quantities').				
ITB 1.1	Each Contract Area is regarded as a separate <u>single Contract</u> and will be awarded separately. Bidders may submit competitive bids for any number of Contract Areas. However, the Roads Authority reserves the right to direct and determine the final awarding and allocation process. An overview of the said process is outlined in following ITB 33.1, and Sections III – Evaluation Criteria			
ITB 1.2	The Intended Completion Period is as follows: The Contract duration is: 48 Months (<u>from the date of site handover</u>) - Contract Starting Date: 1 November 2026 - Contract Completion Date: 31 October 2030			
ITB 2.1	The Funding Agency is the Roads Authority (RA)			
ITB 5.3	A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurment-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, is not required to be prepared nor submitted by the Bidders. All work methods are described in this bidding documents as well as (<i>where applicable</i>) the Roads Authority's			

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	Standard Drawings Book. The onus lies with Bidder to acquire their own copy of the Roads Authority's Standard Drawings Book, from the Employer – following award – through the office of the Regional Engineer. Bidders are required to complete all the forms and schedules included in Section IV, plus submit supporting documentation as requested.
ITB 6.2 (a)	In addition to the documents listed in ITB 6.2, bidders shall include: i. Confirmation of locale through or by the following: - - <u>A certified copy</u> of the valid fitness Certificate, or - <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 - <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, or - <u>A certified copy</u> 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 ii. <u>Power of Attorney</u> signed by the Bidder, duly authorizing signatory to the Bid, accompanied by certified copies of IDs of signatories and acceptance of authority. iii. <u>Documentary Evidence</u> for each category in which the bidder wishes to be considered for margins of preference, as stipulated in Annexure 6 in BDS ITB 32.1. There are five (5) categories for exclusive preference for this bid, namely: - MSME - Women - Youth - PDP owned enterprise - Suppliers providing employment to Namibians <u>Please note: Copies from a certified copy shall not be acceptable, submission thereof shall be deemed non-responsive.</u>

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ITB 6.2(b)	Bidders must state the total monetary value of construction <u>works performed in any of a total of five (5) years within the last ten (10) years (i.e. any five years from 2015 to 2025)</u>; being an amount not less than: <u>N\$ 9,000,000.00</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 <u>their representative(s) explicitly expressing</u> information as it relates to the following for the works: - i. <u>Contract duration.</u> ii. <u>Brief but accurate description of the works – to reflect the requirements of BDS ITB 6.2(c) below.</u> iii. <u>Approved contract price (as required in BDS 6.3 (a), and</u> iv. <u>Contract size (if applicable).</u>
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 any of the following: • <u>Blading of Gravel Roads, or</u> • <u>Construction of Gravel roads, or</u> • <u>Any Earthworks related works, and/or</u> • <u>Layerworks including platforms.</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 and not from the main Contractor</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 <u>their representative(s) explicitly expressing</u> information as it relates to the following for the works: - i. <u>Contract duration,</u> ii. <u>Brief description of the works,</u>

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	iii.Approved contract price (as required in BDS 6.3 (a), and iv.Contract size (if applicable).																
ITB 6.2(d)	The bidder shall submit a list (i.e. asset 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: • Ownership • Lease or hire, or • Rent 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, <u>proof of ownership is only required for plant and/or equipment registrable with NaTIS.</u> <u>An asset register for any other equipment should be provided.</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 Roads Worthy Certificate from NaTIS:</u> 1. Mandatory Plant: <table border="1"> <thead> <tr> <th>No</th><th>Equipment Type and Characteristics</th><th>Minimum Number required</th><th>NaTIS Documents Required</th></tr> </thead> <tbody> <tr> <td>1</td><td>Grader, new at the Start of the Contract</td><td>0</td><td>N/A</td></tr> <tr> <td>2</td><td>Grader, maximum 11-year-old or 20,000 hours at the Start of the Contract</td><td>1</td><td>YES</td></tr> <tr> <td>3</td><td>Grader, For the Opuwo Contract Areas (Ref. IC-OSH 01 and IC-OSH 02), the age</td><td>1</td><td>YES</td></tr> </tbody> </table>	No	Equipment Type and Characteristics	Minimum Number required	NaTIS Documents Required	1	Grader, new at the Start of the Contract	0	N/A	2	Grader, maximum 11-year-old or 20,000 hours at the Start of the Contract	1	YES	3	Grader, For the Opuwo Contract Areas (Ref. IC-OSH 01 and IC-OSH 02), the age	1	YES
No	Equipment Type and Characteristics	Minimum Number required	NaTIS Documents Required														
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3	Grader, For the Opuwo Contract Areas (Ref. IC-OSH 01 and IC-OSH 02), the age	1	YES														

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	specifications for the Graders is as follows: maximum 5-years-old or less than or equal to 10,000 hours.		
4	Standby Grader, any age but mechanically sound. To be availed within 48 hours of the breakdown occurring.	1	YES
5	Caravans as per Specification	1	YES
6	Diesel Truck (min 5000 lt capacity) (minimum 5-ton (carrying capacity) truck)	1	YES

For the above plant/equipment the Bidder shall enclose in his Bid a **valid NaTIS Registration Certificate** as proof ownership as well as the latest **NaTIS Motor Vehicle Licensing Disk**.

2. Mandatory Consumables:

In addition to the above, the Bidder must submit a letter of intent from suppliers expressing the willingness to efficiently supply the following during the duration the Contract Period:

- i. Provision of Fuel and Fuel products,
- ii. Provision of Tyre (s),
- iii. Provision of blades and related parts equipment, and
- iv. Grader Monitoring System.

3. Optional plant (if and when needed) to be listed in the asset Register:

- i. Temporary Road Signs.

It should be noted that the following information and required evidentiary proofs as it relates to the other forms of acquisition/sourcing plant and equipment shall ensue:

- i. Lease / hire: – Letter of intent to hire from a reputable lease of hire company. The letter must explicitly express the plant and equipment to be leased or hired by the Bidder.

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	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. 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 detailed curriculum vitae of the key personnel) to be employed on the project i.e.: 1. Project /Contracts Manager <i>(with 10 years general experience and 5 years' experience in similar works plus relevant educational qualification (Minimum Diploma/B-Tech/Bachelor's Degree in Engineering)).</i> 2. Site Agent / Foreman <i>(with 5 years general experience and 3 years' experience in similar works plus relevant qualification (Minimum Educational Qualification: Artisanal Trade in Building & Civil Engineering (N3) or similar).</i> 3. 2x Grader Operators <i>(with minimum 3 years project specific experience).</i> 4. 1x Diesel Mechanic <i>(with minimum 5 years work experience with relevant trade qualifications) – not on a fulltime basis.</i> It should be <u>noted</u> that all CV(s) of the key personnel listed above must be accompanied by an <u>original signed letter of consent including a certified copy of the owner's (i.e. being the key personnel and owner of the CV) Namibian National Identity Document (Nam, ID).</u> The said letter of consent should be addressed to the Bidder with the correct Roads Authority Bid References. Please note: <u>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:

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	- 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>. Please note: <u>Copies extracted from a certified copy shall not be acceptable, and submission thereof shall be deemed non-responsive.</u>
ITB 6.2 (g)	The Bidder shall submit evidentiary proof of working capital in any of the following forms: - Access to lines of credit, and/or - Availability of other financial resources i.e. liquid assets, or - A three (3) Months Bank Statements (not older than three (3) months from date of 1st submission) with an average amount of at least <u>N\$ 1,088,027.71</u> over the indicated period. The evidentiary proof must be in the form of an actual approved letter of credit facility or <u>a conditional letter of intent</u>. The letter of approved credit facility must be (signed and stamped bank) from an approved financial institution (Commercial Bank or Financial Investment Institution) and shall explicitly include the following content therein: - The minimum amount of N\$ 1,088,027.71 for the credit facility, or - The minimum amount of N\$ 1,088,027.71 of liquid assets less any encumbered assets. The minimum amount of working capital to be availed shall be N\$ 1,088,027.71 per each Individual Contractors' 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.

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ITB 6.2 (j)	The Bidder <u>is not required</u> to submit any proposal for subcontracting components of the works. The Bidder shall submit a written undertaking that none (0) of the works in this Contract shall be subcontracted to a third party, unless otherwise so discussed and agreed in writing with the Employer.
ITB 6.3 (a)	The Contractor must have a minimum average annual financial amount of construction of <u>N\$ 1,800 000.00, for any of five (5) years over last ten (10) years.</u>
ITB 6.3(b)	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 any of the following: • <u>Blading of Gravel Roads, or</u> • <u>Construction and Maintenance of Gravel roads, or</u> • <u>Construction and Maintenance of Salt Roads, or</u> • <u>Road Betterment Unit (RBU) works, or</u> • <u>Any Earthworks related works, and/or</u> • <u>Layer-works including platforms.</u> Bidders must provide references of clients / employers (<i>i.e. in the cases of Bidders who participated in these projects in their capacity of Sub-contractor the reference letters must come from the Employer and not from the main Contractor</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) <u>explicitly expressing</u> information as it relates to the following for the works: - 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).
ITB 6.3(c)	To qualify for award of the Contract, the Bidder must indicate (as per also see ITB 6.2(d)) the proposal for the timely acquisition (namely: own, lease, hire etc.).
ITB 6.3(d)	The bidder shall submit detailed curriculum vitae of the key personnel) to be employed on the project i.e.: 1. Project /Contracts Manager (<i>with 10 years general experience and 5 years' experience in similar works plus relevant educational</i>

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	<i>qualification (E.g. Diploma/B-Tech/Bachelor's Degree in Engineering or related)</i> 2. Site Agent / Foreman <i>(with 5 years general experience and 3 years' experience in similar works plus relevant qualification (Minimum Educational Qualification: Artisanal Trade in Building & Civil Engineering (N3) or similar)</i> 3. 2x Grader Operators <i>(with minimum 3 years project specific experience)</i> 4. 1x Diesel Mechanic <i>(with minimum 5 years work experience with relevant trade qualifications) – When required.</i> It should be <u>noted</u> that all CV(s) of the key personnel listed above must be accompanied by an <u>original signed letter of consent including a certified copy of the owner's (i.e. being the key personnel and owner of the CV) Namibian National Identity Document (Nam, ID).</u> The said letter of consent should be addressed to the Bidder with the correct Roads Authority Bid References. Please note: <u>Copies extracted from a certified copy shall not be acceptable, and submission thereof shall be deemed non-responsive.</u>
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: N\$ 1,088,027.71 <i>(per each Emerging Contractors' Contract).</i>
B. Contents of Bidding Document	
ITB 8.1	The Public Entity's address for clarification is: <i>Email: gawaxabe@ra.org.na</i> <i>Tel: +264 61 284 7088</i> 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 in due course.

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	<i>A Bidding Training Manual will be emailed to all bidders after the pre-bid meeting.</i> This training initiative is meant to help bidders gain the requisite skills needed both for employing the correct bid-pricing methodologies and for the successful project implementation.
ITB 13.1 (d)	For the purposes of this Bid a <u>valid</u> Good Standing Social Security Commission (SSC) shall entail the following: i. The SCC Good Standing Certificate shall bear on it this Bid Reference No.: W/ONB/RA-05/2026. ii. The social security document MUST be valid (i.e. not expired) on the date for the deadline for submission.
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, <u>signed & initialed by the authorized signatory.</u> (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 <i>Table of Contents</i> 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 <u>inside the same envelope.</u> (f) All bid prices, rates and amounts are to be entered into the appropriate Bill of Quantities included in Section IV of the <u>bidding documents</u>. In addition, relevant portions of the Bill of Quantities (including bid prices, rates and amounts) entered into the official format (provided on request via

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	e-mail)), shall be printed, signed in black ink and bound into the “Book of Supporting Documentation”. (g) Furthermore, the bidder’s final electronic Bill of Quantities (in excel format) shall be uploaded to a unique shared repository issued by the employer at the time of document purchase/collection via an email notification. • Additionally, 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. 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>
ITB 15.1	Alternative Technical Proposals <u>shall not be allowed.</u>
ITB 17.1	The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract.
ITB 17.2	Interim payment for Plant and Material on site is <u>not</u> 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: a. 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. b. Proof that the Bidder has access to financial resources and meets the qualification requirements, cash in hand, lines of credit etc.

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ITB 19.1	The bid validity period shall be <u>180 days</u> after the deadline set for the submission of the bid, the deadline being counted as day one of the validity period.
ITB 20.1	The Bidder shall furnish a <u>Bid Securing Declaration</u> in its original form as part of its bid.
ITB 21.1	In addition to the original of the bid, the number of copies is: <u>Zero (0)</u> .
D. Submission and Opening of Bids	
ITB 23.1	The Employer's address for the purpose of Bid submission is: Roads Authority Head Office c/o Mandume Ndemufayo Avenue and David Hosea Meroro Road Windhoek Bid Box Ground Floor, Each envelope shall be endorsed: <i>Individual Contractors' Blading of Gravel Roads Contract in the Keetmanshoop/Otjiwarongo/Oshakati Regions:</i> <i>Bid Reference Number: W/ONB/RA-05/2026</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. The deadline for submission of bids shall be as follows: Date: Thursday, 27 August 2026 Time: 11h00 am local time
ITB 22.2(b)	Bids shall be addressed to and delivered to the address as follows: Roads Authority, Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area Windhoek

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	Each envelope shall be endorsed: • <i>“Individual Contractors’ Contract for the Blading of Gravel Roads”</i> • <i>“KEETMANSHOOP/OTJIWARONGO/OSHAKATI REGIONS”</i> • <i>“Bid Reference Number: W/ONB/RA-05/2026”</i> With the name and address of the Bidder on the reverse side of the envelope.
ITB 23.1	Bids shall be received by the Employer at the above address no later than Thursday, 27 August 2026 at 11H00 AM local time
ITB 23.1	The Employer’s address for the purpose of Bid submission is: Procurement Management Unit Roads Authority Head Office, Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Bid Box Ground Floor, Windhoek <i>Date: 27 August 2026</i> <i>Time: 11h00 am local time</i>
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 local time</i>
E. Evaluation and Comparison of Bids	

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ITB 29.2	A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Bidding Document without material deviation, reservation, qualification or omission. A material deviation or qualification is one which, in the opinion of the Roads Authority: 1. Could detrimentally affect the scope, quality or performance of the Works; 2. Changes the Employer's or the Contractor's risks and responsibilities under the contract; or 3. Would affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.
ITB 29.3	The Employer shall examine the technical aspects of the bid submitted in Section IV of the Bidding Document to confirm that all requirements have been met without any material deviation, reservation or omission. The Employer needs to ensure that the Bidder has sufficient capacity to be able to fulfill his / her obligations in terms of Section V (Employer's Requirements).
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 on preferences</u> 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

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AIMS OF CODE

2. 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 local 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;
 - 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 local suppliers:

- a) manufacturers;
- b) micro, small and medium enterprises;
- c) previously disadvantaged persons;
- d) women owned enterprise;
- e) youth owned enterprises;

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- 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;
- (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

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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.
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.

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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

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			- declaration indicating the percentage of Namibian youth ownership
	PDP owned enterprise	2 percent	-IDs of all shareholders - 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 not 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 and Qualification Criteria

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Section III - Evaluation Criteria

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

Criteria No. 01:

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:

RULE 1: PRELIMINARY EXAMINATION — SUBSTANTIAL RESPONSIVENESS

- 1.1. Bids will firstly be examined to determine whether or not they substantially comply with all the requests and requirements of the Bidding Documents. A substantially responsive bid is one that complies with all 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.
- 1.2. As per Clause 52(12) of the Public Procurement Act of 2015 (Act 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.

RULE 2: CAPACITY AND EXPERIENCE CHECK

- 2.1. Bids will be examined for each substantially 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 works in full as outlined on the Contract. For this purpose, the various **Bidding Forms** and other information required (and requested for) in terms of this Bidding Document(s) will be utilised in order to determine (or assess) whether or not the Bidder has sufficient *overall* capacity to execute the works in the Contract.

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- 2.2. Bidders who are found to have insufficient *overall* capacity (insofar as it relates to the required experience, as well as the financial, human and material resources) to execute the works in the Contract shall be disqualified.

RULE 3: ARITHMETIC CORRECTION AND UNBALANCED RATES

- 3.1. 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 only those bidders deemed substantially responsive (insofar as it relates to the determinations in Rules 1 and 2 above) in respect of the Contract Area in this Bidding Document 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.
- 3.2. Those Bids that do not comply with these requirements shall be disqualified or the Employer shall direct that they be balanced before award if it turns out that they are the highest-ranked for consideration.

RULE 4: MARGIN OF PREFERENCE

- 4.1. A total Margin of Preference (MP) (in %) of up to 10% price preference factor for the Margin of Preference also see BDS ITB 32.1 above read together with the limitation of BDS ITB 6.2(a). The adjusted bid price shall be termed the *Comparative Amount* and shall only be used for ranking purposes after the financial evaluation (see Clause (b) and (c) below). However, at award and subsequent contract signing the arithmetically corrected amount shall be used.

RULE 5: RANKING OF BIDDERS

- 4.1. The *Bidders will be rated in ascending order* according to their respective **Comparative Amounts** 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. The *Bidder with the highest Rating will be recommended*, provided that in cases where the highest-rated Bidder has already been considered for recommendation for another Bid (namely, Bids for Emerging Contractors' Contracts located in **any** of the four (4) Roads Authority Maintenance Regions i.e. Keetmanshoop, Windhoek, Otjiwarongo and Oshakati Regions), the second-highest rated Bidder will be recommended, and so forth.

RULE 6: MAXIMUM OF ONE CONTRACT PER BIDDER

- 6.1. This Bid covers eleven (11) contract areas spread across four Roads Authority Maintenance Regions: six (6) areas in the Keetmanshoop Region, two (2) areas in the Otjiwarongo Region, and two (2) areas in the Oshakati Region.

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- 6.2. Each responsive bidder will only be awarded a maximum of only one (1) contract area out of a total of ten (10) contract areas. A bidder who has already been recommended for one contract area whether under this Bid or through a prior Roads Authority allocation (for the works relating to: Bids for Emerging Contractors' Contracts located in any of the five (5) Roads Authority Maintenance Regions i.e., Keetmanshoop, Windhoek, Otjiwarongo, Oshakati, Rundu Regions) will not be considered for any further contract area under this Bid, regardless of that bidder's price ranking, prior performance, or any other factor.
- 6.3. Where the highest-ranked bidder for a contract area cannot receive the award, the next highest-ranked eligible bidder is recommended, and so on down the ranking list.

RULE 7: DISQUALIFICATION — CPBN CONTRACT HOLDERS

- 7.1. A bidder who holds (or held) any of the following contracts awarded by the Central Procurement Board of Namibia (CPBN) since **2021**, is disqualified and will not be considered for any contract under this Bid:
- (a) a CPBN-awarded Development Contract for the Blading of Gravel Roads in any region is disqualified, no exception.
 - (b) a CPBN-awarded Nominated SME Contract for the Blading of Gravel Roads in any region is disqualified, subject only to the narrow exception in Rule 9; or
 - (c) a CPBN-awarded Regravelling Contract (GRU) for the Re-gravelling of Gravel Roads in any region is disqualified, no exception.
- 7.2. These disqualifications apply equally where the bidder participates as or through a Joint Venture. If any member of the Joint Venture holds a disqualifying CPBN contract, the entire Joint Venture is disqualified.
- 7.3. Disqualification is determined at the eligibility stage, before any technical or financial evaluation. A disqualified bidder is eliminated immediately and cannot proceed further in the evaluation process.

RULE 8: DISQUALIFICATION — PARTICIPATION THROUGH MULTIPLE ENTITIES

- 8.1. A bidder is disqualified if any person who is a member, director, shareholder, beneficial owner, or who holds any financial or other interest in the bidding entity also holds any such interest in two or more other companies or close corporations that have been

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awarded contracts for the Blading or Re-gravelling of Gravel Roads by either the CPBN or the Roads Authority.

- 8.2. This rule applies regardless of whether the connected person holds a majority or minority interest, whether the interest is direct or indirect, active or dormant, and whether the contracts held by the other entities were awarded by the CPBN or by the Roads Authority. If one person sits behind more than two contract-holding entities in any capacity every entity in which that person has an interest is disqualified from this Bid. The purpose of this rule is to prevent the accumulation of contracts through related or nominee entities.
- 8.3. Each bidder must disclose in writing, as part of its bid submission, the full names of all its members, directors, shareholders, and beneficial owners, and must state whether any of those persons hold any interest in any other company or close corporation that has been awarded a contract for the Blading or Re-gravelling of Gravel Roads. A false, incomplete, or absent disclosure is itself a ground for immediate disqualification.

RULE 9: THE ONLY EXCEPTION AND ITS ABSOLUTE CEILING

- 9.1. Rule 9 is the only exception to Rule 7 and applies solely to bidders who hold a CPBN-awarded Nominated SME Contract for the Blading of Gravel Roads. It is narrow and strictly applied. A bidder that does not satisfy all conditions stated below is disqualified under Rule 7.
- 9.2. A bidder holding a CPBN Nominated SME Contract for the Blading of Gravel Roads may be considered for one additional **Individual Contractor** contract area under this Bid, but only if **all three** of the following conditions are satisfied at the same time:
- (a) the bidder has held Nominated SME contractor status continuously since on or before 2012;
 - (b) the bidder has been awarded a Nominated SME contract by the CPBN for the Blading of Gravel Roads; and
 - (c) the bidder satisfies the Financial Capacity Ceiling under Section IV Part B2 and has complied with BDS ITB 6.2(e) and 6.2(g) (pro-rata) for the additional allocation.
- 9.3. If any one of these three conditions is not met, the exception does not apply and the bidder is disqualified under Rule 7.
- 9.4. Even where a bidder qualifies under the exception in paragraph 9.2 above, the maximum number of contract areas that bidder may hold is **one** in total, across all five

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Roads Authority Maintenance Regions combined for this maintenance activity i.e. **Individual Contractor**.

- 9.5. A bidder who holds a Nominated SME contract and an Emerging Contractor contract at any place in any region is ineligible for any contract under this Bid. The fact that the bidder was ranked first on price for a further contract area will not affect the evaluation and award. Thus, it will not make any difference when considering the award of an additional contract.
- 9.6. Where there are not enough eligible bidders after applying Rules 6, 7, 8, and 9 above, there are still not enough eligible bidders for a given contract area, the Employer may at its **sole discretion** recommend the highest-ranked eligible bidder for one additional **Individual Contractor** contract area, provided that bidder's total **does not exceed two contract areas**, the Financial Capacity Ceiling is not exceeded, and BDS ITB 6.2(e) and 6.2(g) (pro-rata) are complied with. This discretion cannot be used to revive the eligibility of a bidder who is disqualified or who has already reached the two-contract ceiling.

HOW TO APPLY THE RULES — ELIGIBILITY CHECKLIST

- 10.1. **Interpretation of the above RULES.** These rules are exhaustive. A bidder cannot rely on ambiguity, general procurement principles, price ranking or prior performance to claim a contract that these rules do not permit. Where a bidder's situation is not expressly covered by Rule 9, Rule 7 applies and the bidder is disqualified. The stricter reading always prevails.

(b) Unbalanced 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 10% up or 5% down** from the respective Standard 'Benchmark' Price(s) calculated for this Bidding process shall be deemed to be non-compliant and shall be rejected. By ensuring that contracts are signed at reasonable rates the Employer will ensure that the risk of default will be reduced.
- ii. 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.

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(d) 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 whose: 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 whose 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 mean of the compliant bidder's bid price from the arithmetic mean.

2. IN ADDITION TO THE ABOVE, THE FOLLOWING EVALUATION CRITERIA SHALL APPLY:

a) Adequacy of Technical Proposal

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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) Multiple Contracts

For details of allocating multiple contracts please refer to sub-clause 1 (a) 'Application of Evaluation Procedure' above with specific reference to items (vi) and (vii).

c) Completion Time

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

d) Technical Alternatives

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

e) Margins of Preference

With respect ITB 32.1 and as expanded on in BDS ITB 32.1 read together with BDS ITB 6.2(a) the following Margin of Preference shall apply accordingly:

- i. The bidder shall qualify for a total of seven percent (7%) Price Preference on the Bidder's Total Cost for falling under the specified categories of bidders:
 - MSME (1%)
 - Women (1%)
 - Youth (2%)
 - PDP owned enterprise (2%)
 - Suppliers providing employment to Namibians (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 (page 15)		
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	Are all pages of the bid (being supporting documents and bidding forms of the bidding document), are signed or initialed by the person duly authorized to sign 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?		
OVERALL <u>ADMINISTRATIVE</u> COMPLIANCE			

Failure to submit all above listed documents or to comply with any of the above requests including related requests as outlined in the Bidding Data Sheet of Section II (of this Bidding Document) above; the bidder shall be deemed non-compliant, and henceforward 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 to be read together with the corresponding clause of the BDS)		
5	Bidder have a 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.		

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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 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 duly 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 above listed documents or to comply with any of the above requests including related requests as outlined in the Bidding Data Sheet of Section II (of this Bidding Document) above; the bidder shall be deemed non-compliant, and henceforward disqualified and excluded from further evaluation and comparison.

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c) Technical Evaluation Criteria:

#	Description and ITB/BDS References	Yes	No
1	In addition to the documents listed in ITB 6.2 (a), bidders shall include: 1. Confirmation of locality through or by the following: - a) <u>A certified copy</u> of the valid fitness Certificate, or b) <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 c) <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, or d) <u>A certified copy</u> 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. 2. <u>Power of Attorney</u> signed by the Bidder, duly 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> <i>Ref. BDS Clause 6.2 (b).</i>		
2	In addition to the documents listed in ITB 6.2 (a), bidders shall include: 3. Confirmation of locality through or by the following: - e) <u>A certified copy</u> of the valid fitness Certificate, or f) <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		

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	g) <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, or h) <u>A certified copy</u> 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. 4. <u>Power of Attorney</u> signed by the Bidder, duly 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> <i>Ref. BDS Clause 6.2 (b).</i>		
3	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 any of the following: • <u>Blading of Gravel Roads, or</u> • <u>Construction and Maintenance of Gravel roads, or</u> • <u>Construction and Maintenance of Salt Roads, or</u> • <u>Road Betterment Unit (RBU) works, or</u> • <u>Any Earthworks related works, and/or</u> • <u>Layer-works including platforms.</u> <i>Ref. BDS Clause 6.2 (c).</i>		
4	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 BDS ITB 6.2 (d): 1. Mandatory Plant:		

INITIALS _____

No	Equipment Type and Characteristics	Minimum Number required
1	Grader, new at the Start of the Contract	0
2	Grader, maximum 11-year-old or 20,000 hours at the Start of the Contract	1
3	Grader, For the Opuwo Contract Areas (Ref. IC-OSH 01 and IC-OSH 02), the age specifications for the Graders is as follows: maximum 5-years-old or less than or equal to 10,000 hours.	1
4	Standby Grader, any age but mechanically sound (to be available within 48 hours of the production grader)	1
5	Caravans as per Specification	1
6	Diesel Truck (min 5000 lt capacity) (minimum 5-ton (carrying capacity) truck)	1

For the above plant/equipment the Bidder shall enclose in his Bid a **valid NaTIS Registration Certificate** as proof ownership as well as the latest **NaTIS Motor Vehicle Licensing Disk**.

2. Mandatory Consumables:

In addition to the above, the Bidder must submit a letter of intent from suppliers expressing the willingness to efficiently supply the following during the duration the Contract Period:

- Provision of Fuel and Fuel products,
- Provision of Tyre (s),
- Provision of blades and related parts equipment, and
- Grader Monitoring System.

3. Optional plant (if and when needed) to be listed in the asset Register:

- Temporary Road Signs.

INITIALS_____

	Ref. BDS Clause 6.2 (d) for evidentiary documents required to determine proof of ownership insofar as it related to the NATIS registrable plant; as well as the proofs for lease or hire. 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, Rent or intent to purchase. Evidentiary proof shall be in accordance to: <i>Ref. BDS Clause 6.2 (d)</i>		
5	The bidder shall submit detailed curriculum vitae of the key personnel) to be employed on the project i.e.: 1. Project /Contracts Manager <i>(with 10 years general experience and 5 years' experience in similar works plus relevant educational qualification (E.g., Diploma/B-Tech/Bachelor's Degree in Engineering or related)</i> 2. Site Agent / Foreman <i>(with 5 years general experience and 3 years' experience in similar works plus relevant qualification (Minimum Educational Qualification: Artisanal Trade in Building & Civil Engineering (N3) or similar)</i> 3. 2x Grader Operators <i>(with minimum 3 years project specific experience)</i> 4. 1x Diesel Mechanic <i>(with minimum 5 years work experience with relevant trade qualifications) – Part Time</i> It should be <u>noted</u> that all CV(s) of the key personnel listed above must be accompanied by an <u>original signed letter of consent including a certified copy of the owner's (i.e. being the key personnel and owner of the CV) Namibian National Identity Document (Nam, ID).</u> Conformation to <u>BDS Clause 6.2 (e)</u> as it relates to letters of consent shall ensure. <i>Ref. BDS Clause 6.2 (e).</i>		

INITIALS _____

6	The Bidder shall submit the appropriate financial 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 five (5) 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 five (5) years</u>. <i>Ref. BDS Clause 6.2 (f).</i>		
7	The Bidder shall submit evidentiary proof of working capital in the form as indicated in: The minimum amount of working capital to be availed shall be N\$ 1,088,027.71 per each Individual Contractors' Contract. <i>Ref. BDS Clause 6.2 (g).</i>		
8	The Contractor must have a minimum average annual financial amount of construction of <u>N\$ 1,800 000.00, for any of five (5) years over last ten (10) years</u>. <i>Ref. BDS Clause 6.3 (a).</i>		
9	Bidders shall submit a complete list of past experience and references of a <u>minimum of two (2)</u> of the three (3) years in similar projects as listed in: <i>Ref. BDS Clause 6.3 (b).</i>		
OVERALL TECHNICAL COMPLIANCE			

Failure to submit all above listed documents or to comply with any of the above requests including related requests as outlined in the Bidding Data Sheet of Section II (of this Bidding Document) above; the bidder shall be deemed non-compliant, and henceforward 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: The minimum amount of working capital to be availed shall be N\$ 1,088,027.71 per each Individual Contractors' Contract. <i>Ref. BDS Clause 6.2 (g).</i>		
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 Daywork 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 unbalanced rates, requiring clarification prior to awarding of the contract? <i>Ref. ITB Clause 33.4</i>		
6	Does the bidder qualify for a Margin of Preference of up-to 10% on the Bidder's Total Cost for adhering to the criteria highlighted in BDS ITB 32.1? <i>Ref. BDS Clause 32.1 (a)</i>		
7	Does the bidder qualify for a Margin of Preference of up-to 10% on the Bidder's Total Cost for adhering to the criteria highlighted in BDS ITB 32.1? <i>Ref. BDS Clause 32.1 (a)</i>		
OVERALL <u>FINANCIAL</u> COMPLIANCE			

Failure to submit all above listed documents or to comply with any of the above requests including related requests as outlined in the Bidding Data Sheet of Section II (of this Bidding

INITIALS _____

Document) above; the bidder shall be deemed non-compliant, and henceforward disqualified and excluded from further evaluation and comparison.

INITIALS _____

2. ORDER OF SUPPORTING DOCUMENTS:

This check list is prepared as a reminder to assist the Bidder in ensuring that all his/her documentation required for is bidding document are enclosed in his Bid. The Bidder is not required to fill in this form for part proof of responsiveness.

In addition, any piece of document omitted from this checklist yet however, required or requested for in the BDS or at any in any other parts of this bidding document should not be construed as a non-requirement. The requests in the ITB, BDS and Bidding Forms shall prevail over those highlighted in this checklist.

As such the checklist remains a mere illustration and guide for the preparation of the Bidders Bid and by extension the order of his book of supporting documents.

ORDER OF SUPPORTING DOCUMENTS	<u>Docs. Attached:</u>	
	Yes	No
Section I		
Valid certified copy of a Company Registration Certificate		
Original or Certified Copy of valid Good Standing Tax Certificate;		
Original or Certified Copy of valid Good Standing Social Security Certificate; valid on or after date of advertisement.		
Certified copy of valid Affirmative Action Compliance Certificate,		
An undertaking on remuneration in terms of section 138 of the Labor Act, 2015		
Certified Copy of Identification Documents of Directors		
Section II		
<u>Power of Attorney</u> signed by the Bidder, duly authorizing signatory to the Bid, accompanied by certified copies of IDs of signatories and acceptance of authority.		

INITIALS _____

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).		
• Proof locality/residence: Municipal Fitness Certificate or Letter of Lease accompanied by proof of municipal bill of the Lesser/Owner (Ref. Sect. III Clause 1.6 (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		

INITIALS _____

• 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		

Section IV - Bidding Forms

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Section IV - Part A: Bid Submission Form

INITIALS _____

Part A: Bid Submission Form

Date: _____

Procurement Reference No: **W/ONB/RA-___/2025**

To:

Roads Authority
Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area,
Windhoek

Sir/Madam,

CONTRACT No: W/ONB/RA-___/2025**INDIVIDUAL CONTRACTORS' CONTRACT FOR THE BLADING OF GRAVEL ROADS IN
THE KEETMANSHOOP/OTJIWARONGO/OSHAKATI 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 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	TOTAL AMOUNT (INCL. VAT) N\$
IC-KHP 01	Keetmanshoop	Keetmanshoop		
IC-KHP 02	Keetmanshoop	Keetmanshoop		
IC-KHP 03	Keetmanshoop	Karasburg		
IC-KHP 04	Keetmanshoop	Karasburg		

INITIALS _____

CONTRACT AREA NUMBER	REGION	CONTRACT AREA	AMOUNT IN WORDS	TOTAL AMOUNT (INCL. VAT) N\$
IC-KHP 05	Keetmanshoop	Mariental		
IC-KHP 06	Keetmanshoop	Mariental		
IC-OTJ 01	Otjiwarongo	Otjiwarongo		
IC-OTJ 02	Otjiwarongo	Otjiwarongo		
IC-OSH 01	Oshakati	Opuwo		
IC-OSH 02	Oshakati	Opuwo		

(c) The total price of our Bid after discounts, if any, offered in item (d) below is:

CONTRACT AREA NUMBER	REGION	CONTRACT AREA	PERCENTAGE DISCOUNT (%)	TOTAL AMOUNT AFTER DISCOUNT (INCL. VAT) N\$
IC-KHP 01	Keetmanshoop	Keetmanshoop		
IC-KHP 02	Keetmanshoop	Keetmanshoop		
IC-KHP 03	Keetmanshoop	Karasburg		
IC-KHP 04	Keetmanshoop	Karasburg		
IC-KHP 05	Keetmanshoop	Mariental		
IC-KHP 06	Keetmanshoop	Mariental		
IC-OTJ 01	Otjiwarongo	Otjiwarongo		
IC-OTJ 02	Otjiwarongo	Otjiwarongo		
IC-OSH 01	Oshakati	Opuwo		

INITIALS _____

CONTRACT AREA NUMBER	REGION	CONTRACT AREA	PERCENTAGE DISCOUNT (%)	TOTAL AMOUNT AFTER DISCOUNT (INCL. VAT) N\$
IC-OSH 02	Oshakati	Opuwo		

- (d) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) 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.
- (f) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;⁴
- (k) 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;
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

If awarded the contract, the person named below shall act as Contractor's Representative:

Name of Contractor's
Representative: _____

⁴ Use one of the two options as appropriate.

INITIALS _____

In the capacity of:

Signed:

Duly authorized to
sign the Bid for and on
behalf of (Company
Name):

Date:

Place:

Name and Seal of
Company:

Address of Company:

Company Telephone
Number:

Company E-mail
Address:

Name of Witness:

INITIALS _____

Signature of Witness:

Address of Witness:

Telephone Number of
Witness:

INITIALS _____

Section IV - Part B1: Bid Securing Declaration

INITIALS _____

*Appendix to Bid Submission Form***Part B1: Bid Securing Declaration****(Section 45 of Act) (Regulation 37(1)(b) and 37(5))****Date:**[Day|month|year]**Procurement Ref No.: W/ONB/RA-___/2025****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 amounts of ‘Maximum Combined Contract Value’ and ‘Maximum Amount of Performance Guarantee’ as stated in my/our* ‘Financial Capacity Ceiling Declaration’ (being Sec IV Part B2 of this Bidding Document).

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

Signed:

.....

INITIALS_____

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

Capacity of:

.....

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

Name:

.....

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

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

.....

[insert complete name of Bidder 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 _____

Section IV - Part B2: Financial Capacity Ceiling Declaration

Appendix to Bid Submission Form

INITIALS _____

Part B2: Financial Capacity Ceiling Declaration

Date:[Day|month|year]

Procurement Ref No.: W/ONB/RA-___/2025

To: The Roads Authority

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 necessary Plant and Equipment in compliance with Section V Part A 'Standard Specification'.

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* 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'.

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:

INITIALS _____

.....
[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 _____

Section IV - Part C1: Price Adjustment Form

INITIALS _____

ITEM	CLAUSE(S) IN SPECIAL CONDITIONS OF CONTRACT	NAME OF CONTRACT AREA (Keetmanshoop)	NAME OF CONTRACT AREA (Keetmanshoop)	NAME OF CONTRACT AREA (Karasburg)	NAME OF CONTRACT AREA (Karasburg)	NAME OF CONTRACT AREA (Mariental)	NAME OF CONTRACT AREA (Mariental)	NAME OF CONTRACT AREA (Otjiwarongo)	NAME OF CONTRACT AREA (Otjiwarongo)	NAME OF CONTRACT AREA (Opuwo)	NAME OF CONTRACT AREA (Opuwo)
PRICE VARIATION FOR PETROLEUM	SCC 44.1	SCC 44.1	SCC 44.1	SCC 44.1	SCC 44.1	SCC 44.1	SCC 44.1	SCC 44.1	SCC 44.1	SCC 44.1	SCC 44.1
PRODUCTS:	BASE DATE	BASE RATE (INCL. TRANSPORT)	BASE RATE (INCL. TRANSPORT)	BASE RATE (INCL. TRANSPORT)	BASE RATE (INCL. TRANSPORT)	BASE RATE (INCL. TRANSPORT)	BASE RATE (INCL. TRANSPORT)	BASE RATE (INCL. TRANSPORT)	BASE RATE (INCL. TRANSPORT)	BASE RATE (INCL. TRANSPORT)	BASE RATE (INCL. TRANSPORT)
93 Octane Petrol											
95 Octane Petrol											
500 Diesel Fuel, pump price at nearest pump											
50 Diesel Fuel, pump price at nearest pump											
Oil Products											

INITIALS _____

Part C1: Price Adjustment Form

Table of Price Adjustment Data

Notes:

1. The Contractor shall be required to substantiate the above rates or prices with documentary evidence when called upon to do so.
2. In case that more space is needed for additional supply centers or Contract Areas, Bidders may include additional pages in the 'Book of Supporting Documentation'.

INITIALS _____

SIGNED ON BEHALF OF TENDERER:.....

Section IV - Part C2: Labour Act Compliance Form

INITIALS _____

Part C2: Labour Act Compliance Form



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of Section 138 of the Labour Act, 2015 and section 50(2)(d) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

INITIALS _____

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

INITIALS _____

Section IV - Part D: Bill of Quantities

INITIALS _____

Part D: Schedule of Quantities / 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 Tender.
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 shall disqualify the tender.**
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.

INITIALS _____

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 Tenderer must price each item in the Schedule of Quantities in Black Ink. Alternatively, relevant portions of the Schedule of Quantities (including tender 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 Tender. In such cases, the existing yellow pages of the Schedule of Quantities included in Section IV Part D of the Tender 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 Tender Document. No other priced document will be acceptable unless it is provided (in hard copy and / or electronically) in terms of a Notice to Tenderers issued before the tender 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 tendered against the respective items in the Schedule of Quantities.

INITIALS _____

SCHEDULE OF QUANTITIES

W/ONB/RA-05/2026

CONTRACT AREA: IC-KHP 01 (KEETMANSHOOP)

CONTRACT PERIOD:

CONTRACT AREA:

KEETMANSHOOP

4.00 Years

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES						
W/ONB/RA-05/2026			CONTRACT AREA: IC-KHP 01			
GU-KHP 09 BLADING AREA			KEETMANSHOOP			
CONTRACT PERIOD:			4.00 Years			
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3000 : BLADING OF ROADS						
<u>Part</u>	<u>B:</u>	<u>Reserved for an Individual Contractor</u> <u>Grader Required: Cat 120 K (or similar)</u> <u>Maximum Age of Grader (at the Start of Contract): 11 years</u> <u>Medium Terrain</u>				
1.0		3300 General				
1.1	33.01	(a) Establish Initial Camp	sum	1		
1.2		(b) Install Grader Monitoring System	sum	1		
1.3		(c) Maintain Grader Monitoring System	month	48		
1.4	33.02	Transport by LDV Truck	km	2,000		
2.0		3400 Blading of Gravel Roads				
2.1	34.01	Blading of gravel roads, side slopes & road res.				
2.2		(a) (i) Light blading (Cat 120G or similar)	bl-km	68,000		
2.4		(b) (i) Heavy blading (Cat 120G or similar)	bl-km	500		
2.6		(c) (i) Travelling (Cat 120G or similar)	km	9,600		
3.0		1900 Dayworks				
3.1	70.01	(i) Work under Cat 120G (or similar) Grader Unit rate	hour	500		
3.2	71.01	(a) Unskilled labour	hour	80		
3.3	71.01	(b) Grader Operator	hour	80		
3.4	71.02	(a) Cat 120G Grader (or similar)	hour	80		
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80		
3.7	71.03	(b) Materials	prov.sum	1	12,000.00	12,000.00
3.8	71.04	Price Adjustment and Rise & Fall	prov.sum	1	600,000.00	600,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A:
SUMMARY OF SECTIONS
IC-KHP 01 (KEETMANSHOOP)

AREA	DESCRIPTION	TOTAL N\$
	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
IC-KHP 01	Fixed and Time-Related Obligations	
GU-KHP 09	Grader Required: Cat 120 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B: BID SUM IC-KHP 01 (KEETMANSHOOP)				
DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS CARRIED FORWARD FROM SCHEDULE A				
PROVISIONAL SUMS PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)	Prov.	Sum		150,000.00
PS12007 PROVISION FOR TRAINING	Prov.	Sum		300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

SCHEDULE OF QUANTITIES

W/ONB/RA-05/2026

CONTRACT AREA: IC-KHP 02 (KEETMANSHOOP)

CONTRACT AREA:

KEETMANSHOOP

CONTRACT PERIOD:

4.00 Years

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES						
W/ONB/RA-05/2026				CONTRACT AREA: IC-KHP 02		
U-KHP 16 BLADING AREA				KEETMANSHOOP		
RACT PERIOD:				4.00	Years	EC-KHP 01
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3000 : BLADING OF ROADS						
<u>Part</u>	<u>B:</u>	<u>Reserved for an Individual Contractor</u> <u>Grader Required: Cat 120 K (or similar)</u> <u>Maximum Age of Grader (at the Start of Contract): 11 years</u> <u>Medium Terrain</u>				
1.0		3300 General				
1.1	33.01	(a) Establish Initial Camp	sum	1		
1.2		(b) Install Grader Monitoring System	sum	1		
1.3		(c) Maintain Grader Monitoring System	month	48		
1.4	33.02	Transport by LDV Truck	km	2,000		
2.0		3400 Blading of Gravel Roads				
2.1	34.01	Blading of gravel roads, side slopes & road res.				
2.2		(a) (i) Light blading (Cat 120G or similar)	bl-km	69,000		
2.4		(b) (i) Heavy blading (Cat 120G or similar)	bl-km	450		
2.6		(c) (i) Travelling (Cat 120G or similar)	km	9,600		
3.0		1900 Dayworks				
3.1	70.01	(i) Work under Cat 120G (or similar) Grader Unit rate	hour	500		
3.2	71.01	(a) Unskilled labour	hour	80		
3.3	71.01	(b) Grader Operator	hour	80		
3.4	71.02	(a) Cat 120G Grader (or similar)	hour	80		
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80		
3.7	71.03	(b) Materials	prov.sum	1	12,000.00	12,000.00
3.8	71.04	Contingencies and Rise & Fall	prov.sum	1	600,000.00	600,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A:
SUMMARY OF SECTIONS
IC-KHP 02 (KEETMANSHOOP)

AREA	DESCRIPTION	TOTAL N\$
	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
IC-KHP 02	Fixed and Time-Related Obligations	
GU-KHP 16	Grader Required: Cat 120 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B: BID SUM IC-KHP 01 (KEETMANSHOOP)				
DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS CARRIED FORWARD FROM SCHEDULE A				
PROVISIONAL SUMS PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)	Prov.	Sum		150,000.00
PS12007 PROVISION FOR TRAINING	Prov.	Sum		300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

SCHEDULE OF QUANTITIES

W/ONB/RA-05/2026

CONTRACT AREA: IC-KHP 03 (KARASBURG)

CONTRACT PERIOD:

CONTRACT AREA:

KARASBURG

4.00 Years

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES						
GU-KHP 01 BLADING AREA				CONTRACT AREA: IC-KHP 03		
CONTRACT PERIOD:				4.00 Years		
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3000 : BLADING OF ROADS						
Part	B:	Reserved for an Individual Contractor Grader Required: Cat 120 K (or similar) Maximum Age of Grader (at the Start of Contract): 11 years Medium Terrain				
1.0		3300 General				
1.1	33.01	(a) Establish Initial Camp	sum	1		
1.2		(b) Install Grader Monitoring System	sum	1		
1.3		(c) Maintain Grader Monitoring System	month	48		
1.4	33.02	Transport by LDV Truck	km	2,000		
2.0		3400 Blading of Gravel Roads				
2.1	34.01	Blading of gravel roads, side slopes & road res.				
2.2		(a) (i) Light blading (Cat 120G or similar)	bl-km	68,200		
2.4		(b) (i) Heavy blading (Cat 120G or similar)	bl-km	500		
2.6		(c) (i) Travelling (Cat 120G or similar)	km	9,600		
3.0		1900 Dayworks				
3.1	70.01	(i) Work under Cat 120G (or similar) Grader Unit rate	hour	500		
3.2	71.01	(a) Unskilled labour	hour	80		
3.3	71.01	(b) Grader Operator	hour	80		
3.4	71.02	(a) Cat 120G Grader (or similar)	hour	80		
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80		
3.7	71.03	(b) Materials	prov.sum	1	12,000.00	12,000.00
3.8	71.04	Price Adjustment and Rise & Fall	prov.sum	1	600,000.00	600,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A: SUMMARY OF SECTIONS IC-KHP 03 (KARASBURG)		
AREA	DESCRIPTION	TOTAL N\$
	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
IC-KHP 03	Fixed and Time-Related Obligations	
GU-KHP 01	Grader Required: Cat 120 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B:
BID SUM
IC-KHP 03 (KARASBURG)

DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS				
CARRIED FORWARD FROM SCHEDULE A				0.00
PROVISIONAL SUMS				
PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA	Prov.	Sum		150,000.00
CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)				
PS12007 PROVISION FOR TRAINING	Prov.	Sum		300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

SCHEDULE OF QUANTITIES						
W/ONB/RA-05/2026				CONTRACT AREA:		
CONTRACT AREA: IC-KHP 04 (KARASBURG)				KARASBURG		
CONTRACT PERIOD:				4.00	Years	
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES						
W/ONB/RA-05/2026				CONTRACT AREA: IC-KHP 04		
GU-KHP 05 BLADING AREA				KARASBURG		
RACT PERIOD:				4.00 Years		
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3000 : BLADING OF ROADS						
<u>Part</u>	<u>B:</u>	<u>Reserved for an Individual Contractor</u> <u>Grader Required: Cat 120 K (or similar)</u> <u>Maximum Age of Grader (at the Start of Contract): 11 years</u> <u>Medium Terrain</u>				
1.0		3300 General				
1.1	33.01	(a) Establish Initial Camp	sum	1		
1.2		(b) Install Grader Monitoring System	sum	1		
1.3		(c) Maintain Grader Monitoring System	month	48		
1.4	33.02	Transport by LDV Truck	km	2,000		
2.0		3400 Blading of Gravel Roads				
2.1	34.01	Blading of gravel roads, side slopes & road res.				
2.2		(a) (i) Light blading (Cat 120G or similar)	bl-km	68,560		
2.4		(b) (i) Heavy blading (Cat 120G or similar)	bl-km	500		
2.6		(c) (i) Travelling (Cat 120G or similar)	km	9,600		
3.0		1900 Dayworks				
3.1	70.01	(i) Work under Cat 120G (or similar) Grader Unit rate	hour	500		
3.2	71.01	(a) Unskilled labour	hour	80		
3.3	71.01	(b) Grader Operator	hour	80		
3.4	71.02	(a) Cat 120G Grader (or similar)	hour	80		
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80		
3.7	71.03	(b) Materials	prov.sum	1	12,000.00	12,000.00
3.8	71.04	Contingencies and Rise & Fall	prov.sum	1	600,000.00	600,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A: SUMMARY OF SECTIONS IC-KHP 04 (KARASBURG)		
AREA	DESCRIPTION	TOTAL N\$
IC-KHP 04	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
	Fixed and Time-Related Obligations	
GU-KHP 05	Grader Required: Cat 120 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B:
BID SUM
IC-KHP 04 (KARASBURG)

DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS CARRIED FORWARD FROM SCHEDULE A				
PROVISIONAL SUMS PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)				150,000.00
PS12007 PROVISION FOR TRAINING				300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

SCHEDULE OF QUANTITIES

W/ONB/RA-05/2026

CONTRACT AREA: IC-KHP 05 (MARIENTAL)

CONTRACT PERIOD:

CONTRACT AREA:

MARIENTAL

4.00 Years

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES						
W/ONB/RA-05/2026			CONTRACT AREA:		IC-KHP 05	
GU-KHP 23 BLADING AREA			MARIENTAL			
CONTRACT PERIOD:			4.00		Years	
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3000 : BLADING OF ROADS						
	<u>Part</u>	<u>B:</u>	Reserved for an Individual Contractor			
			Grader Required: Cat 120 K (or similar)			
			Maximum Age of Grader (at the Start of Contract): 11 years			
			Easy Terrain			
1.0		3300 General				
1.1	33.01	(a) Establish Initial Camp	sum	1		
1.2		(b) Install Grader Monitoring System	sum	1		
1.3		(c) Maintain Grader Monitoring System	month	48		
1.4	33.02	Transport by LDV Truck	km	2,000		
2.0		3400 Blading of Gravel Roads				
2.1	34.01	Blading of gravel roads, side slopes & road res.				
2.2		(a) (i) Light blading (Cat 120G or similar)	bl-km	65,600		
2.4		(b) (i) Heavy blading (Cat 120G or similar)	bl-km	2,400		
2.6		(c) (i) Travelling (Cat 120G or similar)	km	12,000		
3.0		1900 Dayworks				
3.1	70.01	(i) Work under Cat 120G (or similar) Grader Unit rate	hour	300		
3.2	71.01	(a) Unskilled labour	hour	80		
3.3	71.01	(b) Grader Operator	hour	80		
3.4	71.02	(a) Cat 120G Grader (or similar)	hour	80		
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80		
3.7	71.03	(b) Materials	prov.sum	1	12,000.00	12,000.00
3.8	71.04	Price Adjustment and Rise & Fall	prov.sum	1	600,000.00	600,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A:**SUMMARY OF SECTIONS****IC-KHP 05 (MARIENTAL)**

AREA	DESCRIPTION	TOTAL N\$
	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
IC-KHP 05	Fixed and Time-Related Obligations	
GU-KHP 23	Grader Required: Cat 120 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B: BID SUM IC-KHP 05 (MARIENTAL)				
DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS				
CARRIED FORWARD FROM SCHEDULE A				0.00
PROVISIONAL SUMS				
PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA				
CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)	Prov.	Sum		150,000.00
PS12007 PROVISION FOR TRAINING	Prov.	Sum		300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

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SCHEDULE OF QUANTITIES

				CONTRACT AREA:		
CONTRACT AREA: IC-KHP 06 (MARIENTAL)				MARIENTAL		
CONTRACT PERIOD:				4.00 Years		
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES						
GU-KHP 26 BLADING AREA			CONTRACT AREA:		IC-KHP 06	
CONTRACT PERIOD:			4.00		Years	
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3000 : BLADING OF ROADS						
	<u>Part</u>	<u>B:</u>	Reserved for an Individual Contractor			
			Grader Required: Cat 120 K (or similar)			
			Maximum Age of Grader (at the Start of Contract): 11 years			
			Easy Terrain			
1.0		3300 General				
1.1	33.01	(a) Establish Initial Camp	sum	1		
1.2		(b) Install Grader Monitoring System	sum	1		
1.3		(c) Maintain Grader Monitoring System	month	48		
1.4	33.02	Transport by LDV Truck	km	2,000		
2.0		3400 Blading of Gravel Roads				
2.1	34.01	Blading of gravel roads, side slopes & road res.				
2.2		(a) (i) Light blading (Cat 120G or similar)	bl-km	65,600		
2.4		(b) (i) Heavy blading (Cat 120G or similar)	bl-km	2,400		
2.6		(c) (i) Travelling (Cat 120G or similar)	km	12,000		
3.0		1900 Dayworks				
3.1	70.01	(i) Work under Cat 120G (or similar) Grader Unit rate	hour	300		
3.2	71.01	(a) Unskilled labour	hour	80		
3.3	71.01	(b) Grader Operator	hour	80		
3.4	71.02	(a) Cat 120G Grader (or similar)	hour	80		
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80		
3.7	71.03	(b) Materials	prov.sum	1	12,000.00	12,000.00
3.8	71.04	Contingencies and Rise & Fall	prov.sum	1	600,000.00	600,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A:**SUMMARY OF SECTIONS****IC-KHP 06 (MARIENTAL)**

AREA	DESCRIPTION	TOTAL N\$
	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
IC-KHP 06	Fixed and Time-Related Obligations	
GU-KHP 26	Grader Required: Cat 120 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B:
BID SUM
IC-KHP 06 (MARIENTAL)

DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS				
CARRIED FORWARD FROM SCHEDULE A				0.00
PROVISIONAL SUMS				
PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA	Prov.	Sum		150,000.00
CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)				
PS12007 PROVISION FOR TRAINING	Prov.	Sum		300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

SCHEDULE C
SUMMARY OF CONTRACT AREAS

CONTRACT AREA	REGION	CONTRACT AREA	TOTAL AMOUNT (INCL. VAT) N\$
IC-KHP 01	Keetmanshoop	Keetmanshoop	
IC-KHP 02	Keetmanshoop	Keetmanshoop	
IC-KHP 03	Keetmanshoop	Karasburg	
IC-KHP 04	Keetmanshoop	Karasburg	
IC-KHP 05	Keetmanshoop	Mariental	
IC-KHP 06	Keetmanshoop	Mariental	

SIGNED ON BEHALF OF TENDERER

SCHEDULE OF QUANTITIES

W/ONB/RA-05/2026

CONTRACT AREA: IC-OTJ 01 (OTJIWARONGO)

CONTRACT AREA:

OTJIWARONGO

CONTRACT PERIOD:

4.0 Years

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES						
W/ONB/RA-05/2026			CONTRACT AREA: IC-OTJ 01			
GU-OTJ 14 BLADING AREA			OTJIWARONGO			
CONTRACT PERIOD:			4.0 Years			
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3000 : BLADING OF ROADS						
<u>Part</u>	<u>B:</u>	<u>Reserved for an Individual Contractor</u> <u>Grader Required: Cat 120 K (or similar)</u> <u>Maximum Age of Grader (at the Start of Contract): 11 years</u> <u>Medium Terrain</u>				
1.0		3300 General				
1.1	33.01	(a) Establish Initial Camp	sum	1		
1.2		(b) Install Grader Monitoring System	sum	1		
1.3		(c) Maintain Grader Monitoring System	month	48		
1.4	33.02	Transport by LDV Truck	km	2,000		
2.0		3400 Blading of Gravel Roads				
2.1	34.01	Blading of gravel roads, side slopes & road res.				
2.2		(a) (i) Light blading (Cat 120K or similar)	bl-km	69,752		
2.4		(b) (i) Heavy blading (Cat 120K or similar)	bl-km	450		
2.6		(c) (i) Travelling (Cat 120K or similar)	km	4,800		
3.0		1900 Dayworks				
3.1	70.01	(i) Work under Cat 120K (or similar) Grader Unit rate	hour	300		
3.2	71.01	(a) Unskilled labour	hour	80		
3.3	71.01	(b) Grader Operator	hour	80		
3.4	71.02	(a) Cat 120K Grader (or similar)	hour	80		
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80		
3.7	71.03	(b) Materials	prov.sum	1	16,000.00	16,000.00
3.8	71.04	Price Adjustment and Rise & Fall	prov.sum	1	600,000.00	600,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A:**SUMMARY OF SECTIONS
IC-OTJ 01 (OTJIWARANGO)**

AREA	DESCRIPTION	TOTAL N\$
	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
IC-OTJ 01	Fixed and Time-Related Obligations	
GU-OTJ 14	Grader Required: Cat 120 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B: BID SUM IC-OTJ 01 (OTJIWARANGO)				
DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS CARRIED FORWARD FROM SCHEDULE A				
PROVISIONAL SUMS PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)				150,000.00
PS12007 PROVISION FOR TRAINING				300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

SCHEDULE OF QUANTITIES

W/ONB/RA-05/2026

CONTRACT AREA: IC-OTJ 02 (OTJIWARONGO)

CONTRACT AREA:

OTJIWARONGO 02

CONTRACT PERIOD:

4.0 Years

ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES						
W/ONB/RA-05/2026			CONTRACT AREA: IC-OTJ 02			
GU-OTJ 15 BLADING AREA			OTJIWARONGO 02			
CONTRACT PERIOD:			4.0 Years			
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3000 : BLADING OF ROADS						
Part	B:	Reserved for an Individual Contractor Grader Required: Cat 120 K (or similar) Maximum Age of Grader (at the Start of Contract): 11 years Medium Terrain				
1.0		3300 General				
1.1	33.01	(a) Establish Initial Camp	sum	1		
1.2		(b) Install Grader Monitoring System	sum	1		
1.3		(c) Maintain Grader Monitoring System	month	48		
1.4	33.02	Transport by LDV Truck	km	2,000		
2.0		3400 Blading of Gravel Roads				
2.1	34.01	Blading of gravel roads, side slopes & road res.				
2.2		(a) (i) Light blading (Cat 120K or similar)	bl-km	68,488		
2.4		(b) (i) Heavy blading (Cat 120K or similar)	bl-km	450		
2.6		(c) (i) Travelling (Cat 120K or similar)	km	4,800		
3.0		1900 Dayworks				
3.1	70.01	(i) Work under Cat 120K (or similar) Grader Unit rate	hour	400		
3.2	71.01	(a) Unskilled labour	hour	80		
3.3	71.01	(b) Grader Operator	hour	80		
3.4	71.02	(a) Cat 120K Grader (or similar)	hour	80		
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80		
3.7	71.03	(b) Materials	prov.sum	1	16,000.00	16,000.00
3.8	71.04	Contingencies and Rise & Fall	prov.sum	1	600,000.00	600,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A:**SUMMARY OF SECTIONS
IC-OTJ 02 (OTJIWARANGO)**

AREA	DESCRIPTION	TOTAL N\$
	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
IC-OTJ 02	Fixed and Time-Related Obligations	
GU-OTJ 15	Grader Required: Cat 120 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B: BID SUM IC-OTJ 01 (OTJIWARANGO)				
DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS CARRIED FORWARD FROM SCHEDULE A				
PROVISIONAL SUMS PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)				150,000.00
PS12007 PROVISION FOR TRAINING				300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

SCHEDULE C
SUMMARY OF CONTRACT AREAS

CONTRACT AREA	REGION	CONTRACT AREA	TOTAL AMOUNT (INCL. VAT) N\$
IC-OTJ 01	Otjiwarango	Otjiwarongo	
IC-OTJ 02	Otjiwarango	Otjiwarongo 02	

SIGNED ON BEHALF OF TENDERER

SCHEDULE OF QUANTITIES						
W/ONB/RA-05/2026			INDIVIDUAL CONTRACT:			
CONTRACT AREA: IC-OSH 01 (OPUWO)			OPUWO			
CONTRACT PERIOD:			4.0 Years			
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES

W/ONB/RA-05/2026				CONTRACT AREA:		IC-OSH 01	
GU-OSH 21 BLADING AREA				OPUWO			
CONTRACT PERIOD:				4.0		Years	
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$	
SECTION 3000 : BLADING OF ROADS							
Part	B:	<u>Reserved for an Individual Contractor</u> <u>Grader Required: Cat 140 K (or similar)</u> <u>Maximum Age of Grader (at the Start of Contract): 11 years</u> <u>Coarse Terrain</u>					
1.0		3300 General					
1.1	33.01	(a) Establish Initial Camp	sum	1			
1.2		(b) Install Grader Monitoring System	sum	1			
1.3		(c) Maintain Grader Monitoring System	month	48			
1.4	33.02	Transport by LDV Truck	km	2,000			
2.0		3400 Blading of Gravel Roads					
2.1	34.01	Blading of gravel roads, side slopes & road res.					
2.3		(a) (ii) Light blading (Cat 140K or similar)	bl-km	50,900			
2.5		(b) (ii) Heavy blading (Cat 140K or similar)	bl-km	5,400			
2.7		(c) (ii) Travelling (Cat 140K or similar)	km	4,000			
3.0		1900 Dayworks					
3.1	70.01	(ii) Work under Cat 140K (or similar) Grader Unit rate	hour	300			
3.2	71.01	(a) Unskilled labour	hour	80			
3.3	71.01	(b) Grader Operator	hour	80			
3.4	71.02	(a) Cat 140K Grader (or similar)	hour	80			
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80			
3.7	71.03	(b) Materials	prov.sum	1	12,000.00	12,000.00	
3.8	71.04	Price Adjustment and Rise & Fall	prov.sum	1	600,000.00	600,000.00	
TOTAL CARRIED FORWARD TO SUMMARY							

SCHEDULE A: SUMMARY OF SECTIONS IC-OSH 01 (OPUWO)		
AREA	DESCRIPTION	TOTAL N\$
IC-OSH 01	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
	Fixed and Time-Related Obligations	
GU-OSH 21	Grader Required: Cat 140 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B:**BID SUM****IC-OSH 01 (OPUWO)**

DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS CARRIED FORWARD FROM SCHEDULE A				
PROVISIONAL SUMS PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)				150,000.00
PS12007 PROVISION FOR TRAINING				300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

SCHEDULE OF QUANTITIES

W/ONB/RA-05/2026					INDIVIDUAL CONTRACT:	
CONTRACT AREA: IC-OSH 02 (OPUWO)					OPUWO 02	
CONTRACT PERIOD:					4.0	Years
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3300 : INDIVIDUAL CONTRACTOR'S ESTABLISHMENT: ADDITIONAL ITEMS						
1		3300 Fixed and Time-Related Obligations				
1.1	33.03	(a) Install Grader Monitoring Systems to Standby Graders	sum	1		
1.2		(b) Maintain Grader Monitoring System on Standby Graders	month	48		
1.3		(c) Provide Full-Time Site Agent (incl. LDV)	month	48		
TOTAL CARRIED FORWARD TO SCHEDULE A						

SCHEDULE OF QUANTITIES						
W/ONB/RA-05/2026			CONTRACT AREA:		IC-OSH 02	
GU-OSH 23 BLADING AREA			OPUWO			
CONTRACT PERIOD:			4.0		Years	
ITEM No	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	QUANTITY	RATE N\$	AMOUNT N\$
SECTION 3000 : BLADING OF ROADS						
Part	B:	<u>Reserved for an Individual Contractor</u> <u>Grader Required: Cat 140 K (or similar)</u> <u>Maximum Age of Grader (at the Start of Contract): 11 years</u> <u>Coarse Terrain</u>				
1.0		3300 General				
1.1	33.01	(a) Establish Initial Camp	sum	1		
1.2		(b) Install Grader Monitoring System	sum	1		
1.3		(c) Maintain Grader Monitoring System	month	48		
1.4	33.02	Transport by LDV Truck	km	2,000		
2.0		3400 Blading of Gravel Roads				
2.1	34.01	Blading of gravel roads, side slopes & road res.				
2.3		(a) (ii) Light blading (Cat 140K or similar)	bl-km	50,900		
2.5		(b) (ii) Heavy blading (Cat 140K or similar)	bl-km	5,400		
2.7		(c) (ii) Travelling (Cat 140K or similar)	km	4,000		
3.0		1900 Dayworks				
3.1	70.01	(i) Work under Cat 140K (or similar) Grader Unit rate	hour	300		
3.2	71.01	(a) Unskilled labour	hour	80		
3.3	71.01	(b) Grader Operator	hour	80		
3.4	71.02	(a) Cat 140K Grader (or similar)	hour	80		
3.6	71.02	(c) Caravan (Trailer Grader Unit)	hour	80		
3.7	71.03	(b) Materials	prov.sum	1	12,000.00	12,000.00
3.8	71.04	Contingencies and Rise & Fall	prov.sum	1	600,000.00	600,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A: SUMMARY OF SECTIONS IC-OSH 02 (OPUWO)		
AREA	DESCRIPTION	TOTAL N\$
IC-OSH 02	PART B: BLADING AREAS: INDIVIDUAL CONTRACTORS	
	Fixed and Time-Related Obligations	
GU-OSH 23	Grader Required: Cat 140 K (or similar): 11 Year Old	
	SUB-TOTAL: PART B	
TOTAL SUM OF PART B: CARRIED FORWARD TO SCHEDULE B		

SCHEDULE B:**BID SUM****IC-OSH 01 (OPUWO)**

DESCRIPTION				TOTAL
				N\$
TOTAL OF SECTIONS CARRIED FORWARD FROM SCHEDULE A				
PROVISIONAL SUMS PROV. FOR PRICE ADJUSTMENTS: INCL. IN EACH BLADING AREA CONTINGENCIES (INCL. EMPLOYER's SHARE OF DAB FEES)				150,000.00
PS12007 PROVISION FOR TRAINING	Prov.	Sum		300,000.00
TOTAL PROVISIONAL SUMS				450,000.00
SUBTOTAL				
VALUE-ADDED TAX @ 15%				
TENDER SUM CARRIED FORWARD TO SCHEDULE C AND FORM OF TENDER				

SIGNED ON BEHALF OF TENDERER

SCHEDULE C**SUMMARY OF CONTRACT AREAS**

CONTRACT AREA	REGION	CONTRACT AREA	TOTAL AMOUNT (INCL. VAT) N\$
IC-OSH 01	Oshakati	Opuwo	
IC-OSH 02	Oshakati	Opuwo 02	

SIGNED ON BEHALF OF TENDERER

Section IV - Part E: Technical Proposal

INITIALS _____

Part E: Technical Proposal

Technical Proposal Forms

Part E1 Proposed Personnel

Part E2: Resume of Proposed Personnel

Part E3: Proposed Equipment

Part F: Bidder's Qualification Forms: Table of Contents

INITIALS _____

Part E1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel (as per *item 2.5* 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 3.3 (vi)* of **Sec III Evaluation & Qualification Criteria**. 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 E2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below for each of the Proposed Personnel listed in Part E1 above. Bidders are requested to make additional copies of this form and to fill in a separate page for each employee to be enrolled on the project. The additional pages (plus the relevant supporting documents e.g. full CV's, references, qualifications, etc.) must be bound into the 'Book of Supporting Documentation' in terms of *item 3.3 (vi)* of **Sec III Evaluation & Qualification Criteria**. Fields with asterisk (*) shall be used for evaluation.

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

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

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

INITIALS _____

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 2.6**). 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 3.3 (vi) of Sec III Evaluation & Qualification Criteria**. The Bidder shall provide all the information requested below, to the extent possible. **Fields with asterisk (*) shall be used for evaluation.**

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 ☐ Intent to purchase	

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 _____

Section IV - Part F: Bidders' Qualification

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 3.3 (vi)* of *Sec III Evaluation & Qualification Criteria*.

Part F1 Bidder Information Sheet

Part F2: Party to JV Information Sheet

Part F3: Historical Contract Non-Performance

Part F4: Current Contract Commitments / Work 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

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, 5.2 and 5.3. ☐ 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, 5.2 and 5.3. ☐ 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 (Evaluation and Qualification Criteria)			
☐ ☐ 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, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, NAD equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

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**Part F4
Form CC**

To: Roads Authority Head Office
Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road,
Southern Industrial Area,
Windhoek
Namibia

RE: PROCUREMENT NO.: W/ONB/RA-___/2025

Procurement Description: **Procurement of Emerging Contractors' Contracts for the Blading of Gravel Roads in the KEETMANSHOOP/OTJIWARONGO/OSHAKATI REGIONS**

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.				

DECLARATION

I.....[insert full name],

owner/representative of

INITIALS_____

.....[insert full name of company]

hereby declare that:

- the information furnished in the table above is **true, complete** and **correct** to the best of my knowledge and belief.
- I understand that in the event of the information provided being found false or incorrect during a verification process by the Procuring Agent, my bid will be rejected by the Procuring Agent and that the Procuring Agent will take actions as per ITB 4.1 (c) of the Standard Bidding Document;
- I understand that the Procuring Agent reserves the right to not award a procurement contract to a bidder who have not submitted their latest payment certificate;
- I understand that the Procuring Agent reserves the right to not award a procurement contract to a bidder with delayed progress on any on-going projects;

Signature:

Date:

INITIALS_____

Part F5

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)							

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Part F5 (Contd.)

Historical Financial Performance

- ø **Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required (as per Sec III Evaluation & Qualification Criteria item 2.3) 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)**

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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 III Bidding Evaluation & Qualification Criteria item 2.3, divided by that same number of years.

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. (eg Accounts with suppliers, Bank Overdrafts, Bank Letter of Intent to provide working capital, etc). Relevant documentary proof of availability of financial resources shall be attached and bound into the **Book of Supporting Documents**.

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.: _____

Starting 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:	_____ —

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

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Part F9
Specific Experience

Bidder's Legal Name: _____ Date: _____

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

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

INITIALS _____

Part F9 (cont.)
Specific Experience (cont.)

Bidder's Legal Name: _____ Date: _____

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

Similar Contract No. ___[insert specific number] of ___[insert total number of contracts] required	Information
Description of the similarity:	
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: _____

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

INITIALS _____

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

Bidder's Legal Name: _____

JV Partner Legal Name: _____

Subcontractor's Legal Name: _____

	Information
Description of the key activities:	

INITIALS _____

PART 2 – Employer's Requirements

INITIALS _____

Section V - Employer's Requirements

Table of Forms

Part A: Standard Specification

Section 3000 Blading of Gravel Roads

Section 7000 Dayworks

Part B: Project Specification

Part C: Drawings

Part D: Roads Ordinance

Part D: Roads Ordinance

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Section V - Part A: Standard Specification

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**STANDARD SPECIFICATIONS
SECTION 3000****BLADING OF ROADS****3100 PREAMBLE TO THE STANDARD SPECIFICATIONS****3101 SCOPE**

Section 3 000 covers road maintenance work by road grader, which includes both on-road and off-road activities, mostly within the road reserve of proclaimed roads, and includes limited work done by hand. Road surface maintenance by dragging may also be included under this section.

3102 DEFINITIONS

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

Throughout this document:

- **the term ‘Supervisor’ means ‘Project Manager’ and vice versa**
- **the term ‘Supervisor’s Representative’ means ‘Project Manager’s Representative’ and vice versa**

Unless inconsistent with the context used in the Standard Specification, the following terms, words or expressions shall have the meanings assigned to them in the following clauses.

3103 BLADE-KILOMETRE

The area covered with one grader-pass over a length of one (1) kilometre. The width of a grader-pass shall be the width between the outside lines of the wheels of the grader plus 900 millimetres.

3104 INLET AND OUTLET STRUCTURES

The structures guiding stormwater through a drainage culvert in a road.

3105 NORMAL BLADING

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Light and heavy blading done in multiple blade-kilometre passes on or along a road that is not a track road.

3200 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 production standards. The Contractor shall, at his own expense, institute a project management and 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.

The self-assessment quality and quantity control daily records specified in the General and Special Conditions of Contract shall be in the format specified in Section 3405(c) hereof.

3300 GENERAL

3301 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 blading 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.

At least a caravan shall be provided for the use of the grader operator and a tent for the use of labourers.

3302 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 blading 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 blading operations as specified in the Drawings included in Section V Part C hereof. The Contractor shall provide and maintain the specified regulatory and warning (and danger) signs and will

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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 grader functions properly while blading is done.

No separate payment will be made for accommodation of traffic and the Contractor shall include in his rate under Pay Items 34.02(a) and (b), 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 Specification.

3303 RELOCATION OF CONTRACTOR'S MAIN CAMP

The Employer may instruct the Contractor to transfer a grader unit or a group of grader units to a new location within, or out of, a Region. Where the main camp need to be re-established and moved to another site, ***the Contractor shall be compensated under item 34.01 (c) Travelling.*** The route to be followed, ***the exact distance to be paid for*** and whether a transporter would be required shall be agreed upon ***in writing*** when the transfer instruction is given.

In cases where the distance to be moved between locations is excessive and as a result it is agreed that a transporter is required to move such a grader unit, such a move will be paid for under Dayworks.

3304 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 borrowpits or at camp sites. **Non-compliance to this will result in a penalty of N\$5,000 per incident.**

3305 GRADER MONITORING SYSTEM

All graders working on the Contract must have a Grader Monitoring System in working condition at all times.

The Supervisor shall deduct a Penalty from payment due to the Contractor of N\$5,000 per each grader (or blading area) per each month in all cases where a grader has carried out any Works on the Contract ***without a fully functioning and approved grader monitoring system device having been installed*** to the said

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grader. This Penalty shall be imposed in addition to any other Penalties which may have been incurred in any other Sub-Clauses of the Contract.

The grader monitoring devices shall be fully provided and paid for by each Contractor, as follows:

- a. The Contractor shall apply to the Supervisor for permission to make use of any type of grader monitoring system that is available in the industry, provided that the proposed system complies with the specified requirements. As soon as the Supervisor has given the written approval for the proposed system the Contractor may proceed with the installation and mobilization of the system.
- b. The Supervisor shall have at all times full access to the grader monitoring system and the reports generated by the system.
- c. The grader monitoring system devices shall generate the following type of information for each grader at any time on a continuous basis:
 - (i) The speed of the grader
 - (ii) The location of the grader
 - (iii) The 'tracking' of the grader
 - (iv) A meaningful daily and monthly summary report of the grader's activities.
- d. A monthly report by the monitoring device for each grader shall be attached to each monthly payment certificate, failing which penalties may be applied.
- e. The Contractor shall be fully responsible for all aspects of the Grader Monitoring System, including the following:
 - (i) It will be the responsibility of the Contractor to install a power point on each grader and to provide a constant and uninterrupted source of power to the monitoring system.
 - (ii) There shall be an obligation on the Contractor to prevent external damage to the system and to provide a continuous power supply when the grader is operated.
 - (iii) The cost of maintaining and repairing the Grader Monitoring System is borne by the Contractor.
 - (iv) If the device has been damaged or is not functioning for any reason the Contractor must pay for the repairs.
 - (v) The Contractor shall install at his / her cost as many additional Grader Monitoring Systems as he / she has designated standby graders.
 - (vi) In the event of the Contractor replacing the grader with another grader, the Contractor must pay for the re-installation of the Grader Monitoring System.
 - (vii) On Completion of Contract the ownership of the Grader Monitoring System remains with the Contractor.
 - (viii) The Contractor shall ensure that the Supervisor has full access to the information generated by the Grader Monitoring System.
 - (ix) The Contractor shall report any malfunction of the system to the Supervisor as soon as possible.
 - (x) The Contractor or his / her staff shall not tamper with the system.
 - (xi) If the Contractor fails to report the malfunction of the system to the

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Supervisor, payment will be withheld for all works done during the period of such non-reporting.

The system shall generate for each grader working on the Contract a monthly report, a copy of which must be attached to each relevant payment certificate in order to substantiate the claim for payment.

The Supervisor shall deduct a Penalty from payment due to the Contractor of N\$5,000 per each grader (or blading area) per each month in which the Contractor fails to attach a Grader Monitoring Report (in the approved format and containing all the required information) to the monthly Payment Certificates. This Penalty shall be imposed in addition to any other Penalties which may have been incurred in any other Sub-Clauses of the Contract.

If the Contractor fails to fulfil his / her obligations regarding the Grader Monitoring System on a regular basis, the Supervisor may act in terms of Section VI 'General Conditions of Contract Clause GCC57 'Termination'.

In addition, the Contractor will be required to provide proof of quantities of actual fuel used as well as actual grader blades used during each month, by attaching copies of the relevant invoices, delivery notes and stock control sheets to each monthly payment certificate, if requested to do so by the Supervisor.

3306 MEASUREMENT AND PAYMENT

The total sum of the amounts bid for the following Fixed Establishment items shall be limited to 2.5% of the total bid amount bid for under Section 3000 'Blading of Roads':

- ***item 33.01 (a) 'Establish Initial Camp'***
- ***item 33.01 (b) 'Install Grader Monitoring System'***
- ***item 33.03 (a) 'Install Grader Monitoring System to Standby Graders'***

In cases where this requirement is not complied with the Contractor shall be requested to make the necessary amendments in terms of ITB 33.4.

Item	Unit
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33.01 (a) Establish initial camp [sum]	
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Payment for the initial establishment of a campsite will be affected on a lump sum basis and such payment shall cover all costs of providing accommodation, shelter and other facilities. 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.

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Item	Unit
33.01 (b) Install Grader Monitoring System	[sum]

Payment for the initial installation of a Grader Monitoring System at any grader working in a given blading area will be affected on a lump sum basis per each blading area, and such payment shall cover all costs of providing and installing such a system at the grader, including any power cables and other devices which may be needed to operate the system. Payment shall become due when the Grader Monitoring System has been installed, tested and fully commissioned at the grader working in the said blading area, and when the Supervisor is satisfied that the system is providing reliable day-to-day information (as specified) with regard to the said grader and blading area, and as soon as the first monthly Grader Monitoring Report has been attached to the Payment Certificate relating to that grader and blading area, thereby confirming the reasonableness of the relevant blading quantities that were measured for payment.

Payment under this item shall only be made once on a lump sum basis per each blading area, at the Start of the Contract, subject to the conditions listed above. If the Grader Monitoring System must be replaced (or moved to another grader) at any time during the Contract for any reason, the Contractor shall not be entitled to any further payment under this item.

Payment shall not be made under this item for Grader Monitoring Systems installed at any of the standby graders.

Item	Unit
33.01 (c) Maintain Grader Monitoring System [month]	

Payment for maintaining and operating a Grader Monitoring System at any grader working in a given blading area will be affected on a monthly basis per each blading area, and such payment shall cover all costs of maintaining and operating such a system, including the costs of licence fees, the costs of access by the Supervisor to the system and the costs of producing the specified reports, **except that the costs of incidental repairs to the system and any price increases by the system's service providers during the course of the Contract shall be dealt with on a Dayworks basis.**

Payment under this item shall become due on a monthly basis, on condition that, firstly, the Grader Monitoring System has performed without fault in a given month and that, secondly, the system has generated the Grader Monitoring Report in that given month (as specified), to be attached to the relevant Payment Certificate and that, thirdly, the grader achieved a plant availability of at least 90% in that given month. If these conditions are not complied with in any given month, payment under this item shall not be made for that month.

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Payment shall not be made under this item for Grader Monitoring Systems maintained and operated at the standby graders.

Item	Unit
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33.03 (a) Install Grader Monitoring System to Standby Graders
[sum]

Payment for the initial installation of Grader Monitoring Systems at any number of standby graders will be affected on a lump sum basis, and such payment shall cover all costs of providing and installing such systems, including any power cables and other devices which may be needed for the standby graders. The lump sum shall become due as soon as a Grader Monitoring System has been installed, tested and fully commissioned at the first standby grader working on the Contract, and when the Supervisor is satisfied that the system is providing reliable day-to-day information (as specified) with regard to the said standby grader, and as soon as the first monthly Grader Monitoring Report has been attached to the Payment Certificate relating to that standby grader, thereby confirming the reasonableness of the relevant blading quantities that were measured for payment.

Payment under this item shall only be made once on a lump sum basis for all the standby graders that may be required to work on the Contract, subject to the conditions listed above. If the Grader Monitoring System must be replaced (or moved to another standby grader) at any time during the Contract for any reason, the Contractor shall not be entitled to any further payment under this item.

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

33.03 (b) Maintain Grader Monitoring System at Standby Graders
[month]

Payment for maintaining and operating the Grader Monitoring Systems at any number of standby graders working on the Contract will be affected on a monthly basis for all the standby graders together, and such payment shall cover all costs of maintaining and operating such systems, including the costs of licence fees, the costs of access by the Supervisor to the systems and the costs of producing the specified reports, except that the costs of incidental repairs to the system and any price increases by the system's service providers during the course of the Contract shall be dealt with on a Dayworks basis.

Payment under this item shall become due on a monthly basis, on condition that, firstly, the Grader Monitoring Systems have performed without fault in a given month and that, secondly, the systems have generated the Grader Monitoring Reports in that given month (as specified), to be attached to the relevant Payment Certificate and that, thirdly, the standby grader or graders were available to be used on the Works and that

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the mechanical condition of the grader or graders complied with the Specification (as confirmed by means of mechanical inspection reports by an approved plant agent). If these conditions are not complied with in any given month, payment under this item shall not be made for that month.

3350 TRANSPORT BY LDV

3351 SCOPE OF WORK

This section covers the transport required for the water and termite control materials needed to treat termite or ant heaps and to travel to do grid gate repair, applied to the entire Construction Period, for all work carried out under Section 3000.

3352 MEASUREMENT AND PAYMENT

Item

Unit

33.02 Transport by LDV

[km]

The unit of measurement shall be the kilometre (km) distance travelled in the execution of all work under Section 3000, as agreed with the Supervisor, for the water and termite control materials needed to treat termite or ant heaps and to travel to do grid gate repair, applied to the entire Contract Period.

The bid rate shall include full compensation for all labour and plant - fuel included - required in the transport of personnel and materials, as substantiated with accepted monthly vehicle log sheets for the full Contract Period. The cost of travelling for supervision purposes shall be included in the various rates bid under the pay item in the Schedule of Quantities, and shall not be included under this pay item.

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3360 TIME-RELATED ESTABLISHMENT

3361 SCOPE OF WORK

In addition to the normal Fixed Establishment Items the Contractor shall also be required to provide specific **Site Supervision functions** on a Time-Related Establishment basis as follows:

Daily management and supervision of the Works, including the **provision of a Site Agent / Foreman (incl. a LDV that is appropriate for the prevailing site conditions)** on the Contract on a full time basis, having specific functions which include the supervision of all graders (including the regular inspection and taking photos of roads that were bladed), as well as assisting the Supervisor in his functions, as well as acting in the position of Training Manager (as required in terms of Section V - Part B 'Project Specification' Sub-Clause PS12007), as well as submitting the Quarterly Progress Report (as required in terms of Section V - Part B 'Project Specification' Sub-Clause PS12009). The Contractor shall submit a comprehensive CV of the proposed Site Agent / Foreman to the Supervisor for approval. The Site Agent / Foreman may only commence with his / her duties on the Contract once the prior written approval by the Supervisor has been obtained. The same principle applies if a Site Agent is replaced. This item shall be measured and paid for per each month.

3362 MEASUREMENT AND PAYMENT

Item	Unit
33.03 (c) Provide Full-Time Site Agent / Foreman (incl. LDV)	[month]

Payment for providing a full-time Site Agent / Foreman (incl. a LDV that is appropriate for the prevailing site conditions) on the Contract will be affected on a monthly basis, and such payment shall include the actual cost of salaries, all overhead charges, profit, liabilities, obligations, risks and incidentals for the Site Agent / Foreman to carry out the specified functions, as well as the actual cost of the LDV and will be deemed to include all costs for the vehicle, fuel, maintenance, depreciation and all other incidentals necessary to operate the vehicle for the purposes for which it was designed.

Payment under this item shall become due on a monthly basis, on condition that, firstly, the Site Agent has performed all his specified functions in a given month and that, secondly, the LDV had an availability of at least 90% whilst being deployed on the Contract and that, thirdly, an accurate logbook of the LDV is submitted showing exact fuel fill-up information and daily records of distances travelled between graders (reconciled with entries in respective site inspection forms). If these conditions are not complied with in any given month, payment under this item shall not be made for that month.

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3400 BLADING OF ROADS

3401 DESCRIPTION OF THE WORK

The number of blade passes required for normal blading over the width of a road between the shoulder breakpoints, depends on the functional classification of each road and will vary between three and five blades.

The roads to be bladed under the Contract and the applicable road widths are specified in the Project Specifications. The Employer may add or delete roads, or increase or reduce the number of blade-passes required to properly maintain a road during the contract period.

NORMAL BLADING maintenance work shall include the following activities:

(a) Light Blading

- (i) Regular blading of approximately 40 to 70 km of proclaimed gravel road per week, or as instructed in writing by the Supervisor.
- (ii) Cleaning and reforming of existing drainage channels in the road reserve.
- (iii) Regular opening of culvert inlet and outlet structures, grid gates and water courses within the road reserve, by removing gravel bladed by the Contractor's grader onto or into these structures and courses.
- (iv) Removal of stone exceeding 30 mm in size from the road surface, as well as any gravel windrows which could affect traffic safety.
- (v) Cleaning of and making of temporary repairs to road signs and grid gate wires and plates, and reporting to the Supervisor if in need of major repairs or replacement.

ADDITIONAL BLADE-PASSES may also be instructed for work on the side slopes of a road, which may include blading of material from or to the side slope, clearing of grass, shrubs and saplings, blading of surface erosion, or for general trimming purposes.

(b) Heavy Blading (Only When Instructed in Writing)

Heavy blading is associated with blading at lower speed and gear, and shall include:

- (i) Blading of certain mountainous/rocky areas
- (ii) Clearing of grass, shrubs and saplings in the road reserve, normally over a width of three (3) blade-passes on both sides of the road.

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- (iii) Cutting into the road surface after good rains, as described in Clauses 3403 (a) and (b) hereof.

Where surface maintenance by dragging is agreed upon, payment will be made under Dayworks or other agreed rates.

At the start of the Contract (or when the Contractor is instructed during the course of the Contract to take over a blading location previously carried out by a different contractor) all culvert inlet and outlet structures, grid gates and water courses within the road reserve must be inspected and if necessary the Supervisor must instruct the Contractor to clean such structures and courses on Dayworks. Thereafter it is the Contractor's responsibility to remove any gravel bladed by the Contractor's grader onto or into these structures and courses.

3402 GRADER UNIT

No grader shall be permitted to commence with blading maintenance unless inspected and approved by the Employer. All plant and equipment shall be properly maintained and kept in a good serviceable condition throughout the Contract. ***The Employer reserves the right to appoint independent experts to carry out regular mechanical inspections on all graders.***

In cases where graders are found to have 'mechanical deficiencies' or where graders (and / or caravans) are not roadworthy or properly licensed, or where graders are in such a poor condition that they are not able to produce work according to the required specification, the Supervisor shall instruct the Contractor to rectify the situation and act in terms of Section VI 'General Conditions of Contract Clause GCC57 'Termination'. In addition, ***the Supervisor shall deduct a Penalty from payment due to the Contractor of N\$10,000 per each grader or caravan per each month*** where a grader being 'in such poor condition' or having the above-mentioned 'mechanical deficiencies' (or where a grader or caravan not being roadworthy or properly licensed) has been utilized anywhere on the Contract. This Penalty shall be imposed in addition to any other Penalties which may have been incurred in any other Sub-Clauses of the Contract.

The caravans shall be 'Trailer Grader Units' (TGU's) specifically tailor-made for the Blading of Gravel Roads industry and shall comply with the following overall parameters: Each caravan shall be 6m long and shall consist of one storeroom in the middle plus two sleeping rooms, one on each side of the storeroom. In addition, each caravan shall be fitted with a 3,000-litre fuel tank at the bottom, plus a 1,000-litre water tank. The caravans shall be roadworthy and shall be towed by the graders to the respective blading sections, in terms of the relevant blading programs.

In those Blading Areas where 11-year-old graders are specified in the Schedules of Quantities, the maximum age of the graders at the start of the Contract shall not exceed 11 years, and the graders may not have more than 20,000 hours on the

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hour metres at the start of the Contract, except that for the Opuwo Contract Areas (Ref. IC-OSH 01 and IC-OSH 02), the age specifications for the Graders is as follows: **maximum 5-years-old** at the start of the Contract, **and less than or equal to 10,000 hours on the hour metres** at the start of the Contract. The contractors shall submit (at their cost) mechanical inspection reports by approved plant agents, confirming that the mechanical conditions of such graders comply with the Specification. In those cases, (and with regard to the affected Blading Areas) **where these conditions are not complied with, the Supervisor shall deduct a Penalty from payment due to the Contractor of N\$10,000 per each grader (or blading area) per each month** where a grader exceeding the maximum age limit (as specified for the affected Blading Area) has carried out any Works on the Contract. This Penalty shall be imposed in addition to any other Penalties which may have been incurred in any other Sub-Clauses of the Contract.

Any grader that does not comply with the Specification shall not be allowed to carry out blading work and shall be replaced at the cost of the Contractor. The onus rests on the Contractor to submit (at his cost) a mechanical inspection report by an approved plant agent, confirming that the mechanical condition of such a grader complies with the Specification.

Only self-propelled graders with a minimum mass of **11 metric tons** and a power rating of at least **90 kilowatt (similar in mechanical specification and power rating to a Cat 120K Grader)** shall be used in normal terrains. In such cases the relevant blading areas will be clearly marked '**120 K or similar**' in the Schedule of Quantities.

In some Blading Areas with mountainous (or difficult) terrains, graders with a minimum mass of **13.5 metric tons** and a power rating of at least **128 kilowatt (similar in mechanical specification and power rating to a Cat 140K Grader)** shall be used. In such cases the relevant blading areas will be clearly marked '**140 K or similar**' in the Schedule of Quantities.

In addition, Blading Areas are classified in the Schedules of Quantities as being situated either in '**Easy Terrain**' (being defined as those terrains where graders require on average no more than three sets of grader blades to be fitted per month), or '**Medium Terrain**' (being defined as those terrains where graders require on average between three sets and five sets of grader blades to be fitted per month), or '**Coarse Terrain**' (being defined as those terrains where graders require on average more than five sets of grader blades to be fitted per month). Accordingly, all blading areas are clearly marked in the Schedule of Quantities as either '**Easy Terrain**' or '**Medium Terrain**' or '**Coarse Terrain**'.

In any event, bidders will be required to price the relevant sub-items 34.01 (a) (i) and / or (ii) for light blading, sub-items 34.01 (b) (i) and / or (ii) for heavy blading and sub-items 34.01 (c) (i) and / or (ii) for travelling appropriately for each specific blading area (please refer to clause 3409 'Measurement and Payment' for details).

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The length of the grader blade shall be 4,25 metre (14 feet). For safety reasons the blade shall be adjusted not to extend more than 450 mm beyond the outer wheel line. A rotating amber hazard light shall be fitted on top of the cab of the grader. In those cases, (and with regard to the affected Blading Areas) ***where these conditions are not complied with, the Supervisor shall deduct a Penalty from payment due to the Contractor of N\$5,000 per each grader per each month*** where a grader having grader blades that are shorter than those specified has carried out any Works on the Contract, or where a grader has worked without having the **rotating amber hazard light on top of the cab**. This Penalty shall be imposed in addition to any other Penalties which may have been incurred in any other Sub-Clauses of the Contract.

The Contractor shall fit (at his own cost) approved Grader Monitoring Systems (as specified in Section 3305) to all his graders (including the standby graders). All graders shall be fitted with hour metres. Such hour metres shall be kept in working condition throughout the Contract. ***In addition, all graders and caravans shall be fitted with firefighting equipment i.e. fire extinguishers.***

Blading must be done on a daily basis. Graders which are not available or under repair for longer than thirty (30) work hours in any four-week period, shall be replaced at the Contractor's cost, within a further seven (7) days. ***A grader shall also be replaced when its mechanical availability becomes less than 90% of available work hours during any given month. The replacement grader shall conform fully to the Specification, as is applicable to the affected Blading Area.*** It is the responsibility of the Contractor to ***provide sufficient standby graders on the Contract in order to ensure an overall plant availability of 90%. A standby grader shall be made available within 48 hours of any grader break-down occurring, failing which the Supervisor shall deduct a Penalty from payment due to the Contractor of N\$3,000 per each production day that the standby grader does not work in the place of the broken-down grader.*** The cost for such standby equipment shall be included in the respective bid rates for items 34.01 (a), (b) and (c) 'Blading of Gravel Roads'. ***A standby grader may be older than 11 years*** and may have more than ***20,000 hours*** on the hour metre, provided that the Contractor submits (at his cost) a mechanical inspection report by an approved plant agent, confirming that the mechanical condition of such a grader complies with the Specification. Such a standby grader may be deployed with the written approval by the Supervisor, in an instance where a production grader is not available due to a break down, for a maximum consecutive period of four weeks per each such incident.

In cases ***where the above-mentioned conditions are not complied with*** (ie if the combined plant availability of graders (including standby graders) working in any Blading Area is less than 90% in any month (measured per each Blading Area per month), ***the Supervisor shall deduct a Penalty from payment due to the Contractor of N\$5,000 per each Blading Area per each month.*** This Penalty shall be imposed in addition to any other Penalties which may have been incurred in any other Sub-Clauses of the Contract.

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One operator and one labourer shall be allocated permanently to the grader unit for the normal machine and labour-related work required under blading maintenance. The Supervisor may, where justified due to an increase in workload, instruct the allocation of a second labourer under Dayworks.

In terms of Section V Part B 'Project Specification' Sub-Clause PS12007, Contractors must ensure that all grader operators and other personnel participate in the relevant training programs.

The Contractor shall in addition announce, in writing at the start of the Contract, the name of the operator whom he shall make available as relief operator for each nominated group of two (2) grader units. The Contractor shall inform the Supervisor of the period of annual leave of each operator at least one month ahead of time, and he shall inform the Supervisor of all relief work necessary on a continuous basis.

If the Client needs old grader blades at the rest places, such used grader blades could be supplied by the Contractor at a nominal residual value of 5% of the purchase price of a new grader blade.

3403 BLADING STANDARDS

(a) Cross Sections

The road prism shape must be maintained in its present shape regardless of whether it has the required shape as shown on the Drawings, or not. Road characteristics shall be maintained at junctions and curves.

If the road has to be re-shaped to the required cross section, the Supervisor will issue instructions for this work to be done on a Daywork basis or as Heavy Blading, as may be agreed upon.

Details of typical cross sections of gravel roads, side drains and mitre drains and mitre banks, are shown on the Drawings of Section V Part C of this Specification.

(b) Damaging the Road Surface

Where any section of road has a hard smooth surface layer, the Contractor shall under no circumstances scarify, break or cut into such a layer in an attempt to correct the shape of the road when it does not meet the camber or cross-fall standards. Cutting into such a road surface will only be permitted during or after good rains, if so instructed by the Supervisor, when the road surface has been wetted sufficiently to allow re-compaction under traffic. Cutting into a hard surface will be paid for under Heavy Blading and may include shallow scarifying by grader.

(c) Length of Section under blading

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The length of a section of road which may be bladed at any time, will depend on the condition of the road surface, the type of material on the road, the topography and the width of the road.

The maximum length to undergo blading at any particular time on a Main Road and Trunk Road will be 6 km and on a District Road 8 km.

The Supervisor will give guidance and advice regarding the maximum distance on any sub-section to be graded per day at any time. Such distances may be lengthened or shortened at the discretion of the Employer depending on the performance of the Contractor and prevailing local conditions.

The start point and end point of any section to be bladed must be positioned such that the driver of any vehicle approaching a section under blading maintenance, will have an unobstructed view of at least two hundred (200) metres to the warning signs erected by the operator.

(d) Windrows

No windrows shall remain on the road or road shoulder at the end of a day's work. In the event that a machine breakdown occurs and a windrow has to be left on the road, danger signs as specified in the Drawings shall be placed at the beginning and end of such a windrow to warn traffic during night time.

Where blading has to be carried out on the approaches to a motor grid gate or a bridge, a section of two hundred (200) metres on either side of the grid gate or bridge shall first be bladed over the full road width before the remainder of the road is commenced with.

At positions where other roads intersect with the road under maintenance, no windrow shall be left across the access. During and after blading operations, the road surface of accesses must be cleared of gravel, oversize aggregate, etc, which may result from the blading operation. Such clearing may be done by hand or machine. Payment for the clearing work will not be paid for separately and compensation shall be deemed to be included in the rate bid per blade-kilometre under light blading. In cases where there is an abnormally high frequency of accesses to be dealt with (ie more than 10 accesses per 20km road), such additional 'access clearing work' may be instructed by the Supervisor to be carried out under Dayworks.

(e) Blading Speed

Low blading speeds shall be maintained to ensure conformity with the Specifications. Higher speeds to increase production will not be allowed. The speed recommended for any section will be prescribed by the Supervisor and

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may be subject to alteration depending upon the performance of the Contractor and prevailing local conditions.

Best results are generally obtained when a machine is operated in third gear at approximately 75% of maximum engine revolutions. The use of fourth gear will not be allowed. Practise has shown that a speed of 8 kph should not be exceeded.

The grader shall at all times be operated in such a manner that the blading action does not cause corrugations on or chopping of the road surface. In order to limit the risk of damage to the road surface, the production rates of the Contractor shall in addition be limited to the following maximum values:

- (i) Light Blading: Average Target Production/GU = 68 bl.km/day (max. 72 bl.km/day)
- (ii) Heavy Blading: Average Target Production/GU = 45 bl.km/day (max. 53 bl.km/day)
- (iii) Dayworks : Max. Target Prod./GU = 10 hours/day or 200 hours/month
- (iv) Light Blading: Max. Speed = 8 km/hour
- (v) Heavy Blading: Max. Speed = 6 km/hour
- (vi) Light Blading: Maximum Annual Target Production/GU = agreed Production days per Contract Region x 68 bl.km/day

Notwithstanding the above limitations, the Supervisor may instruct in writing, in justified cases with a low risk of damage to the road surface, an increase in the average production rate for light blading, provided that the specified quality is achieved.

(f) Mitre Drains

The forming of mitre drains and banks may be instructed by the Supervisor. In special circumstances this work may be executed outside the road reserve.

The major portion of the material cut from the V-shaped open ditch by grader shall be bladed onto a berm alongside the ditch to form the mitre drain. The remainder is carried forward with the movement of the grader and will result in a berm slightly bigger on one end of the drain. For this reason mitre drains shall always be cut and formed from its outlet end towards the road.

Mitre drains and banks shall in general have the cross-section shown on the Drawings in Part 7 hereof. The Supervisor may also instruct a 'Table-Drain' (with the base of the drain having the width of a grader) instead of the V-shaped drain, in order to minimize the effects of erosion.

3404 WORKMANSHIP

A high standard of workmanship is required under this Contract. For the purposes of this Clause the following criteria will be monitored and shall constitute sub-standard workmanship over the entire length where any one of the criteria is violated:

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- (a) Undercutting of the edge of the road, causing storm water to pond against, or flow all along the road edge instead of transversely into a side drain.
- (b) Non-standard crossfall of the gravelled width. In certain circumstances correct shaping of the road will not be required, but in these instances the Contractor will be informed by the Supervisor.
- (c) Loose rocks or stones, pot-holes or bumps in the road surface.
- (d) Cutting into hard compacted surfaces during dry periods and causing loss of compaction in otherwise smooth hard surfaces.
- (e) Creating corrugations by maintaining too high blading speeds or operating the machine with wrong tyre pressures, causing “jumping” of the grader.
- (f) Sight distance of traffic warning signs at the start and end points of sections being bladed do not conform with the requirements.

If the operator fails to comply with the standard of workmanship required in terms of this Contract, such sub-standard work must be made good and repaired at the Contractor’s own cost and in his own time, before the Contractor is allowed to continue with the programmed work. Payment for the affected blading sections will only be made after the sub-standard work has been rectified and approved by the Supervisor.

In cases where the damage caused by the Contractor is of such an extent that the Employer has to commit outside resources for urgent repair work to such sections, the cost of such repair work undertaken by the Employer will be recovered from any monies due to the Contractor.

If the operator of a grader fails to comply with the standard of workmanship required in terms of this Contract, the Engineer may deduct hours or blade-kilometres from that claimed in the monthly payment certificate. The number of hours or blade kilometres deducted will be proportional to the quantity of sub-standard workmanship.

Where the operator is on holiday or on sick leave, the services of the relief operator shall be made available to continue with the blading operation.

Continuous sub-standard work will be sufficient reason for the Employer to demand replacement of the operator with a competent one in terms of Clauses GCC9.2 of the General Conditions of Contract.

3405 EXECUTION OF WORK

(a) General

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Blading shall be executed to the standards specified in Clauses 3403 and 3404 of these Specifications.

The roads to be maintained under this Contract will be specified in the Project Specifications. The Contractor shall take care not to disturb any service or service marker, such as pipelines, in the road reserve. Reference pegs and trigonometric beacons in the road reserve shall not be disturbed, after having been pointed out by the Supervisor to the Contractor.

The number of blades on any specific road section shall be as specified or instructed and included in the monthly work programs and may not be deviated from.

Blading shall be done so as to produce a surface with a comfortable riding quality and acceptable finish. All surface irregularities must be filled with gravel or fine material moved in front of the grader blade set at an angle across the road. Upon completion, a layer of fine material not more than ten (10) mm thick, must cover the high spots on the road.

Blading cycles are to commence alternatively on the left or right side of the road in order for gravel moved from left to right during any cycle, to be moved from right to left during the following cycle.

Blading normally consists of picking up loose material with the grader blade from the one side of the road and progressively spreading this material together with other loose material on the road over the complete width of the carriageway. The last blade width on a section is to be bladed such that the gravel is cut completely across the last blade width, and spread over the side slope of the road without leaving a prominent windrow of material.

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The Supervisor may from time to time order the Contractor to pick up loose material from the side slope of the road prism onto the edge of the road before blading on the carriageway continues. He may also order any excess material to be bladed off the road onto the opposite side slope where it can be picked up again during the following cycle.

Where instructions are given to pick up material from the side slope or to cut excess material onto the side slope, additional blade-kilometre passes as instructed will be added for payment purposes. Unless specifically otherwise agreed with the Supervisor, the bid rate for light blading shall apply to this activity.

Heavy blading will be instructed only in certain mountainous and rocky areas and in cases where hard surfaces need to be cut to improve the riding quality or cross-fall of the road surface during wet soil conditions. Unless otherwise instructed in writing by the Supervisor, all blading will be light blading.

The duty of the labourer(s) at the grader shall include removal of stones, tins, bottles, roots, etc from the road surface and road reserve and opening up of drains, culvert inlets and outlets, bridge deck outlets and grid gates blocked and filled up with material moved during blading operations. The clearing of grass, shrubs and branches of trees obstructing the view to guide blocks, guardrails and traffic signs, as well as the cleaning of road signs are part of his duties. The Supervisor may instruct any reasonable appropriate task which will require work done by hand or with hand tools. The labourer(s) allocated to the grader must at all times be present during blading operations.

The Contractor may from time to time be instructed by the Supervisor to employ casual labour to repair large potholes on the road. Where gravel or water need to be imported from outside the road reserve, it shall be the responsibility of the Employer. Repairing of potholes shall be done under Dayworks.

Specifications for surface maintenance by dragging will be agreed upon with the Contractor, where this method is introduced as alternative maintenance strategy.

(b) Daily Record of Work

A return to accurately record the quantity of work carried out shall be completed on a daily basis, in accordance with Clause SCC33.1 of the Special Conditions of Contract.

The following information shall be included in the daily progress returns:

- (i) unit number
- (ii) grader registration number
- (iii) date
- (iv) road number

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- (v) kilometre distances of the start and end points of the section bladed during the day
- (vi) number of on-road blade passes (light and heavy)
- (vii) number of off-road blade passes (light and heavy)
- (viii) start and stop times, including rest and lunch breaks and plant breakdowns, as well as travelling between mobile camp sites
- (ix) type of breakdown
- (x) passing traffic counted on each road, split into light and heavy vehicles
- (xi) distance traveled by the Grader Unit between blading locations.

The progress return shall be reconciled with the satellite tracking output data, where applicable, and completed not later than at 10:00 the following day. The returns shall, together with the Visitor's Book and monthly program, be available in a box file in the grader during any work day, ready for inspection and signing by the Supervisor.

The reverse side of the return shall be used for instructions by the Supervisor or Employer and for comments by senior managerial staff of the Employer visiting the Site.

The pro-forma return included in Section V Part C hereof shall be used to record daily progress of the Works.

(c) Emergencies

In response to any call or obvious need for assistance or attendance at the scene of a traffic accident, wash-away or any other event which disrupts the flow, or endangers the safety of traffic on a road, the Contractor shall:

- (i) react immediately by deploying all of the required resources at his disposal, on a daywork basis, and
- (ii) alert the Supervisor, or, if not available, senior staff of the Employer, of the situation.

3406 PROGRAM OF WORK

The amount of blading required for a specific gravel road will normally not be varied during the Contract Period. The blade-km quantities provided in the Schedule of Quantities are based on the past performance of the roads to be maintained under this contract, and is a good indication of what will be required and what must be included in the works program. The maintenance frequency required for a gravel road, however, is directly related to traffic volume, especially heavy vehicle content, gravel moisture content, and quality and thickness of the gravel wearing course. Whereas the wearing course itself will deteriorate slowly with time, sudden changes in traffic, for example as a result of abnormal movements during livestock auctions over one or two days, and changes in moisture after a good rain shower, will require rapid adjustments to the blading program. The needs of the road user in general, emergencies and those of the Roads Boards specifically, will also influence work programs. The Contractor must consequently expect a fluctuation in blading priorities

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at certain times of the year.

The Supervisor and the Contractor's Site Agent will meet monthly to discuss blading requirements for the Contract and for the following month. The Supervisor and Contractor will agree monthly on a written program covering six weeks of work. The sections of road, number of blades, additional blades and other related instructions will be included in the monthly program. The monthly meeting will in general be held at the office of the Supervisor, or as agreed with the Contractor.

Quality and quantity control will be performed regularly by the Supervisor. The program shall at all times be available and carried on the grader in a box file, for inspection, discussion and amendments, if required. A grader without an authorized program may be stopped from work until the program is issued to the operator.

In cases of emergency or unforeseen circumstances, the Contractor must carry out additional work during the course of his normal blading duties and record such work on his monthly program and daily progress return, for verification by the Supervisor at his next visit to the Site.

Work for other parties may be carried out after hours, but only after permission has been obtained from the Supervisor. Written permission shall specifically be obtained from the Supervisor before the removal of any grader or operator from the Site will be allowed, for whatever reason.

Unless otherwise instructed by the Supervisor in writing, no blading maintenance shall be carried out in excess of two (2) days ahead of the monthly program of work.

In cases where the Contractor falls behind the approved blading program in any month by more than 14 calendar days (measured per each Blading Area per month), the Supervisor shall deduct a Penalty from payment due to the Contractor of N\$5,000 per each Blading Area per each month. This Penalty shall be imposed in addition to any other Penalties which may have been incurred in any other Sub-Clauses of the Contract.

3407 TRIAL SECTION

Before the Contractor commences with blading work, he shall demonstrate the competency of his operator by blading a Trial Section of 200 meters of road. The operator shall blade, cut, clear, shape and trim surfaces on and off-road, and spread gravel if required. Shaping shall include the cutting and forming of a mitre drain and bank. ***The Contractor's grader and other equipment will at this occasion also be inspected for compliance with the Specifications (with reference to Clause 3402) and for compliance with general roadworthiness. The 'Site Possession Date' in terms of Clause SCC20.1 of the Special Conditions of Contract shall be the Trial Section Date on which both the grader and the operator are approved for the first time by the Project Manager or the Project Manager's Representative.***

The site for the Trial Section shall be selected by the Supervisor within a five (5) kilometre distance of the office of the Supervisor, or on Site, as agreed upon between the Supervisor and the Contractor.

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The Trial Section shall in addition serve as basis to agree on the interpretation of the Specifications for application during the Contract Period and on the production time required for work to be carried out under Dayworks. In addition, Trial Sections need to be carried to verify the competencies of relief operators (or replacement operators) and to assess standby graders (or replacement graders) and other equipment for compliance with the Specification, as well as to verify the roadworthiness of such graders. Blading may only commence if such operators and graders have been approved by the Project Manager or the Project Manager's Representative.

The Trial Section forms part of the Works; hence no additional payment will be made for the demonstration at the Trial Section.

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 Dayworks as agreed, at the discretion of the Supervisor.

3408 SAND TRACK BLADING

A limited amount of blading of sand tracks is required in the Kalahari, in the Mariental and Keetmanshoop Districts. Sand blading comprises the dragging of a tow-type sand grader, designed and developed by the Department of Transport, over ungravelled two-track roads in sandy terrain.

The use of a **heavy type of four-wheel drive tractor (range 110kW to 130 kW)** is required to efficiently pull the heavy sand grader. A hydraulic-controlled blade shall be fitted to the front of the tractor for dozing of sand. The tractor shall be fitted with an amber rotating light as well as a rear chevron.

The sand grader shall be of similar design as that developed by the Department of Transport ('1946 model at Bosduin'), fitted with four replaceable cutting blades, two per wheel track. The function of these blades is to level corrugations formed in the sand tracks. The grader shall allow for the attachment of additional diagonal cutting blades on the inside and outside of the two wheel tracks. These diagonal blades shall, when instructed be fitted to the frame of the grader to cut and trim the central or outer sand ridges back into the wheel tracks where the tracks are too deep. The diagonal blades shall also be able to clear grass and encroaching shrubs to a sufficient width to prevent damage to vehicles.

Blading of sand tracks shall be done in accordance with a program to be agreed upon between the Contractor and the Supervisor. The estimated quantities in the Schedule of Quantities provide an indication of the intended amount of sand-blading to be done under the Contract.

The **maximum speed of blading shall be 8km/hr** and shall be low enough to produce wheel tracks free of any corrugations or windrows. When so instructed, the Contractor shall increase the crest curve radius of dunes by dozing sand laterally

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away from the road track, using the blade mounted to the front of the tractor. The clearing of shrubs may also be instructed.

3409 MEASUREMENT AND PAYMENT

Item	Unit
34.01 Blading of gravel roads, side slopes and road reserves: (Normal blading)	
(a) (i) Light blading (120 G)	[bl-km]
(ii) Light blading (140 G)	[bl-km]
(b) (i) Heavy blading (120 G)	[bl-km]
(ii) Heavy blading (140 G)	[bl-km]
(c) (i) Travelling (120 G)	[km]
(ii) Travelling (140 G)	[km]

Depending on whether a Cat 120 G grader (or equivalent, with a minimum mass of 11 metric tons) or a Cat 140 G grader (or equivalent, with a minimum mass of 13.5 metric tons) is specified in the Schedule of Quantities of any given blading area in terms of clause 3402, sub-items 34.01 (a), (b) and (c) are further sub-divided into either (i) or (ii). In some instances, (especially in the case of Development Contractors who might be instructed to make available standby equipment for the adjacent blading areas of SME Sub-Contractors), all the sub-items 34.01 (a) (i) and (ii), 34.01 (b) (i) and (ii) as well as 34.01 (c) (i) and (ii) are relevant.

The unit of measurement for **sub-items 34.01 (a) and (b)** Light and Heavy Blading shall be the blade-kilometre pass, bladed in accordance with the approved Program of Works, or as authorized in writing by the Supervisor. No payment for unauthorized work shall be made. Where blading of the surface has not been carried out satisfactorily, where the Contractor does not have the required personnel on Site, or where the duties specified in the Specifications are not carried out, payment will be withheld unless or until corrected by the Contractor.

The bid rates for **sub-items 34.01 (a) and (b)** shall include full compensation for providing and using the road grader with operator and one labourer, fuel included, all equipment, tools and materials required, and all other costs incidental thereto, and **shall also include an allowance for down time of the Contractor's plant and equipment, as well as for all daily transport costs to and from the work point, as well as for the cost of moving the grader unit between daily blading sections, as well as the distance travelled from the Depot to the first location at the start of a month plus the distance travelled from the last location back to the Depot at the end of the month, if applicable, as agreed on the monthly program.**

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The bid rates under **sub-items 34.01 (a) and (b)** shall furthermore include the Contractor's charges to set up and maintain his organization and plant on Site, as well as general site and office overheads, including supervision, administration, maintenance of camp sites, counting of traffic, accommodation of traffic, as well as profit, financing costs, risks and legal and contractual obligations of a preliminary or general nature, which are not specifically measured for payment under any other pay item.

The unit of measurement for **sub-item 34.01 (c) Travelling** shall be the distance traveled, measured in kilometers (km), when a Grader Unit has to be moved from the end of a finished blading **location** to the starting point of a new blading **location, as agreed on the monthly program**. The route to be followed and the exact distance to be paid **between blading locations** shall be submitted by the Contractor and approved by the Supervisor together with the monthly blading program. The bid rate shall include full compensation for all labour, plant, fuel and other materials needed to move the Grader Unit from one blading location to another.

For the purpose of this clause, a 'blading location' is defined as a District or Main Road comprising of a certain number of adjacent daily blading sections. Sub-item 34.01 (c) Travelling does not apply to the moving of a grader unit between daily blading sections.

3410 MEASUREMENT AND PAYMENT

Item	Unit
34.02 Blading of sand tracks	[bl-km]

The unit of measurement shall be the blade-kilometre (bl-km) of road, measured to the nearest 1,0 bl-km, bladed in one pass in accordance with these Specifications.

The bid rate shall include full compensation for providing and using the tractor and sand grader, with operator and one labourer, inclusive of fuel, all equipment, tools and materials required, and all other costs incidental thereto. The bid rate shall also include an allowance for standing time due to inclement weather and other occurrences beyond the control of the Employer, as well as for down time of the Contractor's plant and equipment. Moving of the mobile camp within the bid blading network area and all daily transport to and from the work point shall also be included in the bid rate.

3500 DAYWORKS

Although blading maintenance will in general be done under the standard payment items for normal blading, the Contractor may be **instructed in writing** to carry out certain infrequent activities or provide resources at rates bid under Dayworks. These activities and resources will typically comprise of the following :

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- (i) Cleaning of side drains, grid gates and watercourses neglected by others, and cutting and shaping of new mitre drains and banks, or other drainage channels.
- (ii) Performing of general landscaping, clearing and trimming other than the additional blade-passes described under Clause 3401 of the Standard Specifications.
- (iii) Building up road verges and shoulders.
- (iv) Spreading gravel.
- (v) Removing material blocking culvert inlets and outlets, which was not caused by the operations of the Contractor in terms of Clause 3401.
- (vi) Repairing potholes on the road surface and removing rock outcrops therefrom. For this purpose the Contractor must employ additional labour on a time-basis for the period such labour is required.
- (vii) Attending to emergencies.
- (viii) Provision of a second labourer for Grader Unit
- (ix) ***Ripping of existing roads***

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**STANDARD SPECIFICATIONS
SECTION 7000****DAYWORKS****7100 PREAMBLE TO THE STANDARD SPECIFICATIONS****7101 SCOPE**

Section 7000 covers the evaluation and method of measurement and payment for work carried out on a Dayworks 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 other parts of the Bidding Document are also applicable to Section 7000.

7103 GENERAL REQUIREMENTS

The works to be executed under this section will be Dayworks. The Project Manager of the Roads Authority will issue instructions to the extent and particulars of the Dayworks 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 Project Manager. The foreman/operator must have knowledge of road construction 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 Project Manager.

Only work ordered in writing by the Project Manager to be executed as Dayworks shall be measured and paid for at the rates bid in Section IV Part D “Bill 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 production standards.

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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.

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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 Section V Part C 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 Project Manager 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

The Employer may instruct the Contractor to transfer a construction machine or a group of construction machines to a new location outside the specified Contract Areas. Where the main camp need to be re-established and moved to such a new location (as defined above), the Contractor shall be compensated for the distance to be moved at Daywork rates, for his plant and labour costs.

The route to be followed and whether a lowbed 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 borrowpits or at camp sites.

7305 FINISHING OF ROAD RESERVE

After the contractor has completed the dayworks 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 dayworks. No payment will be made for double handling, if the materials were placed in a position, which was not authorized by the Project Manager and must be moved to a new location. Finishing works that require plant will be paid under dayworks. Unnecessary spoil, ineffective work or work executed that was not required will not be paid for.

7306 MEASUREMENT AND PAYMENT

Payment for the Contractor's site establishment and supervision shall be made under the relevant pay items provided for in the Bill of Quantities. Provision for the Contractor's costs of accommodation of traffic shall be made in the Dayworks Rates bid for.

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 Dayworks by providing a group of resources as defined in specific road maintenance units (or teams) as follows:

- Grader Unit (GU) as defined in Section 3000
- Any other Road Maintenance Unit as defined

The hourly rate bid shall constitute the dayworks rate for all the resources of a specific complete road maintenance unit (team) 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 unit (or team).

The rates bid for each road maintenance unit (or team) 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 dayworks.

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The relevant payment items for specific maintenance units (or teams) to be measured on Dayworks are dealt with in the Schedule of Quantities of each of the respective Sections.

7402 LABOUR

The bid rates for labour to be included as Dayworks 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 dayworks.

Dayworks 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 Dayworks 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 dayworks, but standing idle on the specific instructions of the Supervisor, as full compensation for idle costs of dayworks plant. Non-working hours for any reason shall not be measured for payment.

All plant engaged on the sites under dayworks 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 Dayworks will be made on claims where the verification and approval of the representative of the Roads Authority are missing.

A dayworks 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.

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The Roads Authority reserves the right to instruct the contractor to transfer his plant, tools and workmen etc to another working site in an adjacent Region if the working site is in a reasonably close proximity of the last working site. Payment will be made under the relevant items of the Region applicable to the agreement entered into between the Roads Authority and the Contractor.

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7404 MATERIALS

The net cost price of materials (exclusive of VAT) actually delivered to the site to be included as daywork 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 dayworks to the individual site(s) where day work is in progress.

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.

The dayworks 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 dayworks.

Only work ordered in writing by the Project Manager to be executed as Dayworks shall be measured and paid for at the rates bid in Section IV Part D "Bill of Quantities".

7407 MEASUREMENT AND PAYMENT

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

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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 Project Manager.

The Contractor and the Project Manager 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 Project Manager 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 dayworks 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 plant on dayworks must provide the following information with regard to each plant item in Section IV Part E3: Proposed Equipment:

- make & model
- mass in kg
- power in kW
- year of manufacture
- working hours to date
- latest service certificate by agent (these documents must be attached separately)

Only work ordered in writing by the Project Manager to be executed as Dayworks shall be measured and paid for at the rates bid in Section IV Part D “Bill of Quantities”.

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Section V - Part B: Project Specification

INITIALS _____

PROJECT SPECIFICATIONS**CONTENTS**

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PROJECT SPECIFICATIONS

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 (ie where it will clearly not be possible for the Contractor to achieve the tendered 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 (ie Cost, Quality, Time) must be done and approved by both parties. This analysis must then be compared with the Tender Calculations and assumptions.
- Based on the results of this analysis the Contractor can apply to be paid under Dayworks 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 Engineer responsible for Maintenance for final consideration and approval.

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PS1200.3 SPECIFIC INSTANCES FOR THE NEGOTIATION MECHANISM

Specific instances where the above-mentioned mechanism of negotiations might be applicable could be related to the cleaning of culverts and drains at the start of the Contract, or where the blading activities on specific sections of road are of an extremely difficult nature (eg during the repair of wash-aways, or in very mountainous terrain).

PS1200.4 OTHER CONTRACTUAL MATTERS

The following clauses of the Project Specifications are included in order to clarify the relevant clauses of the Standard Specifications:

PS1200.4.2 Blading of Roads

- In cases where conditions are favourable and where the Contractor proves that his Operator and Grader are of such excellent calibre that the Blading Quality is not reduced in any way, the Supervisor might allow such a GU to be programmed at an average production of more than the specified 68 bl.km/day for light blading (up to a maximum of 72 bl.km/day average).
- On average and in general the GU's must be programmed at an average rate of at least 68 bl.km/day for light blading (a maximum of 72 bl.km/day may be achieved on a good day). The monthly program for GU's will therefore vary according to the actual days that are worked in each specific month (a 22 day month will have a programmed production target of $22 \times 68 \text{ bl.km/day} = 1,496 \text{ bl.km/month}$).
- The Supervisor must provide the Contractor with an annual request for blading at the start of the Contract. In addition, each month a request for 6 weeks should be issued to the Contractor. It is then up to the Contractor to program his resources. For purposes of Monthly Payment Certificates, claims should be submitted up to every 25th of each month or another date jointly agreed to.

PS1201 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.

PS1205 SETTING-OUT

If so instructed, the Contractor shall check the setting-out of sections of an existing road to improve geometric deficiencies.

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PS 1206 WORKMANSHIP AND QUALITY CONTROL

It is a specific requirement of this Contract that the Contractor shall submit a method statement at the Start of the Contract (at the first Trial Section in terms of section 3407 of the Standard Specification) 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.

PS1208 ENVIRONMENT

The penalty amount for non-compliance with environmental requirements shall be N\$5,000 per each incident.

PS1301 ESTABLISHMENT ON SITE

Except for specific instances and sub-clauses described in Section V Part A 'Standard Specification' Section 3300, the Contractor shall allow for costs of Time Related Establishment in the production tender rates.

In the case of routine Road Maintenance Units (eg Grader Units) the Contractor will be paid for the initial fixed establishment of the plant, camp, operators and workmen to the first Site under the relevant item 33.01 (a) of Part 4 'Standard Specification' Section 3300.

The Contractor must allow for the cost of relocation of the plant, camp, operators and workmen to the identified subsequent roads in the production tender rates 34.01 (a) Light Blading, 34.01 (b) Heavy Blading and 34.01 (c) Travelling of Section V Part A 'Standard Specification' Section 3300

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 GCC37 of the General Conditions of Contract.

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PS 12005 INDIVIDUAL CONTRACTORS**PS 12005.1 INDIVIDUAL CONTRACTORS**

Throughout this document:

- *the term ‘Schedule of Quantities’ means ‘Bill of Quantities’ and vice versa. The Bill of Quantities is dealt with under Section IV Part D of the Bidding Document.*
- *the term ‘Contractor’ means ‘Individual Contractor’ and vice versa.*
- *the term ‘Contract’ means ‘Individual Contract’ and vice versa.*

PS 12005.2 DEFAULT BY THE CONTRACTOR

On termination of an Emerging Contractor the next highest ranked Bidder shall be appointed in terms of **Section III – ‘Evaluation and Qualification Criteria’ Sub-Clause 1 ‘Evaluation’ (a) ‘Application of Evaluation Procedure’ items (iv) and (v)**. In such cases Sub-Clause SCC1.1 (dd) ‘Start Date’ is adjusted as follows: The Start Date of the Contract shall be the date of signing the Contract and the Contract Period shall end forty-eight (48) months after the Start Date.

PS 12006 BID RATES TO REFLECT REASONABLE INPUT COSTS

This is an Emerging Contractors’ Contract. The Employer needs to ensure that bid rates in Section IV Part D ‘Bill of Quantities’ reflect reasonable input costs of all the production resources. The Employer will thus apply the methodology specified in **Section III – ‘Evaluation and Qualification Criteria’ Sub-Clause 1 ‘Evaluation’ (b) ‘Unbalanced Rates and Benchmark Rates’** in order to verify that the bid rates in Section IV Part D ‘Bill of Quantities’ are indeed reasonable.

PS 12006.1 TYPICAL INPUT COST OF PRODUCTION RESOURCES

It is a specific requirement of this Contract that only plant and equipment that complies with Clause 3402 of the Specification will be permitted to carry out work under this Contract. Bidders are urged to make sufficient allowances for all reasonable input costs (including the cost of plant replacement) in their bid rates.

In terms of **Section III – ‘Evaluation and Qualification Criteria’ Sub-Clause 1 ‘Evaluation’ (b) ‘Unbalanced Rates and Benchmark Rates’** it is the responsibility of the Employer to verify that *the bid rates* in Section IV Part D ‘Bill of Quantities’ are indeed reasonable *in terms of the respective input costs* per each Blading Area.

PS 12006.2 REDUCTION OF PLANT RELATED RISK TO INDIVIDUAL CONTRACTORS

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In order to ensure that the **Individual** Contractors are protected against the undue risk of major plant break-downs, it is recommended that as an alternative to purchasing a new grader, Individual Contractors could also consider entering into plant hire agreements with reputable plant hire companies at commercial rates, including the full maintenance of the graders and including a clause whereby the ownership of the grader may be transferred to the respective Individual Contractor at any time of the contract, subject to certain terms and conditions having been complied with. By doing so, the onus of repairing the graders (including the provision of a stand-by grader which might be required in order to ensure a plant availability of more than 90%) would be in the hands of the relevant plant hire company. The Bid Rates of the Individual Contractors should make adequate provision for all the relevant plant costs involved.

Such Plant Hire Agreements for Graders shall comply with the following requirements:

1. The Plant Hire Rates should exclude fuel, operator and grader blades. The Individual Contractors shall take control over their own requirements in this regard. Likewise, relevant labourers should also be paid directly by the Individual Contractors.
2. The Plant Hire Rates shall include the Maintenance and Repairs of the Graders.
3. Graders are charged on an hourly basis.
4. Graders shall comply with Sub-Clause 3402 of the Standard Specification.
5. The Plant Hire Agreements might or might not include an option for the Individual Contractors to acquire the ownership of the grader at any time of the Contract, depending on the financial viability of such a deal.

From the above it is clear that the Individual Contractors may enter into a Plant Hire Agreement for a grader that complies with the Specification with any company at any plant hire rate per hour, for any duration during the Contract.

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PS 12007 PRACTICAL AND THEORETICAL TRAINING

In the Sub-Clauses PS12007.1 and PS12007.2 below the meaning of 'Contract' shall be synonymous with 'Individual Contractors' Contract' and the meaning of 'Contractor' shall be synonymous with 'Individual Contractor'.

PS 12007.1 PRACTICAL AND THEORETICAL TRAINING PROGRAMS**a. Contractor to provide competent personnel**

In terms of Section 3000 'Blading of Roads' of the Standard Specification, the Contractor is required to provide competent site personnel (including Site Agents, Operators and other relevant field personnel), thereby ensuring that the Works are carried out to the specified quality. The following Clauses of the Standard Specification are particularly relevant in this regard:

- (i) Clause 3361 (a) 'Provision of a Site Agent / Foreman'
- (ii) Clause 3403 'Blading Standards'
- (iii) Clause 3404 'Workmanship'

To comply with the above requirements, the Contractor shall thus be responsible to employ operators who are adequately licensed to operate a grader and to tow a caravan on a public road. Moreover, the Contractor should provide his operators with initial training and ongoing on-the-job training during normal blading operations. In addition, new operators may be developed by the Contractor as follows:

- (i) Labourers who wish to become new operators may be assisted by the Contractor to obtain Code CE Licenses, (by first getting a learners' licenses and then being trained on-the-job by the qualified operator).
- (ii) The Code CE drivers' license test can then be done at NATIS; those candidates who cannot read or write could do an oral examination.

In order to supplement the Contractor's above-mentioned training obligations, the Contract makes provision for Practical and Theoretical Training Programs, as outlined below.

b. Supplementary Training Programs

1. The Employer may nominate a Training Provider (based on a Training Proposal approved by the Employer) to be appointed directly as a Nominated Expert Training Provider (hereinafter referred to as 'Training Provider') to conduct certain specialized Practical and Theoretical Training Courses, using the following training methodology:
 - a. During the first round of training the Training Provider shall visit all trainees are required to attend 'Recognition of Prior Learning (RPL) Tests. The RPL Tests for the Practical Operator Training will be conducted on site, whilst the RPL Tests for

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the Theoretical Training will be conducted at the respective training venues. The results of the RPL tests are captured on a data base for future reference and further evaluation.

- b. Training Manuals and Workbooks shall then be handed out by the Training Provider to the trainees, after which the training will proceed. The Practical Operator Training shall be conducted on site, whilst the Theoretical Training shall be conducted at the respective training venues. During the training courses the 'skills gap' of the trainees shall be reduced.
 - c. Practical training activities shall insofar as practically possible be planned by the Training Provider, in consultation with the Supervisor and the Contractor, to form part of the activities required for the normal execution of the Works.
 - d. The Contractor shall make available the operators whilst they are being trained or tested by the Training Provider and the graders on which such training or testing takes place. In cases where productions are delayed because of the training actions, the Contractor shall be entitled to claim for all related additional costs of the wages, including those salaries and wages of their personnel (whilst undergoing any form of training as instructed by the Supervisor), tools, plant, equipment, fuel, support, etc on a Dayworks basis under the Provisional Sum (item PS12007), and in terms of Sub-Clause PS12007.2 (b) and (c) below.
 - e. At the end of the training courses the trainees shall be requested by the Training Provider to embark on a process of ongoing self-development (ie the operators need to practice the skills learnt during the Practical Training Sessions) and studying (ie the trainees attending the Theoretical Training Sessions need to study the contents of the Training Manuals), all in preparation for the tests which shall be held during the second round of training visits. The period of self-study also includes the completion of the Workbooks which shall be handed in by the trainees to the Training Provider at the start of the testing sessions.
 - f. During the second round of training visits the operators shall undergo Practical Tests on site, whilst the trainees who attended the Theoretical Training shall write a series of tests which shall be marked, together with the Workbooks. The test results shall be captured by the Training Provider on the data base for future reference and further evaluation.
 - g. Those trainees who have passed the tests shall receive Training Certificates from the Training Provider, only regarding those tests that have been passed.
2. The Training Provider may be paid directly by the Employer for the training functions in terms of the approved appointment, and in terms of Sub-Clause PS12007.2 (a) below.

PS 12007.2 MEASUREMENT AND PAYMENT

The Practical and Theoretical Training activities shall be measured for payment in terms of Section VII Special Conditions of Contract Sub-Clause SCC7.1 as follows:

Item

Unit

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PS12007 Provision for Practical & Theoretical Training**[prov. sum]**

This provisional sum for Practical and Theoretical Training and Technical Support has been provided for in the Contract to be utilized by the Employer for any expenses arising from the direct nomination and appointment of selected expert Training Providers as described hereunder:

a. Training Provider Fees

In terms of Sub-Clause PS12007.1 (b) the Employer may nominate and appoint an external Training Provider (whose training proposal has been approved by the Employer in writing) to carry out certain specified Practical and Theoretical Training Programs. The Employer may pay the Training Provider directly from funds provided for under the Provisional Sum Item PS12007 of the Schedule of Quantities.

b. Plant, Equipment, Materials and Support used for Training

The Contractor shall make available all tools, plant, equipment, fuel, support, etc., as may be required for training purposes, and he shall ensure that these items are kept in a good working condition. The Contractor shall include the activities and personnel of the appointed Training Provider in the specified all-risk insurance, as well as the equipment and plant items used under the guidance of the appointed Training Provider, for the full period of training on site. The Contractor shall be entitled to claim for any additional costs of tools, plant, equipment, fuel, support, etc on a Dayworks basis, as provided for under the Provisional Sum Item PS12007 of the Schedule of Quantities.

c. Salaries and Wages of Contractor's Personnel during Training

The Contractor shall make available the operators and other personnel whilst they are being trained or tested. The Contractor shall be entitled to claim for any additional costs of the wages, including those salaries and wages of their personnel (whilst undergoing any form of training as instructed by the Supervisor) on a Dayworks basis, as provided for under the Provisional Sum Item PS12007 of the Schedule of Quantities.

PS 12008 CONTRACTORS TO BE ON SITE REGULARLY

All Individual Contractors undertake to conduct their operations at all times in a professional manner and subject themselves to the stipulations of the Code of Conduct of the Employer and must make themselves available on Site on a weekly basis when required and to carry out all their respective Site Management and Supervision functions.

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Supervisory Personnel of the Individual Contractors and / or their appointed Supervisory Personnel incl. the Site Agent / Foreman (as approved in writing by the Supervisor) are required to sign the relevant Site Inspection Forms at their respective graders on a weekly basis, failing which a ***Penalty of five percent (5%) of the respective month's value of blading work*** measured and certified for each respective blading area under Item 34.01 shall be imposed by the Supervisor. Should a Contractor be in default of this specific requirement on more than one occasion the above-mentioned ***Penalty percentage shall be increased to 10 percent (10%)***.

Individual Contractors or their appointed representatives shall be contactable at all times during working hours and shall make themselves available to attend to Contractual matters on a weekly basis.

The Site Agent / Foreman and the Contracts Manager of the Individual Contractors must visit the Regional Office of the Roads Authority on a monthly basis to agree quantities and agree / sign payment certificates.

A Senior Company representative and the Site Agent / Foreman of the Individual Contractors shall attend the Quarterly Progress Meetings.

PS 12009 QUARTERLY PROGRESS REPORT

Progress Reports (in a format approved by the Supervisor) shall be submitted by the Individual Contractors at quarterly meetings shall contain the following information:

- a. The details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site, as well as a plant availability report, a fuel consumption report and a grader blade usage report for each grader per each month, as well as photos of instances relating to dayworks instructions for emergency repairs to wash aways, etc;
- b. Copies of quality assurance documents, test results and certificates of Materials;
- c. List of notices given under Sub-Clause GCC22 'Claims';
- d. Summary of all monthly and accumulative Payment Certificate Amounts, including the dates of when they were submitted, approved and paid;
- e. Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations;
- f. Comparisons of actual and planned progress presented in graphical form, showing monthly and accumulative status per each Blading Area and in total for the Contract, as well as a comparisons of actual and planned financial progress presented in graphical form, showing monthly and accumulative status in total for the Contract, with details of any events or circumstances which may

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- jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays;
- g. Proof of Payment of VAT (in addition to the VAT Returns) and / or a Certificate of Good Standing with the Receiver of Revenue;
 - h. Minutes of a monthly Management / Measurement / Payment Certificate Meeting held between the Individual Contractor and the Supervisor.
 - i. All the Programs of formal Training, updated to the latest Progress Report, plus proof of actual attendance performance and progress made by their operators during the Programs for formal Training, as required in Sub-Clause PS12007.

On Commencement of the Contract a formal Inception Meeting shall be held between the Employer and the Individual Contractor in order to agree on the formats of monthly Payment Certificates and Quarterly Progress Reports, as well as to agree on communication channels (including the flow of written instructions between the Contracting Parties) and measurement, inspection, testing and approval procedures in terms of the Contract. The Minutes of the Inception Meeting shall be signed by all the Contracting Parties and kept on the project file.

The Supervisor shall deduct a **Penalty** from payment due to the Individual Contractor of **N\$10,000** in cases where the Individual Contractor fails to submit a fully updated Progress Report (in the approved format and containing all the required information) at any Quarterly Progress Meeting. This Penalty shall be imposed in addition to any other Penalties which may have been incurred in any other Sub-Clauses of the Contract.

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PS 12011 BLADING CONTRACT AREAS:

TYPE B**IC-KHP 01 & IC-KHP 02 (KEETMANSHOOP)**

ANNUAL BLADING PROGRAM 2020/2021																
Area: Aroab																
Blading area No.:		GU-KHP 09														
Road No and distance				From	To	Blades	Add	Cycles	Blade Kilometers				Total blade Km		Cycles	Vehicles/day
MR	Km	DR	Km				Blades	/ year	MR		DR		Light	Heavy	pre/year	
									L	H	L	H				
25	41			MR 27	MR 26	5		12	2460		0		2460	0		
27	36			DR 614	RSA/border	5		24	4320		0		4320	0		
27	52			DR 614	DR 611	5		24	6240		0		6240	0		
		565	13	DR 622	DR 566	4		6			312		312	0		
		610	22	DR 611	DR 612	3		4			264		264	0		
		612	57	MR 27	MR 26	4		8			1824		1824	0		
		622	64	MR 25	RSA/border	4		6			1536		1536	0		
Total	129	Total	156					Total B/Km	13 020		3 936		16 956			

ANNUAL BLADING PROGRAM 2020/2021																
Area: Narubis																
Blading area No.:		GU - KHP 16														
Road No and distance				From	To	Blades	Add	Cycles	Blade Kilometers				Total blade Km		Cycles	Vehicles/day
MR	Km	DR	Km				Blades	/ year	MR		DR		Light	Heavy	pre/year	
									L	H	L	H				
25	26			MR 26	KRG/border	5	0	16	2080	0	0		2080	0		
26	100			TR 1/2	MR 25	4	0	16	6400	0	0		6400	0		
		578	72	TR 1/2	DR 611	4	0	6			1728	0	1728	0		
		607	34	TR 1/2	DR 608	4	0	8			1088	0	1088	0		
		608	119	TR 1/2	MR 28	4	0	10			4760	0	4760	0		
		611	65	MR 26	MR 27	4	0	6			1560	0	1560	0		
Total	126	Total	290					Total B/Km	8 480	0	9 136	0	17 616	0		

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BLADING CONTRACT AREAS: IC-KHP 03 & IC-KHP 04 (KARASBURG)

ANNUAL BLADING PROGRAM 2020/2021																
Area: Karasburg																
Blading area No.:		GU-KHP 05														
Road No and distance				From	To	Blades	Add	Cycles	Blade Kilometers				Total blade Km		Cycles	Vehicles/day
MR	Km	DR	Km				Blades	/ year	MR		DR		Light	Heavy	pre/year	
									L	H	L	H				
25	117			TR 3/1	Km 117	5		12	7020		0		7020	0		
21	8			MR 22	DR 208	5		18	720		0		720	0		
21	40			DR 208	DR 206	5		12	2400		0		2400	0		
22	17			MR 21	DR 274	5		12	1020		0		1020	0		
		206	78	DR 210	MR 23	4		4			1248		1248	0		
		208	108	MR 21	Orange River	4		6			2592		2592	0		
		210	27	MR 21	DR 208	4		6			648		648	0		
		213	46	TR 1/1	DR 208	4		4			736		736	0		
		274	3	MR 22	End	3		12			108		108	0		
		292	37	DR 208	Orange River	4		3			444		444	0		
		271	56	MR 22	TR 1/1	4		4			896		896	0		
Total	182	Total	355					Total B/Km	11 160		6 672	0	17 832	0		

ANNUAL BLADING PROGRAM 2020/2021																
Area: Ariamsvlei																
Blading area No.:		GU-KHP 01														
Road No and distance				From	To	Blades	Add	Cycles	Blade Kilometers				Total blade Km		Cycles	Vehicles/day
MR	Km	DR	Km				Blades	/ year	MR		DR		Light	Heavy	pre/year	
									L	H	L	H				
23	101			MR 21	RSA border	5		12	6060		0		6060	0		
		202	38	TR 3/1	DR 232	4		16			2432		2432	0		
		202	64	DR 232	MR 23	4		3			768		768	0		
		204	50	MR 25	DR 566	4		4			800		800	0		
		204	15	DR 566	RSA border	2		2			60		60	0		
		205	64	DR 269	DR 204	4		3			768		768	0		
		209	34	TR 3/1	DR251	4		4			544		544	0		
		209	43	DR251	DR2014	4		3			516		516	0		
		211	34	MR 23	MR 21	4		2			272		272	0		
		232	11	DR 202	End	3		16			528		528	0		
		237	38	DR 202	TR 3/1	4		4			608		608	0		
		251	38	DR 269	DR 209	4		4			608		608	0		
		258	37	MR 25	DR 209	4		4			592		592			
		269	32	TR 3/1	DR 251	4		12			1536		1536	0		
		269	55	DR 251	DR 204	4		6			1320		1320	0		
		566	23	DR 204	DR 565	4		3			276		276	0		
Total	101	Total	576					Total B/Km	6 060		11 628	0	17 688	0		

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BLADING CONTRACT AREAS: IC-KHP 05 & IC-KHP 06 (MARIENTAL)

ANNUAL BLADING PROGRAM 2020/2021																
Area: Aranos North																
Blading area No.:		GU-KHP 23														
Road No and distance				From	To	Blades	Add	Cycles	Blade Kilometers				Total blade Km		Cycles	Vehicles/day
MR	Km	DR	Km				Blades	/ year	MR		DR		Light	Heavy	pre/year	
									L	H	L	H				
40	33			MR 61	DR 1001	5		24	3960		0		3960	0		
40	30			DR 1001	GOB/border	5		18	2700		0		2700	0		
91	10			MR 40	GOB/border	5		18	900		0		900	0		
		1001	30	MR 40	DR 1004	4		18			2160		2160	0		
		1001	42	DR 1004	DR 1046	4		12			2016		2016	0		
		1004	7	DR 1001	GOB/border	4		6			168		168	0		
		1010	48	MR 61	FR 1004	4		12			2304		2304	0		
		1010	45	FR 1004	DR 1046	4		10			1800		1800	0		
		1046	21	DR 1001	DR 1010	4		6			504		504	0		
		1046	28	DR 1010	DR 1099	4		10			1120		1120	0		
Total	73	Total	221					Total B/Km	7 560		10 072		17 632			

ANNUAL BLADING PROGRAM 2020/2021																
Area: Aranos West																
Blading area No.:		GU-KHP 26														
Road No and distance				From	To	Blades	Add	Cycles	Blade Kilometers				Total blade Km		Cycles	Vehicles/day
MR	Km	DR	Km				Blades	/ year	MR		DR		Light	Heavy	pre/year	
									L	H	L	H				
39	48			MR 61	DR 1765	5		18	4320		0		4320	0		
42	38			MR 39	DR 1033	5		18	3420		0		3420	0		
		1023	16	MR 42	DR 1775	4		8	0		512		512	0		
		1033	45	MR 42	DR 1041	4		12	0		2160		2160	0		
		1042	16	DR 1053	MR 61	4		12	0		768		768	0		
		1044	19	MR 39	DR 1775	4		6	0		456		456	0		
		1052	30	DR 1053	MR 32	4		6	0		720		720	0		
		1053	19	DR 1041	DR 1042	4		12	0		912		912	0		
		1765	33	MR 39	MR 40	4		6	0		792		792	0		
		1770	14	DR 1775	DR 1318	4		6	0		336		336	0		
		1775	59	MR 61	DR 1770	4		12	0		2832		2832	0		
Total	86	Total	251					Total B/Km	7 740		9 488		17 228			

INITIALS_____

BLADING CONTRACT AREAS: IC-OTJ 01 & IC-OTJ 02 (OTJIWARONGO)

Region	Contract Area No	Road No	Section of Road	Typical Width (m)	Length (km)
Otjiwarongo 120G	GU-OTJ 14	D2475	M57 – Border	7	66
		D2483	D2414 – T0107	7	54
		D2404	D2414 – M57	7	116
		D2116	M57 – Border	7	23
		M57	M101 – Border	9	87
		D2454	D2476 - Border	7	84
		D2459	M57 – D2454	7	43
		D2460	D2454 – Border	7	18
		D2446	M115 – D2454	7	17
		D2476	M101 – M57	7	47
Otjiwarongo 120G	GU-OTJ 15	D2512	M101 – Border	7	61
		D3803	M115 – M117	7	73
		D3801	M115 – M117	7	68
		D3827	M117 – End	6	28
		D3805	D3801 – D3826	7	91
		D3802	M117 – D3804	7	28
		D3804	M115 – D3802	7	62
		D3834	D3803 – D3804	7	19

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Section V - Part C: Drawings

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SECTION V – PART C: DRAWINGS**CONTENTS**

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B.	ROAD TRAFFIC SIGNS POLICY TEMPORARY ROAD SIGN APPLICATIONS (NOT INCLUDED)	213
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A. DEPARTMENT OF TRANSPORT STANDARD DRAWINGS (NOT INCLUDED)	
DESCRIPTION	NUMBER
Standard Method of Leading Pipes and Cables through Culverts	N1114
Standard Motor Grid Gate	N1432
Erection of Guardrails	N2550
Standard Precast Box Culverts Setting Out and Construction Details	N2585
Standard Fencing	N2587
Erection of Road Signs	N2597
Standard Drains and Banks	N2600
Standard Pipe Culverts Setting Out and Construction Details	N2609
Standard Gravel Road Cross Section and Other Specifications	N2631
Standard Bituminous Surfaced Road and Cross Sections	N2635
Facility Signs at Resting Places	N2740
Standard Precast Box Culvert Reinforcement	N2797

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B. ROAD TRAFFIC SIGNS POLICY TEMPORARY ROAD SIGN APPLICATIONS (NOT INCLUDED)

DESCRIPTION	NUMBER
Road Reserve Maintenance	Figure 13.32
Fixed Site-Work on Shoulder	Figure 13.35
Short Term Lane Closure : Partial and Full Lane Closure	Figure 13.37
Stop / Ry-Go traffic Control - Minor Works	Figure 13.40
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Deviation at a Bridge Site	Figure 13.53
Deviation - Low Traffic Volumes	Figure 13.54
Deviation - High Traffic Volumes	Figure 13.55

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C. DRAWINGS INCLUDED

DESCRIPTION	NUMBER
Distance Marker Detail	N/A
Guide Block Detail	N/A
Duct Marker Block Detail	N/A
Danger Plate Detail	N/A
Bollards Detail	N/A
Typical Cross – Section (not included, available at Supervisor's office)	N/A
Signposting for Blading of Roads (A) Flat Terrain (not included, available at Supervisor's office)	N/A
Signposting for Blading of Roads (B) Hilly Terrain (not included, available at Supervisor's office)	N/A

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D. DAILY PROGRESS RETURNS

DESCRIPTION

NUMBER

Blading of Roads

N/A

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Section V - Part D: Roads Ordinance

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HARMONISED EXTRACTS FROM THE ROADS ORDINANCE, 1972 (ORDINANCE 17 OF 1972) AS AMENDED AND THE ROADS AUTHORITY ACT 17 OF 1999

The construction and maintenance of roads in Namibia are governed by the Roads Authority Act No 17 of 1999 and the Roads Ordinance. The Roads Authority has been enacted by the Minister responsible for Transport 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) have been amended to be harmonised with the powers of the Roads Authority (hereinafter referred to as the Authority) as per Section 16 (6) of the Roads Authority Act No17 of 1999. The amended extracts may be of particular relevance to the Contractor and are set out herein for his/her convenience but this in no way implies that the remainder of the Ordinance may be ignored by the Contractor.

SECTION DESCRIPTION

- **General Powers of the Authority.**
- **Obtaining materials.**
- **Camping sites, water, firewood, and cutting of trees and brushwood.**
- **Compensation for damage caused by contractors.**
- **Entering upon or taking possession of land to exercise powers or duties.**
- **Authorized persons may exercise powers.**

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

The following amended sections from the Ordinance as harmonised with the Roads Authority Act 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.

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With reference to the Section on Obtaining materials as expanded in the below it must be understood that "any material" which can be acquired without payment does not include water.

GENERAL POWERS OF THE AUTHORITY

1. The Authority 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) The erection and maintenance of any fence, wall, gate, ditch, furrow or 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;
 - (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 Authority in terms of its Act, the below shall only be exercised within the area of a local authority in consultation with the local authority concerned.

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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 Authority or contrary to the conditions imposed by the Authority 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.

OBTAINING MATERIALS

For the purpose of the construction, maintenance or repair of a proclaimed road the Authority 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 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;

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- (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 Authority 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) the Authority, 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 Authority in terms of this section shall only be exercised within the area of a local authority in consultation with the local authority concerned.

CAMPING SITES, WATER, FIREWOOD AND CUTTING OF TREES AND BRUSHWOOD

1. The Authority may through his representatives, officers or contractors –
 - (a) where no other opportunity is available, erect temporarily dwellings for roadworkers 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 Authority shall determine such place;
 - (b) take water at a tariff determined by the Authority 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 Authority for road purposes;
 - (c) take firewood for the use of roadworkers and their families: Provided that where large quantities are taken, it shall only be taken with the consent of the owner, lessee or occupier concerned and at a tariff determined by the Authority from time to time;

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- (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 Authority in terms of this subsection shall only be exercised within the area of a local authority in consultation with the local authority concerned.

- 2. No 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) of the Roads Ordinance.

COMPENSATION FOR DAMAGE CAUSED BY CONTRACTORS

Where a contractor, in exercising any of the rights and powers granted to him in terms of the Section on Obtaining materials and the Section on Camping sites, water, firewood, and cutting of trees and brushwood, causes any damage, compensation for it may be recovered from the Authority and the Authority may in turn claim indemnity from such contractor.

ENTERING UPON OR TAKING POSSESSION OF LAND TO EXERCISE POWERS OR DUTIES

Subject to the provisions of Section 65(1) of the Roads Ordinance the Authority 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 the Roads Authority Act, 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.

AUTHORISED PERSONS MAY EXERCISE POWERS

Wherever any rights or powers are granted to the Authority in the Roads Authority Act such rights and powers shall also be given to every person duly authorised by the Authority 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

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both admeasurement contracts and lump sum contracts.

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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 52.1.
- (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 specified.

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- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period **named in the SCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under Clause 23.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's 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 the supplies, including consumables, used by the Contractor for incorporation in the Works.

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- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) SCC means Special Conditions of Contract
- (aa) The Site is the area **defined as such in the SCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC**.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically

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defined. The Project Manager shall provide instructions clarifying queries about these GCC.

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

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

- (a) Agreement,
- (b) Notification of Award,
- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,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 shall be English and the laws governing the Contract are the Laws of the Republic 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. A notice shall be effective only when it is delivered to the addresses specified in the SCC . |

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

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- | | |
|--|--|
| 7. Subcontracting | 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 8. Other Contractors | 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification. |
| 9. Personnel and Equipment | <p>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.</p> <p>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.</p> |
| 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 | <p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none">(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<ul style="list-style-type: none">(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 |

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employed by or contracted to him except the Contractor.

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

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

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of Notification of Award. All such insurance shall provide for compensation to be payable in

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the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

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

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

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

17. Approval by the Project Manager

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

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

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

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- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC or as thereafter reviewed and agreed by the parties**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.

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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 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 15 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 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 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.

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In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.

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

**26. Extension of
the Intended
Completion
Date**

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

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

27. Acceleration

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

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Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

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

**28. Delays
Ordered by the
Project
Manager**

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

**29. Management
Meetings**

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

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

30. Early Warning

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

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

C. Quality Control

**31. Identifying
Defects**

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

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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 valuation of the works on which basis the Contractor will be paid.

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 by the Project Manager.

36. Changes in the Contract Price

36.1 In the case of an admeasurement contract:

- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial

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Contract Price, the Project Manager shall adjust the rate to allow for the change.

- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

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

37. Variations

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

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities

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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 Suppliers.

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

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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 in accordance 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 on Events

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

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- (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 BDS** and
 - (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

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

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project

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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 All payments shall be made in Namibian Dollars Only.

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 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 30 days before Bid opening for inputs payable; both in the specific currency "c."

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 fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]

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- 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 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

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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 types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 60 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

50. Day works

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

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

50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

52. Labour Clause

52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favourable than those established for work of the same character in the trade concerned-

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- (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

(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 which are not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

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

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

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

(c) containing such other information as the Accounting Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

52.3 Where the Accounting Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 4.3, 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.

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- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 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 90 days of the date of the Project Manager's certificate;

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

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

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

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

58. Fraud and Corruption

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

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

58.3 For the purposes of this Sub-Clause:

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

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

59. Payment upon Termination

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

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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 not applicable for the Blading of Gravel Roads Contracts.
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 Representatives: Mr. Joseph Shikufinde Regional Engineering Manager: Keetmanshoop Region Contact No: + 264 63 221 555 Email: shikufindej@ra.org.na Mr. K. Iyambo Regional Engineering Manager: Oshakati Region Contact No: + 264 65 231560 Email: iyambok@ra.org.na Ms. Alma Tjirimuje Regional Engineering Manager: Otjiwarongo Region

INITIALS_____

	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 31 October 2030.
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 Managers are: Mr. Joseph Shikufinde Regional Engineering Manager: Keetmanshoop Region Contact No: + 264 63 221 555 Email: shikufindej@ra.org.na Mr. K. Iyambo Regional Engineering Manager: Oshakati Region Contact No: + 264 65 231560 Email: iyambok@ra.org.na Ms. Alma Tjirimuje Regional Engineering Manager: Otjiwarongo Region Contact No: + 264 67 303 606 Email: tjirimujea@ra.org.na

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SCC 1.1 (aa)	The Sites are located at: <table><tr><th colspan="4">LIST OF CONTRACT AREAS</th></tr><tr><th><u>N0</u></th><th><u>CONTRACT AREA NO.</u></th><th><u>REGION</u></th><th><u>CONTRACT AREA</u></th></tr><tr><td>1</td><td>IC-KHP 01</td><td>Keetmanshoop</td><td>Keetmanshoop</td></tr><tr><td>2</td><td>IC-KHP 02</td><td>Keetmanshoop</td><td>Keetmanshoop</td></tr><tr><td>3</td><td>IC-KHP 03</td><td>Keetmanshoop</td><td>Karasburg</td></tr><tr><td>4</td><td>IC-KHP 04</td><td>Keetmanshoop</td><td>Karasburg</td></tr><tr><td>5</td><td>IC-KHP 05</td><td>Keetmanshoop</td><td>Mariental</td></tr><tr><td>6</td><td>IC-KHP 06</td><td>Keetmanshoop</td><td>Mariental</td></tr><tr><td>7</td><td>IC-OTJ 01</td><td>Otjiwarongo</td><td>Otjiwarongo</td></tr><tr><td>8</td><td>IC-OTJ 02</td><td>Otjiwarongo</td><td>Otjiwarongo</td></tr><tr><td>9</td><td>IC-OSH 01</td><td>Oshakati</td><td>Opuwo</td></tr><tr><td>10</td><td>IC-OSH 02</td><td>Oshakati</td><td>Opuwo</td></tr></table>	LIST OF CONTRACT AREAS				<u>N0</u>	<u>CONTRACT AREA NO.</u>	<u>REGION</u>	<u>CONTRACT AREA</u>	1	IC-KHP 01	Keetmanshoop	Keetmanshoop	2	IC-KHP 02	Keetmanshoop	Keetmanshoop	3	IC-KHP 03	Keetmanshoop	Karasburg	4	IC-KHP 04	Keetmanshoop	Karasburg	5	IC-KHP 05	Keetmanshoop	Mariental	6	IC-KHP 06	Keetmanshoop	Mariental	7	IC-OTJ 01	Otjiwarongo	Otjiwarongo	8	IC-OTJ 02	Otjiwarongo	Otjiwarongo	9	IC-OSH 01	Oshakati	Opuwo	10	IC-OSH 02	Oshakati	Opuwo
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SCC 1.1 (dd)5+	The ‘Start Date’ (or ‘Commencement Date’) is 1 November 2026 or the date on which the Contract Agreement is signed, whichever date is the later. On this Contract the ‘Start Date’ coincides with the ‘Site Possession Date’ (as per SCC20.1).																																																
SCC 1.1 (hh)	The Works consist of <i>the Blading of Gravel Roads</i> over a <i>Contract Period of 48 months in the KEETMANSHOOP/OTJIWARONGO/OSHAKATI REGIONS.</i>																																																
SCC 2.2	Sectional Completions are not applicable.																																																
SCC 2.3 (i)	The following documents also form part of the Contract: a) Roads Ordinance, 1972 (Ordinance 17 of 1972) as amended																																																
SCC 6.1	Delivery address for notices is the same address as indicated in SCC 1.1 (r).																																																
SCC 7.1	Sub-Contractors: The Contractor shall be responsible for the work of his Sub-Contractors, for managing and coordinating all the Sub-Contractors’																																																

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	works and for the acts or defaults of their agents or employees, as if they were the acts or defaults of the Contractor. The Contractor may not assign any contract without the written approval of the Employer. The Contractor may not subcontract any part of a contract without the approval of the Employer. Nominated Sub-Contractor or Expert Service Provider shall mean a Sub-Contractor or Expert Service Provider whom the Project Manager instructs the Contractor to employ to execute specialist works or services for which Budgetary Allowances or Provisional Sums have been allowed in the Bill of Quantities. The Employer may, at its sole discretion, directly pay such a Nominated Sub-Contractor or Expert Service Provider. Alternatively, in cases where the Employer directs the Contractor to pay the Nominated Sub-Contractor or Expert Service Provider, the Contractor shall pay the amounts due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price. Before issuing a Payment Certificate which includes an amount payable to a Nominated Sub-Contractor or Service Provider, the Project Manager may request the Contractor to supply reasonable evidence that the said Sub-Contractor or Service Provider has received all amounts due under the Previous Payment Certificate, less applicable deductions such as retention or otherwise. Should the Contractor: (a) Not submit this reasonable evidence to the Project Manager; or (b) Not satisfy the Project Manager in writing that the Contractor is reasonably entitled to withhold these amounts or part thereof and does not submit reasonable evidence that the Nominated Sub-Contractor or Service Provider has been notified of this entitlement – then the Employer may, at its sole discretion, directly pay to the Nominated Sub-Contractor or Service Provider, part or all of such amounts previously] certified, less deductions. The Project Manager shall thereafter give notice to the Contractor stating the amount paid directly to the Nominated Sub-Contractor or Service Provider and deduct the said amount from the next Payment Certificate due to the Contractor. Each Provisional Sum shall only be used, in whole or in part, in accordance with the Project Manager's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include
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	only such amounts of work, supplies and services equal to the provisional sum and/or as the Project Manager instructed. For each Provisional Sum, the Project Manager may instruct: (a) Work or Services to be executed by the Contractor and for which adjustments to the Contract Price shall be agreed or determined under GCC 41; and/or (b) Plant, Materials, Works or Services to be purchased by the Contractor from a Nominated Sub-Contractor or Service Provider or otherwise, and for which there shall be included in the Contract Price: (i) The actual amounts paid or due to be paid by the Contractor; and (ii) A sum for overhead charges and profit, calculate as a percentage of these actual amounts by applying the relevant percentage rate stated in Clause 7404 of Section V Part A: Standard Specification.
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\$5,000,000 per each Contract Area (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. (ii) 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

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	against any claims arising from accidents on site. The Public Liability Insurance shall be in 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. 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 20.1	The 'Site Possession Date' shall be the Trial Section Date on which both the grader and the operator are approved by the Project Manager or the Project Manager's Representative in terms of Clauses 3407 and 3402 of the Standard Specification.
SCC 23.1 & SCC23.2	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 Association (EPA) who shall appoint and manage an Adjudicator on the National Adjudicator's List.
SCC 24	In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party. The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to refer the matter to an Adjudicator. 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

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	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 commence unless such notice is given.
SCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: The hourly Tariff of Fees chargeable by Professional Engineers or Incorporated Engineers are as published in the Government Gazette No. 5274 Dated 30 August 2013.
SCC 24.4	Any dispute in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with the Arbitration Act 42 of 1965 and the procedure of arbitration shall be conducted in accordance with the Rules for the conduct of Arbitrations as published by the Association of Arbitrators (Southern Africa) and amended from time to time. Both parties to the dispute shall appoint the Arbitrator. In the event of disagreement between the Employer and the Contractor, the Engineering Profession Association shall appoint a suitable Arbitrator.
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.
SCC 25.3	The period between Program updates is: Not applicable. 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: Not applicable. 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.

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	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 quarterly basis.
C. Quality Control	
SCC 33.1	<i>The Defects Liability Period for the Blading of Gravel Roads shall not be applicable.</i>
D. Cost Control	
SCC 36.1	Add the following after (a), (b) and (c): • 36.1 (d): <u>As per Section 62 (2) of the Public Procurement Act 15 of 2015</u>: The parties must expressly agree in writing to any amendment to the contract, other than changes which do not alter the basic nature or scope of the contract. • 36.1.(e): <u>As per Section 62 (3) of the Public Procurement Act 15 of 2015</u>: An amendment to the contract that increases the contract value by more than 15 per cent requires fresh procurement proceedings, except where the amendment is effected for a reason specified in section 36(2)(b) or (c).
SCC 37.2	• <u>As per Section 62 (2) of the Public Procurement Act 15 of 2015</u>: The parties must expressly agree in writing to any amendment to the contract, other than changes which do not alter the basic nature or scope of the contract. • <u>As per Section 62 (4) of the Public Procurement Act 15 of 2015</u>: No formal amendment of the contract is required if the public entity wishes to make a variation or invokes a contract price adjustment which is expressly authorised in the contract.
SCC 37.3	• <u>As per Section 62 (3) of the Public Procurement Act 15 of 2015</u>: An amendment to the contract that increases the contract value by more than 15 per cent requires fresh procurement proceedings, except where the amendment is effected for a reason specified in section 36(2)(b) or (c).

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SCC 37.4	• As per Section 62 (3) of the Public Procurement Act 15 of 2015: An amendment to the contract that increases the contract value by more than 15 per cent requires fresh procurement proceedings, except where the amendment is effected for a reason specified in section 36(2)(b) or (c).
SCC 37.5	• <u>As per Section 62 (2) of the Public Procurement Act 15 of 2015:</u> The parties must expressly agree in writing to any amendment to the contract, other than changes which do not alter the basic nature or scope of the contract.
SCC 37.6	• As per Section 62 (3) of the Public Procurement Act 15 of 2015: An amendment to the contract that increases the contract value by more than 15 per cent requires fresh procurement proceedings, except where the amendment is effected for a reason specified in section 36(2)(b) or (c).
SCC 39.7	• Interim Payment for Plant and Material on site is applicable. Interim Payment for materials delivered to site, safeguarded and intended for but not yet incorporated into the works: In cases where large quantities of materials are to be purchased and built into the Works and where such materials are properly safeguarded, the Project Manager may on written request and on submission by the Contractor of proof of payment for such materials pay 80% of the purchase value thereof to the Contractor as payment for Materials on Site. The said payment will be deducted from monies due to the Contractor after the materials have been built into the Works.

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SCC 41 (a)	Replace clause 41.1 (a) of the GCC in its totality with the following: 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 extension of time (EOT) shall be a 'Compensation Event' in terms of GCC 41. 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. Where the agreed delays due to the effects of rain 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) 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. The Contractor shall take the following values of “n” into account in his bid, in respect of routine road maintenance: <table><tr><th>REGION</th><th colspan="2">VALUE OF “n”</th></tr><tr><th></th><th>PERIODIC ROAD MAINTENANCE</th><th>ROUTINE ROAD MAINTENANCE</th></tr><tr><td>Keetmanshoop</td><td>3</td><td>0</td></tr><tr><td>Windhoek</td><td>7</td><td>3</td></tr><tr><td>Otjiwarongo</td><td>6</td><td>3</td></tr><tr><td>Oshakati</td><td>8</td><td>5</td></tr><tr><td>Rundu</td><td>8</td><td>5</td></tr></table>	REGION	VALUE OF “n”			PERIODIC ROAD MAINTENANCE	ROUTINE ROAD MAINTENANCE	Keetmanshoop	3	0	Windhoek	7	3	Otjiwarongo	6	3	Oshakati	8	5	Rundu	8	5
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Rundu	8	5																				
SCC 43.1	The currency of the Employer’s country is: Namibian Dollars.																					

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SCC 44.1	The Contract “is” subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients “do” apply. (a) Adjustment for fuel price changes The rates and prices applicable to the Contract shall be subject to price adjustment. 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 Namibia as published monthly by the Namibia Statistics Agency (NSA) The bid unit rates in the Schedule 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. 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 = 0.29 f_t = The price, in cents per litre, of fuel, on the 15th of the month in which the payment claim is submitted, at the nearest supply centre to the area in which the Works are being carried out. f_0 = The price in cents per litre of fuel on the 15th of the month immediately preceding the closing date for bids, at the same supply centre as used to determine f_t. The proportionate value of fuel used (F) must be adjusted on an annual basis. The CPAF fuel shall be multiplied by the monthly amount claimed for works completed, excluding the adjustment amount for CPI as calculated in (b) below, and including contingencies, as per each relevant Payment Certificate.
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	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 Project Manager (or a representative), and approval for rise and fall payments. When so requested, the Contractor shall allow the Project Manager (or a representative) access to plant returns for the purposes of verifying fuel consumed, or hours claimed for work done under Dayworks. 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 = 0.29 Co is the Consumer Price Index (All Items) for Namibia for the month preceding the closing date for bids 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. <i>*Materials for works that are instructed on an ad hoc or to be done on day works basis shall be excluded from price adjustment</i>
SCC 45.1	The proportion of payments retained is: Retention on routine maintenance = 0%. Retention for routine road maintenance work does not apply.

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SCC 46.1	The Contractor shall pay penalties 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 following penalties in terms of Sections 3304, 3402 and 3406 of the Standard Specifications shall furthermore apply and shall be deducted from payments due to the Contractor: • No bitumen, oil, batteries, filters or any other toxic substances shall be buried in borrow-pits, camp sites and in the road reserve. Non-compliance with this will result in a penalty of N\$ 5,000 per incident. • Where the Contractor falls behind the approved blading programme by more than fourteen (14) calendar days in any month in any blading area, the Employer shall impose a penalty of N\$5,000 per each blading area. • In cases where graders are found to have 'mechanical deficiencies' or where graders (and / or caravans) are not roadworthy or properly licensed, or where graders are in such a poor condition that they are not able to produce work according to the required specification, the Supervisor shall impose a Penalty of N\$10,000 per each grader or caravan per each month where a grader is 'in such poor condition' or has the above-mentioned 'mechanical deficiencies', or where a grader or caravan that is not roadworthy or properly licensed has been utilized anywhere on the Contract. • The following penalties in terms of Sections 3304, 3402 and 3406 of the Standard Specifications shall furthermore apply and shall be deducted from payments due to the Contractor: • No bitumen, oil, batteries, filters or any other toxic substances shall be buried in borrow-pits, camp sites and in the road reserve. Non-compliance with this will result in a penalty of N\$ 5,000 per incident. • Where the Contractor falls behind the approved blading programme by more than fourteen (14) calendar days in any month in any blading area, the Employer shall impose a penalty of N\$5,000 per each blading area. • In cases where graders are found to have 'mechanical deficiencies' or where graders (and / or caravans) are not roadworthy or properly licensed, or where graders are in such a poor condition that they are not able to produce work according to the required specification, the Supervisor shall impose a Penalty of N\$10,000 per each grader or caravan per each month where a grader is 'in such poor condition' or has the above-mentioned 'mechanical deficiencies', or where a grader or caravan that is not roadworthy or properly licensed has been utilized anywhere on the Contract.
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INITIALS_____

	• The following penalties in terms of Sections 3304, 3402 and 3406 of the Standard Specifications shall furthermore apply and shall be deducted from payments due to the Contractor: • No bitumen, oil, batteries, filters or any other toxic substances shall be buried in borrow-pits, camp sites and in the road reserve. Non-compliance with this will result in a penalty of N\$ 5,000 per incident. • Where the Contractor falls behind the approved blading programme by more than fourteen (14) calendar days in any month in any blading area, the Employer shall impose a penalty of N\$5,000 per each blading area. • In cases where graders are found to have 'mechanical deficiencies' or where graders (and / or caravans) are not roadworthy or properly licensed, or where graders are in such a poor condition that they are not able to produce work according to the required specification, the Supervisor shall impose a Penalty of N\$10,000 per each grader or caravan per each month where a grader is 'in such poor condition' or has the above-mentioned 'mechanical deficiencies', or where a grader or caravan that is not roadworthy or properly licensed has been utilized anywhere on the Contract. The following penalties in terms of clauses PS12008 and PS12009 of the Project Specifications shall furthermore apply and shall be deducted from payments due to the Contractor: • Supervisory Personnel of the Contractor and / or their appointed Supervisory Personnel, incl. the Site Agent / Foreman (as approved in writing by the Supervisor) are required to sign the relevant Site Inspection Forms at their respective graders on a weekly basis, failing which a Penalty of five percent (5%) of the respective month's value of blading work measured and certified for each respective blading area under Item 34.01 shall be imposed by the Supervisor. Should the Contractor be in default of this specific requirement on more than one occasion the above-mentioned Penalty percentage shall be increased to 10 percent (10%). • The Supervisor shall impose a Penalty of N\$10,000 in cases where the Contractor's Contract Manager and Site Agent / Foreman fail to attend any Quarterly Progress Meeting on the agreed date, and in cases where the Contractor fails to submit a fully updated Progress Report (in the approved format and containing all the required information) at any Quarterly Progress Meeting. Each of the above-mentioned Penalties shall be imposed independently from each other, and in addition to any other Penalties which may have been incurred in any other Sub-Clauses of the Contract.
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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	The Performance Security amount is: (a) Bank Guarantee: 10% of Contract Value A Bank Guarantee shall be unconditional (on demand) (see Section VIII. Security Forms). <i>There shall be no expiry date stated on the performance Guarantee. The end of the Guarantee shall be stated as 'within 60 days of the issuance of a certificate of practical completion'.</i>
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: Not applicable
SCC 56.2	The amount to be withheld for failing to produce "as built" drawings by the date required in SCC 56.1 is: Not applicable
SCC 57.2 (g)	The Contractor has delayed the completion of the Works by 14 days for which the maximum amount of liquidated damages can be paid.
SCC 57.5	<u>As per Section 63 (2) of the Public Procurement Act 15 of 2015:</u> Upon termination under subsection (1), the contractor is entitled to reimbursement of expenses incurred in the performance of the contract, but is not entitled to recover anticipated profits on the completion of the contract
SCC 59.1	<u>As per Section 63 (2) of the Public Procurement Act 15 of 2015:</u> Upon termination under subsection (1), the contractor is entitled to reimbursement of expenses incurred in the performance of the contract, but is not entitled to recover anticipated profits on the completion of the contract
SCC 59.2	<u>As per Section 63 (2) of the Public Procurement Act 15 of 2015:</u> Upon termination under subsection (1), the contractor is entitled to reimbursement of expenses incurred in the performance of the contract, but is not entitled to recover anticipated profits on the completion of the contract

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Section VIII - Contract Forms

Contract Agreement Form

Performance Security Form

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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:

BLADING OF GRAVEL ROADS IN THE FOLLOWING CONTRACT AREAS (STATE NAME AND NUMBER OF CONTRACT AREAS):

- IN THE CONTRACT AREA NO.
- IN THE CONTRACT AREA NO.
- IN THE CONTRACT AREA NO.

and has accepted a tender 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 **BLADING OF GRAVEL ROADS** IN THE ABOVE-MENTIONED CONTRACT AREAS' 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:

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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:

- (a) the Contract Agreement
- (b) the Notification of Award
- (c) the Bid Submission Form
- (d) the Addenda or Tender 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, or 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.

INITIALS_____

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: _____

INITIALS _____

PERFORMANCE SECURITY

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

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

Procurement Reference No. and title:.....

.....
.....*[insert no. and title of bidding process]*

Financial Institution's Branch or Office:

.....

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

Beneficiary:*[insert complete name of Purchaser]*

PERFORMANCE SECURITY No.:*[insert Performance Security 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 Security is required.

INITIALS_____

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

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 Performance Security 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.

Financial Institution's seal

and authorized signature(s)

.....

.....

⁷ The Financial Institution 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 Performance Security from the Financial Institution. Such request must be in writing and must be made prior to the expiration date established in the Performance Security. In preparing this Performance Security, 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 Performance Security 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 Performance Security."

INITIALS _____

INITIALS_____