

SAFE ROADS TO PROSPERITY

**German Financial Cooperation
with the Republic of Namibia**

BIDDING DOCUMENTS
Issued on: 18 May 2026

FOR

Procurement of

**THE LABOUR-BASED CONSTRUCTION OF GRAVEL
DISTRICT ROAD D3624: OMUNDAUNGILO TO OMBOLOKA
(43 KM) IN THE OHANGWENA REGION**

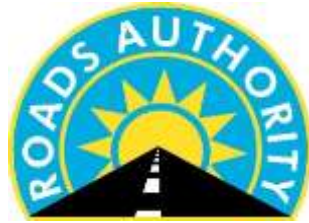
BMZ-No.: 2013 65 584

Procurement Reference No: W/ONB/RA-01/2026

**Open National Bidding in terms of Section 29(a) of the Public
Procurement Act, Act No. 15 of 2015**

**Cost: Free (SME CONTRACTOR NEWCOMER EARTHWORKS -
SCHEDULE A3)**

**Project: The Labour-based Construction of
Gravel District Road D3624**



Safe Roads to Prosperity

Republic of Namibia

Invitation for Bids (IFB)

Open National Bidding in terms of Section 29(a) of the Public Procurement Act, Act No. 15 of 2015

THE LABOUR-BASED CONSTRUCTION OF GRAVEL DISTRICT ROAD D3624: OMUNDAUNGILO TO OMBOLOKA (43 KM) IN THE OHANGWENA REGION

Procurement Reference: W/ONB/RA-01/2026

1. Bids are invited through Limited (National) Competitive Bidding procedures for *THE LABOUR-BASED CONSTRUCTION OF GRAVEL DISTRICT ROAD D3624: OMUNDAUNGILO – OMBOLOKA, IN THE OHANGWENA REGION* and the invitation is open to all **Namibian-owned Civil Engineering Contractors in partnership with SME Contractors** trained under the SME training programme of the Roads Authority.
2. Interested eligible bidders may obtain further information from the address stated at the end of this IFB.
3. **SME Contractors may only tender together with the Main Contractor and they must attach to the tender the proof (certificate) of the successful participation in the Roads Authority's SME Contractor training course or be a SME Contractor for whom the company owner must have a minimum of National Diploma in Civil Engineering (a certified copy must be included in the Bid) and must have experience in concrete works.**
4. **Main and SME Contractors who are currently executing Roads Authority's labour-based or labour-intensive road projects cannot tender on this project.**

5. The bidders are made aware of that the following additional information pertaining to the tender is included in the bid document of the Main Contractor:

- a) Section V - Eligibility Criteria in KfW-financed Procurement
- b) Section VI - KfW Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility
- c) Section VII(3) - Project Specifications
- d) Section VII(4) - Road Ordinances (Extracts)
- e) Section VII(7) – Book of Drawings
- f) Section VII(6) - HIV and AIDS Awareness Programme
- g) Section VIII - General Conditions of Contract
- h) Section IX - Particular Conditions of Contract

6. A complete set of Bidding Documents in English may be purchased by interested bidders upon payment of a non-refundable fee of **NS\$ 600.00 (Main Contractors)/Free (SME Contractors)**. The receipt must be produced when the tender documents are collected at the office of the Procurement Management Unit (PMU) on the 4th Floor of the Roads Authority Head Office Building during following hours (**Monday to Friday 08h30-13h00 and 14h30-16h00**).

7. The **deadline for the purchase** of the Bid Documents is:

Date: Thursday, 02 July 2026

All prospective Bidders must have purchased their Bid Document before the deadline and no purchase of Bid Documents will be allowed after this date.

8. **“The pre-bid meeting and site inspection are COMPULSORY for all main contractors and SME contractors**

This compulsory pre-bid meeting will take place as follows:

Date: Wednesday, 03 June 2026 at 10h00 am,

Place: T-Junction of D3624 and D3611 (Omaudano Village)”

9. Bids of the Main Contractor together with their SME Partners, must be delivered as one Bid to the Tender Box on the Ground Floor of the Head Office of the Roads Authority, Corner of Mandume Ndemufayo Avenue and David Hosea Merero Streets, Windhoek, in accordance with the ITB on or before:

Tender Closing Date: Thursday, 02 July 2026

Tender Closing Time: 11h00 am (local time).

10. Electronic bidding will **not** be permitted.
11. Late bids will be rejected.
12. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at Roads Authority Head Office, Corner of Mandume Ndemufayo Avenue and David Hosea Meroro Streets, Windhoek., Main Board Room: 4th Floor after the closing time on **Thursday, 02 July 2026 at 11h05**
13. The address(es) referred to above is(are):

Head Office

Roads Authority

Crn of Mandume Ndemufayo Avenue and David Hosea Meroro Road

Windhoek

Attention: Mr. Lucky Goreseb or Mrs. Julia Akwaanyenga

E-Mail: goresebl@ra.org.na itanaj@ra.org.na

Tel: +26461 284 7088 +264 61 284 7183

PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Public Entity as defined¹ in Section II “Bidding Data Sheet” (**BDS**) also referred to herein as Employer invites bids for the construction of Works, as **described in the BDS** and Section VII, “Special Conditions of Contract” (SCC).
- The name and identification number of the Contract are **provided in the BDS and the SCC**.
- 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Period **specified in the BDS**.
- 1.3 Throughout these bidding documents, the terms:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “day” means calendar day unless otherwise stated; and
- 2. Source of Fund**
- 2.1 The Works shall be financed by the Public Entity’s own budgetary allocation, **unless otherwise stated in the BDS**.
- 3. Public Entities Related to Bidding Documents & to application for review**
- 3.1 The public entities related to these bidding documents are the Public Entity, acting as procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)
- The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**
- 4. Fraud and Corruption**
- 4.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in

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

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.mfpe.gov.na/procurement-policy-unit

5. Eligible Bidders

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

- 5.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.
- 5.3 (a) A bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified
- (b) Bids from contractors appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- 5.4 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

6. Qualifications of Bidders

- 6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 6.2 Bidders shall include the information and documents listed hereunder with their bids, unless otherwise **stated in the BDS**. The non-submission of the documents by the Bidder within the prescribed period may lead to the rejection of its bid.
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business, ownership and owner's ID's of the Bidder;
 - (b) total monetary value of construction works performed for each of the last eight years;
 - (c) experience in works of a similar nature and size for each of the last eight 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 eight 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 eight years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards;
 - (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

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

B. Contents of Bidding Document

7. Sections of Bidding Document

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

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

- 7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

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.

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

C. Preparation of Bids

- 11. Cost of Bidding**
- 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.
- 12. Language of Bid**
- 12.1 The Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and the Employer shall be in English Language.
- 13. Documents Comprising the Bid**
- 13.1 The Bid shall comprise the following:
- (a) Bid submission Form (in the format indicated in Section IV);
 - (b) Qualification information and documentary evidence establishing the Bidder’s qualifications to perform the contract;
 - (c) completed Bill of Quantities / Activity Schedule;

(d) the following documentary evidence is required

1. have a valid company Registration Certificate;
2. have an original valid good Standing Tax Certificate;
3. have an original valid good Standing Social Security Certificate;
4. have a valid certified copy of Affirmative Action Compliance Certificate, proof from 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 sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

(e) *[insert any other additional eligibility criteria]*

- | | |
|--|---|
| 14. Bid Submission Form and Schedules | 14.1 The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms, if so provided. |
| 15. Alternative Proposal | 15.1 Alternative Technical Proposals and completion dates if allowed shall be indicated in Section V- Specifications. The evaluation methodologies for their consideration shall be given in Section III. |
| 16. Bid Prices and Discounts | <p>16.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities³ submitted by the Bidder.</p> <p>16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities.⁴ Items for which no rate or price is entered by Bidders, shall not be paid for by the Public Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.</p> <p>16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14</p> |

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

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

days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.⁵

16.4 The price to be quoted in the Bid Submission Form shall be the total price of bid after any discount offered.

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

17. Currencies of Bid and Payment

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

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

18. Documents Comprising the Technical Proposal

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

19. Period of Validity of Bids

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

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

20. Bid Security/Bid Securing Declaration

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

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

20.3 Any bid not accompanied by an enforceable and substantially compliant Bid Security or a subscription to a Bid Securing Declaration in the Bid Submission Form, if required in 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

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

Section III or the Bid Suring Declaration contained as Appendix to the Bid Submission Form.

21. Format and Signing of Bid

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

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

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

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

(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 15, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2.

22.2 The inner and outer envelopes shall:

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal,

25.1 No bid may be withdrawn, substituted, or modified in the

**Substitution, and
Modification of
Bids**

interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid submission Form or any extension thereof.

26. Bid Opening

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

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

E. Evaluation and Comparison of Bids**27. Confidentiality**

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

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

**28. Clarification of
Bids**

28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

**29. Determination of
Responsiveness**

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB13.

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

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

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction

of the material deviation, reservation, or omission.

- 30. Nonconformities, Errors, and Omissions** 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformity in the bid, request that the Bidder submit the necessary information or documentation, to rectify nonmaterial nonconformities in the bid related to documentation requirements but not related to any aspect of the price of the bid; and shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.
- 31. Correction of Arithmetical Errors** 31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32. Margin of Preference** 32.1 **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 discount offered in the Bid Submission Form, is specified in Section III (Evaluation and Qualification Criteria).
- 33.4 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates or if any item in the Priced Activity Schedule is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may after clarification require the Bidder to produce detailed price analysis for any or all items that the amount of the performance security be increased at the expense of the Bidder.
- 34. Comparison of Bids** 34.1 The Employer shall compare all substantially responsive bids in accordance with ITB 33 to determine the lowest evaluated bid.
- 35. Qualification of the Bidder** 35.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated substantially responsive bid meets the qualifying criteria.
- 36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

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

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

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

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

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

39. Signing of Contract

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

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

40. Performance Security

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

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

41. Advance Payment and Security

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

42. Plant and Materials on site

42.1 Unless otherwise **specified in 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.

Section II. Bidding Data Sheet (BDS)

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

A. General	
ITB 1.1	<p>The Public Entity is:</p> <p style="text-align: center;">ROADS AUTHORITY</p> <p>The Works are:</p> <p style="text-align: center;">THE LABOUR-BASED CONSTRUCTION OF GRAVEL DISTRICT ROAD D3624: OMUNDAUNGILO TO OMBOLOKA</p> <p>The name and identification of the Contract are</p> <p style="text-align: center;">Procurement Ref. No.: W/ONB/RA-01/2026</p> <p>The Project is:</p> <p style="text-align: center;">The Labour-based Construction of Gravel District Road D3624: Omundaungilo to Omboloka (43 km) in Ohangwena Region</p>
ITB 1.2	The Intended Completion period is 548 calendar days (18 months, including Christmas breaks) from start date.
ITB 2.1	<p>The project is funded by the Government of the Republic of Namibia.</p> <p>However, the Employer has applied for or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the ITB. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this bidding process.</p>
ITB 4.2	<p>Add the following at the end of this Sub-Clause:</p> <p>“KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI , KfW Policy - Corrupt and Fraudulent Practices – Social and Environmental Responsibility.”</p>
New ITB 4.4	<p>Add the following new Sub-Clause:</p> <p>“4.4: In further pursuance of the KfW Policy - Corrupt and Fraudulent Practices – Social and Environmental Responsibility, Bidders shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the submission of the bid submission, and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.”</p>

New ITB 5.2 (h)	Add the following new Sub-Clause 5.2 (h): “5.2 (h): Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the KfW throughout the procurement process and execution of the contract.”
New ITB 5.2 (i)	Add the following new Sub-Clause: “5.2 (i): A Bidder shall not be under suspension from bidding by the Employer as the result of the exclusion of a Bid–Securing Declaration.”
ITB 5.3	A list of firms debarred from participating in Public Procurement in Namibia is available at: http://www.mfpe.gov.na/procurement-policy-unit A list of firms debarred by World Bank is available at: http://www.worldbank.org/debarr
New ITB 5.5	Add the following new Sub-Clause: “5.5: The KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.”
New ITB 5.6	Add the following new Sub-Clause: “5.6: A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as specified in ITB 6 or as the Employer shall reasonably request.”
New ITB 5.7	Add the following new Sub-Clause: “5.7: The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.”
ITB 6.1	The requirements of this section is limited to a preliminary construction programme.
ITB 6.2	The information required from bidders in ITB Sub-Clause 6.2 is modified as follows:
ITB 6.3 (a)	The Main Contractor and Emerging Contractor must have a minimum average annual construction turnover of 25 million and N\$ 10 million respectively over the last 5 years.
ITB 6.3 (b)	The number of Works is: two (2) Experience as “Main Contractor” in the construction of a minimum number (above) of <u>Labour-based Works</u> of a “similar nature” equivalent to the

	Works over the period of 8 years
ITB 6.3 (c)	<p>The essential equipment (minimum) to be made available for the Contract by the successful Bidder shall be:</p> <p>(i) <u>Main Contractor:</u></p> <ul style="list-style-type: none"> • 1x 24 Ton Excavator • 1x Loader equivalent to CAT 966 • 1x Bulldozer equivalent to CAT D7 • 3x 10m³ Tipper Truck • 3x 10m³ Articulated Dump Truck (ADT) (for sandy areas) • 2x Grader equivalent to CAT 140 K • 2x 16m³ Water Truck • 1x 16m³ Articulated Water Truck (for sandy areas) • 2x 11 Ton Vibrator Roller
ITB 6.3 (d)	<p>Minimum Requirement (staff and experience as per Section VII, Clause 4.2):</p> <p>The essential positions for the Main Contractor are as follows:</p> <ul style="list-style-type: none"> • Contract Manager • Site Agent • Site Clerk • Foreman • Road Supervisor • Concrete Supervisor • ESHS Officer <p>The essential positions for the Emerging Contractor are as follows:</p> <ul style="list-style-type: none"> • Contract Manager • Site Agent • Site Clerk • Foreman • Road / Concrete Supervisor • ESHS Officer
ITB 6.3 (e)	The minimum amount of liquid assets (cash in the bank, written arrangements with a commercial bank or DBN, credit facilities, etc.) net of other contractual commitments of the successful Bidder shall be at least N\$ 15 million.
B. Bidding Documents	
ITB 7.1	<p>Replace this Sub-Clause with the following:</p> <p>“The Bidding Document consists of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with</p>

	<p>ITB 10.</p> <p>PART 1: Bidding Procedures</p> <ul style="list-style-type: none"> • Section I - Instructions to Bidders (ITB) • Section II - Bidding Data Sheet • Section III - Evaluation and Qualification Criteria • Section IV - Bidding Forms • Section V - Eligibility Criteria • Section VI – KfW Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility <p>PART 2: Employer’s Requirements</p> <ul style="list-style-type: none"> • Section VII - Employer’s Requirements <p>PART 3: Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VIII - General Conditions of Contract • Section IX - Particular Conditions of Contract • Section X - Contract Forms”
<p>ITB 7.2</p>	<p>Add the following at the end of this Sub-Clause:</p> <p>“The Bid Documents are available from the date specified in the Invitation to Bid.</p> <p>A complete set of Bidding Documents in English may be purchased by interested bidders upon payment of a non-refundable fee of N\$ 600.00 (Main Contractors)/Free (SME Contractors). The receipt must be produced when the tender documents are collected at the office of the Manager: Procurement & Tender Compliance at the 4st Floor of the Roads Authority Head Office Building during following hours (Monday to Friday 08h30-13h00 and 14h30-17h00).</p> <p>The deadline for the purchase of the Bid Documents is:</p> <p>Date: Thursday, 02 July 2026</p> <p>All prospective Bidders must have purchased their Bid Document before the deadline and no purchase of Bid Documents will be allowed after the date stated in this Sub-Clause.</p>
<p>New ITB 7.3</p>	<p>Add the following new Sub-Clause:</p> <p>“Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, minutes of the pre-Bid meeting (if any), or Addenda in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.”</p>
<p>New ITB 7.4</p>	<p>Add the following new Sub-Clause:</p> <p>“The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents”</p>
<p>ITB 8.1</p>	<p>The Public Entity’s address for clarification is:</p> <p>Head Office Roads Authority of Namibia</p>

	<p>Crn of Mandume Ndemufayo Avenue and David Hosea Meroro Road Windhoek</p> <p>Attention: Mr. Lucky Goreseb or Ms. Julia Akwaanyenga E-Mail: goresebl@ra.org.na or itanaj@ra.org.na</p> <p>Tel: +264 61 284 7088 +264 61 284 7183</p>
ITB 8.1	<p>Replace the last sentence of this Sub-Clause with the following:</p> <p>“The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 7.3, including a description of the inquiry but without identifying its source.</p> <p>Should the Employer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 10 and ITB 23.1.”</p>
ITB 9.2	<p>Replace the last sentence of this Sub-Clause with the following:</p> <p>“The pre-bid meeting and site inspection are COMPULSORY for all main contractors and Emerging and SME contractors</p> <p>This compulsory pre-bid meeting will take place as follows:</p> <p>Date: Wednesday, 03 June 2026 at 10h00 am,</p> <p>Place: T-Junction of D3624 and D3611 (Omaudano Village)”</p>
New ITB 10.2	<p>Add the following new Sub-Clause:</p> <p>“10.2: Any Addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 7.3.”</p>
C. Preparation of Bids	
ITB 13	<p>Replace this Clause with the following:</p> <p>“13.1: The Bid shall comprise the following (where relevant the applicable forms are provided in Section IV) :</p> <ul style="list-style-type: none"> (a) Bid Submission Form, in accordance with ITB 14, and the Summary of Offer Form; (b) Qualification information and documentary evidence establishing the Bidder’s qualifications to perform the contract; (c) Completed schedules as required, including Bill of Quantities; (d) Alternative Bids, if permissible in accordance with ITB 15; (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2 and ITB 21.3;

	<p>(f) Declaration of Undertaking duly signed, in accordance with ITB 14;</p> <p>(g) Undertaking from <u>Namibian Bank</u> that the Surety (Performance Guarantee) in the required amount and format will be provided (cp. also ITB 40.1);</p> <p>(h) Bid Securing Declaration, in accordance with ITB 20.1 and ITB 20.3;</p> <p>(i) All Addenda (Notices to Tenderers) as received from the Public Entity (Road Authority). It is the Bidders responsibility to follow up with the Public Entity and ensure that all Notices that may have been issued have been received, before the submission of the Bid, and have been considered in the preparation of the Bid;</p> <p>(j) A certified copy of the applicable certificate, which confirms all SME Contractors' successful completion of the SME Contractor's course must be included in the Bid, additionally, SME Contractor's must have experience in concrete works (for SME bidding for concrete works) <u>OR</u></p> <p>Company owner must have a minimum of National Diploma in Civil Engineering (a certified copy must be included in the Bid) and must have experience in concrete works;</p> <p>(k) The following certified copies also allowed for additional documentary evidence is required:</p> <ol style="list-style-type: none"> 1. a certified copy of a valid Company Registration Certificate; 2. an original valid Good Standing Tax Certificates (VAT & Income Tax); 3. an original valid Good Standing Social Security Certificate; 4. a certified copy of a valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; 5. a certified copy of Certificate indicating SME Status from Ministry of Industrialisation and Trade (for Bids reserved for SMEs); 6. An undertaking in terms of the Labour Act 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 (cp. Section IV: Bidding Forms); 7. A certified copy of the BIPA Certificate of Good Standing; <p>13.2 In addition to the requirements under ITB 13.1, bids submitted by a JV of Main Contractors shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.</p>
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	13.3 The Bidder shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.”
ITB 14.1	Replace this Sub-Clause with the following: <p>“The Bid Submission Form, the Summary of Offer Form, the Declaration of Undertaking, the Bidding Forms and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The Bid Submission Form and the Declaration of Undertaking must be completed without any alterations to the text, and no substitutes shall be accepted, except as provided under ITB 21.4. All blank spaces shall be filled in with the information requested.”</p>
ITB 15.1	Alternative Proposals are not permitted.
ITB 17.1	The Contract is subject to price adjustment, in accordance with GCC Clause 45.
ITB 17.2	Interim Payment for Plant is not applicable Interim Payment for Material on Site is applicable. 80% (maximum) advance payment on material cost (confirmed by supporting documentation) for Materials delivered to Site and intended for but not yet included into the Works is applicable.
ITB 19.1	The Bid shall be valid for 180 calendar days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	With reference to the Urgent Notice issued by the Ministry of Finance (Office of the Minister) dated 14 March 2018, this Bid shall be exempt from the requirements under regulation 37(1)(a) of the Public Procurement Regulations. In Terms of Section 4(2) of the Public Procurement Act, 2015, exemption was granted to deviate from the application of regulation 37(1)(a) (bid security – bank guarantee) Therefore: a) No Bid Security is required; b) The Bid must include a subscription to a Bid Securing Declaration, in accordance with Section IV: Bidding Forms.
ITB 21.1	In addition to the original of the Bid submitted to the Employer, one (1) copy of the Bid shall be submitted as an electronic scanned copy (PDF format) on a USB Flash drive.
ITB 21.2	Add the following at the end of this Sub-Clause: <p>“This authorization shall be attached to the Bid and shall be a written confirmation of authorization to sign on behalf of the Bidder shall consist of: A power of attorney established in the name of the signatory of the bid A sample form is provided in section IV); if the Bidder is a JV, the power of attorney shall be issued by the Lead</p>

	<p>Member of the JV.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.</p> <p>If the person signing on behalf of the Bidder is the owner, member, or director of the Bidder, if the Bidder is a single entity, or of the Bidder's Lead Member, when the Bidder is a JV, as demonstrated in the Bidder's Application, then no authorization shall be required."</p>
New ITB 21.3	<p>Add the following new Sub-Clause:</p> <p>"21.3: In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p> <p>If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, then the Bid shall be signed by every member of the proposed JV."</p>
New ITB 21.4	<p>Add the following new Sub-Clause:</p> <p>"21.4: Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid."</p>
D. Submission and Opening of Bids	
ITB 22.1	<p>Delete the first sentence of this Sub-Clause and replace with the following:</p> <p>"Bidders may always submit their Bids by courier or by hand, submissions by e-mail are not allowed."</p>
ITB 23.1	<p>The deadline for submission of Bids shall be:</p> <p>Date: Thursday, 02 July 2026</p> <p>Time: 11h00 am (local time)</p>
ITB 23.1	<p>The Employer's address for the purpose of Bid submission is:</p> <p>Address: Head Office Roads Authority Cnr of Mandume Ndemufayo Avenue and David Hosea Meroro Road Windhoek</p> <p>When delivered by hand, Bids must be deposited in the Bid Box, on the Ground Floor, Roads Authority Head Office, Corner of Mandume Ndemufayo Avenue and David Hosea Meroro Road, Windhoek, before the closing date & time.</p>
ITB 26.1	<p>Delete this Sub-Clause and replace with the following:</p> <p>"The Employer shall publicly open and read out in accordance with ITB 26</p>

	<p>all bids received by the deadline (regardless of the number of bids received), at the date, time and place specified in the BDS, in public and in the presence of Bidders' designated representatives who choose to attend."</p> <p>The bid opening shall take place at:</p> <p>Head Office Roads Authority of Namibia Cnr of Mandume Ndemufayo Avenue and David Hosea Meroro Road Windhoek</p> <p>Floor: 4th Floor Room: Main Board Room</p> <p>Tender Closing Date: Thursday, 02 July 2026</p> <p>Tender Opening Time: 11h05 am (local time)</p>
ITB 26.2	<p>Delete this Sub-Clause and replace with the following:</p> <p>"All envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract), if applicable, including any discounts and alternative bids; the presence or absence of a bid securing declaration, signed Bid Submission Form, Power of Attorney, nominating the Bidder's authorized representative, Declaration of Undertaking, and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Bid Submission Form and the Summary Page of the Schedule of Quantities are to be initialed by a minimum of three representatives of the Employer attending bid opening. At bid opening, the Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 24.1)."</p>
New ITB 26.3	<p>Add the following new Sub-Clause:</p> <p>"26.3: The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid securing declaration, signed Letter of Bid, Power of Attorney, nominating the Bidder's authorized representative, and Declaration of Undertaking. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders."</p>
E. Evaluation and Comparison of Bids	
New ITB 28.2	<p>Add the following new Sub-Clause:</p> <p>"28.2: If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected."</p>
ITB 29.2	<p>Add the following at the end of this Sub-Clause:</p>

	<p>“During the evaluation of bids, the following definitions apply:</p> <p>(a) “Deviation” is a departure from the requirements specified in the Bidding Documents;</p> <p>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</p> <p>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.</p> <p>A material deviation, reservation, or omission is one that,</p> <p>(a) If accepted, would:</p> <p style="padding-left: 40px;">(i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p style="padding-left: 40px;">(ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or</p> <p>(b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.”</p>																						
ITB 29.3	In this Sub-Clause delete “Section V (Employer’s Requirements)” and replace with “Section VII (Employer’s Requirements)”																						
ITB 29.4	<p>Add the following at the end of this Sub-Clause: “A Bid shall be considered as substantially responsive, if the following documents are submitted:</p> <table border="1" data-bbox="408 1160 1347 1973"> <tr> <td colspan="2" data-bbox="408 1160 1347 1216">MAIN CONTRACTOR Responsiveness criteria:</td> </tr> <tr> <td data-bbox="408 1216 469 1272">1.</td> <td data-bbox="469 1216 1347 1272">Bid Submission Form, incl. Summary of Offer Form (ITB 13.1(a))</td> </tr> <tr> <td data-bbox="408 1272 469 1328">2.</td> <td data-bbox="469 1272 1347 1328">Completed Schedule of Quantities (ITB 13.1(c), ITB 14 and ITB 16)</td> </tr> <tr> <td data-bbox="408 1328 469 1417">3.</td> <td data-bbox="469 1328 1347 1417">Written confirmation authorizing the signatory of the Bid to commit the Bidder (ITB 13.1(e), ITB 21.2 and ITB 21.3)</td> </tr> <tr> <td data-bbox="408 1417 469 1473">4.</td> <td data-bbox="469 1417 1347 1473">Declaration of Undertaking (ITB 13.1(f) and ITB 14)</td> </tr> <tr> <td data-bbox="408 1473 469 1563">5.</td> <td data-bbox="469 1473 1347 1563">Letter of Undertaking from a Namibian Bank to provide the required Surety (ITB 13.1(g), cp. also ITB 40.1)</td> </tr> <tr> <td data-bbox="408 1563 469 1619">6.</td> <td data-bbox="469 1563 1347 1619">Bid Securing Declaration (ITB 13.1(h), ITB 20.1 and ITB 20.3)</td> </tr> <tr> <td data-bbox="408 1619 469 1776">7.</td> <td data-bbox="469 1619 1347 1776">If the Applicant is a Joint Venture of Main Contractors, either proof of the existing Joint Venture Agreement or a letter of intent to form a Joint Venture together with the proposed Agreement (ITB 13.2 and ITB 21.1)”</td> </tr> <tr> <td data-bbox="408 1776 469 1910">8</td> <td data-bbox="469 1776 1347 1910">The applicant must submit proof of successful completion of two (2) labour-based gravel road construction projects completed within the last eight (8) years.</td> </tr> <tr> <td data-bbox="408 1910 469 1973">9</td> <td data-bbox="469 1910 1347 1973">Eligible Bidders as described in ITB/BDS 5</td> </tr> <tr> <td data-bbox="408 1973 1347 2018"></td> <td data-bbox="408 1973 1347 2018"></td> </tr> </table>	MAIN CONTRACTOR Responsiveness criteria:		1.	Bid Submission Form, incl. Summary of Offer Form (ITB 13.1(a))	2.	Completed Schedule of Quantities (ITB 13.1(c), ITB 14 and ITB 16)	3.	Written confirmation authorizing the signatory of the Bid to commit the Bidder (ITB 13.1(e), ITB 21.2 and ITB 21.3)	4.	Declaration of Undertaking (ITB 13.1(f) and ITB 14)	5.	Letter of Undertaking from a Namibian Bank to provide the required Surety (ITB 13.1(g), cp. also ITB 40.1)	6.	Bid Securing Declaration (ITB 13.1(h), ITB 20.1 and ITB 20.3)	7.	If the Applicant is a Joint Venture of Main Contractors, either proof of the existing Joint Venture Agreement or a letter of intent to form a Joint Venture together with the proposed Agreement (ITB 13.2 and ITB 21.1)”	8	The applicant must submit proof of successful completion of two (2) labour-based gravel road construction projects completed within the last eight (8) years.	9	Eligible Bidders as described in ITB/BDS 5		
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	SME CONTRACTOR Responsiveness criteria (for each individual SME):
1.	Bid Submission Form (ITB 13.1(a))
2.	Completed Schedule of Quantities (ITB 13.1(c), ITB 14 and ITB 16)
3.	Written confirmation authorizing the signatory of the Bid to commit the Bidder (ITB 13.1(e), ITB 21.2 and ITB 21.3)
4.	Declaration of Undertaking (ITB 13.1(f) and ITB 14)
5.	A certified copy of the applicable certificate confirming successful completion of the SME Contractor's Course must be included in the Bid. This requirement applies to all SME Contractors and their owners. Additionally, SME Contractors bidding for concrete works must demonstrate relevant experience in concrete works. <u>OR</u> Company owner must have a minimum of National Diploma in Civil Engineering (a certified copy must be included in the Bid) and must have experience in concrete works; (ITB 13.1(k))
6.	Check if new-comer SME Contractor is included in line with ITB 32.1
7.	Eligible Bidders as described in ITB/BDS 5
ITB 32.1	<p>A margin of preference shall apply.</p> <p>As per the Government Gazette No. 8020 issued on the 31st January 2023 by the Minister of Finance: Government Notice No. 13: <u>Code of Good Practice</u> on preferences referred to in Section 71 and 72 of the Public Procurement Act, 2015 (Act No. 15 of 2015).</p> <p>Extracts of these are highlighted hereunder:</p> <p>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.</p> <p>Section 71</p> <p>(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.</p> <p>(2) (b) The Board or public entity -</p>

	<p>When evaluating and comparing bids, must give preference and the weights prescribed under Section 70 to the benefit of bidders for -</p> <p>(ii) Works and services provided by Namibian citizens,</p> <p>CODE OF GOOD PRACTICE</p> <p>AIMS OF CODE</p> <p>1. This code of good practice aims to –</p> <p>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;</p> <p>b) Grant exclusive preferences to categories of local suppliers through reservation of certain procurement of goods, works and services;</p> <p>c) To grant national preference to Namibian suppliers;</p> <p>d) Specify the –</p> <p>i) categories and eligibility requirements for benefiting from the preferences and reservations under the Act;</p> <p>ii) percentage of margins of preferences under the Act, where applicable;</p> <p>iii) categories reserved for exclusive preferences under the Act;</p> <p>iv) means of measuring the effectiveness of this Code of Good Practice in achieving the aims set out in this paragraph.</p> <p>PART 2</p> <p>CATEGORIES, NATURE OF PROCUREMENT AND AMOUNTS FOR EXCLUSIVE PREFERENCE</p> <p>4. Categories of local suppliers for exclusive preferences</p> <p>For purposes of achieving the objectives of the Government contemplated in section 2(b) and Section 72(1) of the Act, the Board or public entities must give exclusive preference when procuring goods, works and services referred to in paragraph 6 and when evaluating bids within the amounts referred in paragraph 5 to all of the following categories of <u>local suppliers</u>:</p> <p>a) manufacturers;</p>
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- b) micro, small and medium enterprises;
- c) previously disadvantaged persons;
- d) women owned enterprise;
- e) youth owned enterprises;
- f) suppliers promoting the environmental protection; and
- g) suppliers providing employment to Namibians.

5. Categories of procurement

(1) The margins of preference and reservation for exclusive preferential procurement specified in this Code of Good Practice are applicable to categories of procurement within the following threshold:

- (a) works not exceeding N\$30 million;

6. 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 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.
Suppliers providing environment protection	A bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document.
Suppliers providing employment to Namibians	A bidder who employs 50% or more Namibian citizens.

Annexure 6

CATEGORY OF BIDDER	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE
MSME	1 percent	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
Women	1 percent	- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
Youth	2 percent	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the

		percentage of Namibian youth ownership
PDP owned enterprise	2 percent	-IDs of all shareholders - 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	

And only well-established 100% owned companies to citizens of Namibia may submit a bid in partnership with Namibian Emerging and SME Contractors;

A certified copy of the applicable certificate, which confirms all Emerging Contractors' successful completion of the Emerging Contractor's course must be included in the Bid.

A certified copy of the applicable certificate, which confirms all SME Contractors' successful completion of the SME Contractor's course must be included in the Bid, additionally, SME Contractor's must have experience in concrete works (for SME bidding for concrete works) OR

A certified copy of the applicable certificate confirming successful completion of the SME Contractor's Course must be included in the Bid. This requirement applies to all SME Contractors and their owners. Additionally, SME Contractors bidding for concrete works must demonstrate relevant experience in concrete works.

Company owner must have a minimum of National Diploma in Civil Engineering (a certified copy must be included in the Bid) and must have experience in concrete works;

The Concrete works SME for Schedule B1, must be an SME Contractor with experience in Concrete Works.

The Earthworks SME for Schedule A1 must be an experienced SME.
The Earthworks SMEs for Schedule A2 and A3 must be newcomer SMEs.

Newcomer SME Contractor

“Newcomer SME Contractor” means an SME company whose owner(s), member(s), or shareholder with a minimum of 51% shareholding (s):

1. Hold either:
 - (a) a valid SME/Emerging Contractor training certificate, or
 - (b) a minimum qualification of a National Diploma in Civil Engineering; and
2. Have never previously participated, whether directly or indirectly, in any labour-based or labour-intensive road construction project implemented by the Roads Authority.

For the purposes of this definition, “participated” includes involvement in any Roads Authority labour-based or labour-intensive road construction project in any of the following capacities:

- as a main contractor;
- as an SME subcontractor;
- as a joint venture (JV) partner;
- as an Emerging Contractor under any Roads Authority programme;
- as an owner, member, or shareholder of a company that previously participated in such a project at the time the project was undertaken; or
- as a holder of an SME/Emerging Contractor training certificate that was used to qualify a contractor for participation in any previous Roads Authority project.

For the avoidance of doubt, any SME company whose owner(s), member(s), or shareholder(s) have previously participated in a Roads Authority labour-based or labour-intensive road construction project in any of the capacities listed above shall not qualify as a “Newcomer SME Contractor.”

Experienced SME Contractor

“Experienced SME Contractor” means an SME company whose owner(s), member(s), or shareholder(s) with minimum 51% shareholder have previously participated, whether directly or indirectly, in a labour-based or labour-intensive road construction project implemented by the Roads Authority.

For the purposes of this definition, “participated” includes involvement in any Roads Authority labour-based or labour-intensive road construction project in any of the following capacities:

- as a main contractor;

	<ul style="list-style-type: none"> • as an SME subcontractor; • as a joint venture (JV) partner; • as an Emerging Contractor under any Roads Authority programme; • as an owner, member, or shareholder of a company that previously participated in such a project at the time the project was undertaken; or • as a holder of an SME/Emerging Contractor training certificate that was used to qualify a contractor for participation in any previous Roads Authority project.
ITB 33.2	<p>Add the following at the end of this Sub-Clause:</p> <p>“Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.”</p>
ITB 33.4	<p>Delete this Sub-Clause and replace with the following:</p> <p>a) <u>Mean of received bids:</u></p> <p>“If the bid, which results in the lowest Evaluated Bid Price, is significantly lower or significantly higher than the mean of the received bids, which are considered for this Evaluation of the Bid Price, or if one or several inconsistencies are evidenced”, the bid shall be declared non-compliant and be rejected.</p> <p>i. The definition of “significantly lower than the mean of the received bids, which are considered for this Evaluation of the Bid Price”, for the purpose of this evaluation, is as follows:</p> <p>Significantly lower than the mean of the received bids, which are considered for this Evaluation of the Bid Price, is an overall joint bid, which is more than 10% lower than the mean of the received bids, which are considered for this Evaluation of the Bid Price, only considering the net construction price, i.e. excluding Provisional Sums for Contingencies and Contract Price Adjustment and VAT.</p> <p>Further, also significantly lower than the mean of the received bids, which are considered for this Evaluation of the Bid Price, is any individual bid within the joint bid of Main Contractor and Emerging and SME Contractors, which contains a bid by the Main Contractor, which is more than 10% lower than the mean of the received bids, which are considered for this Evaluation of the Bid Price, for that portion of the works, or any individual bid by any of the Emerging and SME Contractors is more than 10% lower than the mean of the received bids, which are considered for this Evaluation of the Bid Price, for the respective portion of the works, only considering the net construction price, i.e. excluding Provisional Sums for Contingencies and Contract Price Adjustment and VAT.</p> <p>ii. The definition of “significantly higher than the mean of the</p>

	<p>received bids, which are considered for this Evaluation of the Bid Price”, for the purpose of this evaluation, is as follows:</p> <p>Significantly higher than the mean of the received bids, which are considered for this Evaluation of the Bid Price, is an overall joint bid, which is more than 10% higher than the mean of the received bids, which are considered for this Evaluation of the Bid Price, only considering the net construction price, i.e. excluding Provisional Sums for Contingencies and Contract Price Adjustment and VAT.”</p> <p>b) <u>Mean compared to Employer’s Estimates:</u></p> <p>“If the mean of the received bids, which are considered for this Evaluation of the Bid Price, is 15% or more lower than the Employer’s estimate, then only corrected bid amounts that fall within a range of 15% below or 10% above the Employer’s Estimate excluding Provisional Sums for Contingencies and Contract Price Adjustment and VAT will be adjudicated.</p> <p>c) <u>Imbalanced rates:</u></p> <p>If more than 25% of the submitted rates are significantly imbalanced in relation to the Employer’s Estimated rates, the bid shall be declared non-compliant and be rejected.</p> <p>The definition of “significantly imbalanced in relation to Employer’s Estimated rates”, for the purpose of this evaluation, is as follows:</p> <p>A significantly imbalanced rate falls outside a range of 25% below or above the Employer’s Estimated rate for any given pay item.</p>
ITB 35.1	<p>Add the following at the end of this Sub-Clause:</p> <p>“For the determination, the Employer shall consider the criteria set out in Section III: Evaluation and Qualification Criteria.”</p>
F. Award of Contract	
ITB 40.1	<p>In this Sub-Clause delete “Section VIII (Contract Forms)” and replace with “Section X (Contract Forms)”</p> <p>Add the following at the end of this Sub-Clause:</p> <p>“The Standard Form of Performance Security acceptable to the Public Entity shall be “a Bank Guarantee” issued by a Namibian Bank. The Bank guarantee shall be 5% of the contract price inclusive of provisional sums and contingencies and VAT.”</p>
ITB 41.1	<p>In this Sub-Clause delete “Section VIII” and replace with “Section X (Contract Forms)”</p> <p>There is no advance payment(s) applicable to this Contract.</p>

ITB 42.1	Interim Payment for Material (only) on Site is applicable. 80% (maximum) advance payment on material cost (confirmed by supporting documentation) for Materials delivered to Site and intended for but not yet included into the Works is applicable.
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Section III - Evaluation and Qualification Criteria

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

1. Substantial Responsiveness (ITB 29.4)

As the first step of the evaluation, the Bidders' substantial responsiveness is being established. In accordance with ITB 29.4, a Bid shall be considered as substantially responsive, if the following documents are submitted by **the Main/Emerging Contractor and ALL SME Contractors**:

MAIN CONTRACTOR Responsiveness criteria:	
1.	Bid Submission Form, incl. Summary of Offer Form (ITB 13.1(a))
2.	Completed Schedule of Quantities (ITB 13.1(c), ITB 14 and ITB 16)
3.	Written confirmation authorizing the signatory of the Bid to commit the Bidder (ITB 13.1(e), ITB 21.2 and ITB 21.3)
4.	Declaration of Undertaking (ITB 13.1(f) and ITB 14)
5.	Letter of Undertaking from a Namibian Bank to provide the required Surety (ITB 13.1(g), cp. also ITB 40.1)
6.	Bid Securing Declaration (ITB 13.1(h), ITB 20.1 and ITB 20.3)
7.	If the Applicant is a Joint Venture of Main Contractors, either proof of the existing Joint Venture Agreement or a letter of intent to form a Joint Venture together with the proposed Agreement (ITB 13.2 and ITB 21.1)"
8.	The applicant must submit proof of successful completion of two (2) labour-based gravel road construction projects completed within the last eight (8) years.
9.	Eligible Bidders as described in ITB/BDS 5
SME CONTRACTOR Responsiveness criteria (for each individual SME):	
1.	Bid Submission Form (ITB 13.1(a))
2.	Completed Schedule of Quantities (ITB 13.1(c), ITB 14 and ITB 16)
3.	Written confirmation authorizing the signatory of the Bid to commit the Bidder (ITB 13.1(e), ITB 21.2 and ITB 21.3)
4.	Declaration of Undertaking (ITB 13.1(f) and ITB 14)
5.	A certified copy of the applicable certificate confirming successful completion of the SME Contractor's Course must be included in the Bid. This requirement applies to all SME Contractors and their owners. Additionally, SME Contractors bidding for concrete works must demonstrate relevant experience in concrete works. <u>OR</u> Company owner must have a minimum of National Diploma in Civil Engineering

	(a certified copy must be included in the Bid) and must have experience in concrete works; (ITB 13.1(k))
6.	Check if new-comer SME Contractor is included in line with ITB 32.1
7.	Eligible Bidders as described in ITB/BDS 5

Only Bids being considered substantially responsive in terms of all of the above criteria will be considered further.

2. Evaluation of Bids (ITB 33)

The required Bidder information shall be submitted using the Form: **Qualification Information**, included in Section IV: Bidding Forms, including the documentary evidence to be annexed.

This Form and all its annexures has to be provided by the **Main Contractor/ Emerging Contractor and each individual SME Contractor.**

The Main Contractor/Emerging Contractor as well as each individual SME Contractor must also take note of the requirements of ITB 13.1(k), items 1 to 7: All listed documentary evidence must be provided by each Contractor.

Only well-established **100% Namibian-owned Contractors** may submit a bid **in partnership** with **SME Contractors**; all of the latter must have successfully attended the SME Contractor course organized by the Roads Authority or be a SME Contractor for whom the company owner must have a minimum of National Diploma in Civil Engineering and must have experience in concrete works.

The Experienced Earthworks SME for Schedule A1 and the Experienced / Qualified Concrete SME for Schedule B1 (900x450, 900x600, 900 x 900 and 1800 x 900) must be Contractors fulfilling the of the criteria set out below.

Schedule B1 and A1:

- Experienced SME Contractor” means an SME company whose owner(s), member(s), or shareholder(s) with minimum 51% shareholder have previously participated, whether directly or indirectly, in a labour-based or labour-intensive road construction project implemented by the Roads Authority.

For the purposes of this definition, “participated” includes involvement in any Roads Authority labour-based or labour-intensive road construction project in any of the following capacities:

- as a main contractor;
- as an SME subcontractor;
- as a joint venture (JV) partner;
- as an Emerging Contractor under any Roads Authority programme;

- as a 51% shareholder, an owner, member, or shareholder of a company that previously participated in such a project at the time the project was undertaken; or
- as a **holder of an SME/Emerging Contractor training certificate that was used to qualify a contractor for participation in any previous Roads Authority project.**
- A certified copy of the applicable certificate, which confirms the SME Contractor’s successful completion of the SME Contractor’s course AND evidence of experience in concrete works must be included in the Bid; or
- Company owner must have a minimum of National Diploma in Civil Engineering (a certified copy must be included in the Bid) AND must have experience in concrete works, evidence of both must be included in the Bid.
- A certified copy of the applicable certificate, which confirms the SME Contractor’s successful completion of the SME Contractor’s course AND evidence of experience in labour-based (earthworks or concrete works) works must be included in the Bid;

The Newcomer Earthworks SMEs A2 and A3 must be Contractors fulfilling exactly the criteria set out below:

Schedule A2 and A3 must be a newcomer SME:

- “Newcomer SME Contractor” means an SME company whose owner(s), member(s), or shareholder with a minimum of 51% shareholding (s):
 1. Hold either:
 - (a) a valid SME/Emerging Contractor training certificate, or
 - (b) a minimum qualification of a National Diploma in Civil Engineering; and
 2. Have never previously participated, whether directly or indirectly, in any labour-based or labour-intensive road construction project implemented by the Roads Authority.

For the purposes of this definition, “participated” includes involvement in any Roads Authority labour-based or labour-intensive road construction project in any of the following capacities:

- as a main contractor;
- as an SME subcontractor;
- as a joint venture (JV) partner;
- as an Emerging Contractor under any Roads Authority programme;

- as an owner, member, or shareholder of a company that previously participated in such a project at the time the project was undertaken; or
- as a holder of an SME/Emerging Contractor training certificate that was used to qualify a contractor for participation in any previous Roads Authority project.

For the avoidance of doubt, any SME company whose owner(s), member(s), or shareholder(s) have previously participated in a Roads Authority labour-based or labour-intensive road construction project in any of the capacities listed above shall not qualify as a “Newcomer SME Contractor.”

- A certified copy of the applicable certificate, which confirms the SME Contractor’s successful completion of the SME Contractor’s course must be included in the Bid. The SME company and its owner must not have participated in labour-based projects before.

A Bid not comprising complete financial and technical information with regard to the above criteria, in the Form: Qualification Information and its annexures, or a Bid, for which the submitted information is not substantially responsive (i.e. with material deviation, reservation or omission), shall be rejected.

Evaluation of the Bidders will include an assessment of the Bidder's financial capacity, as well as its technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, in sufficient detail and fully in accordance with the requirements stipulated in **Section VII**: Employer's Requirements and **Section IV**: Bidding Forms, and its annexures.

2 (a) Evaluation of Bid Price

As a **second step**, in terms of ITB 33.2 (b) the substantially responsive Bids are now checked for arithmetical correctness, discounts and non-conformities, which will subsequently be corrected.

The corrected Bids are listed with to the corrected Bid price from the lowest to the highest Bid.

In terms of ITB 33.2 (a), the evaluation shall consider the Bid price in the Bid Submission Form, however, excluding the following items:

- (i) Provisional Sum for Contingencies,
- (ii) Provisional Sum for Contract Price Adjustment,
- (iii) Value Added Tax (VAT).

As a **third step**, the corrected Bids are compared to the Mean of all received bids, which are considered for this Evaluation of the Bid Price as well as the Employer’s estimate excluding the above items, in terms of ITB 33.4.

If the bid, which results in the lowest Evaluated Bid Price, is significantly lower or significantly higher than the Employer’s estimate, or if one or several inconsistencies are evidenced, **the Bid shall be declared non-compliant and be**

rejected as the Bidder is considered either unable to successfully complete the project or the offered price is unaffordably high.

Mean of received bids:

“If the bid, which results in the lowest Evaluated Bid Price, is **significantly lower or significantly higher than the mean of the received bids**, which are considered for this Evaluation of the Bid Price, or if one or several inconsistencies are evidenced, the bid shall be declared non-compliant and be rejected.

- i. The definition of “**significantly lower than the mean of the received bids**, which are considered for this Evaluation of the Bid Price”, for the purpose of this evaluation, is as follows:

Significantly lower than the mean of the received bids, which are considered for this Evaluation of the Bid Price is an **overall joint bid**, which is **more than 10% lower** than the mean of the received bids, which are considered for this Evaluation of the Bid Price, only considering the net construction price, i.e. excluding Provisional Sums for Contingencies and Contract Price Adjustment and VAT.

Further, also significantly lower than the mean of the received bids, which are considered for this Evaluation of the Bid Price, is **any individual bid within the joint bid** of Main Contractor and **Emerging and SME Contractors**, which contains a bid by the **Main Contractor**, which is **more than 10% lower** than the mean of the received bids, which are considered for this Evaluation of the Bid Price, for that portion of the works, or any individual bid by any of the **Emerging / SME Contractors** is **more than 10% lower** than the mean of the received bids, which are considered for this Evaluation of the Bid Price, for the respective portion of the works, only considering the net construction price, i.e. excluding Provisional Sums for Contingencies and Contract Price Adjustment and VAT.

- ii. The definition of “**significantly higher than the mean of the received bids**, which are considered for this Evaluation of the Bid Price”, for the purpose of this evaluation, is as follows:

Significantly higher than the mean of the received bids, which are considered for this Evaluation of the Bid Price, is an **overall joint bid**, which is **more than 10% higher** than the mean of the received bids, which are considered for this Evaluation of the Bid Price, only considering the net construction price, i.e. excluding Provisional Sums for Contingencies and Contract Price Adjustment and VAT.”

Mean compared to Employer’s Estimates:

“If the mean of the received bids, which are considered for this Evaluation of the Bid Price, is **15% lower** than the Employer’s estimate, then only corrected bid amounts that fall **within a range of 15% below or 10% above** the Employer’s Estimate, excluding Provisional Sums for Contingencies and Contract Price Adjustment and VAT will be adjudicated.

Imbalanced rates:

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

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

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

2 (b) Margin of Preference

The following margin of preference shall apply:

As per the Government Gazette No. 8020 issued on the 31st January 2023 by the Minister of Finance: Government Notice No. 13: Code of Good Practice on preferences referred to in Section 71 and 72 of the Public Procurement Act, 2015 (Act No. 15 of 2015).

Extracts of these are highlighted hereunder:

In terms of Section 70(1) of the Public Procurement Act, 2015 (Act No. 15 of 2015), in order to promote the objects of Part 11 of that Act, I give notice of the issuance of the **code of good practice** on preferences referred to in Sections **71** and 72 of that Act set out in the Schedule.

Section 71

(1) The Board or public entity has the right to limit participation in procurement proceedings on the basis of citizenship in accordance with this Part.

(2) (b) The Board or public entity -

When evaluating and comparing bids, must give preference and the weights prescribed under Section 70 to the benefit of bidders for -

(ii) Works and services provided by Namibian citizens,

CODE OF GOOD PRACTICE

AIMS OF CODE

1. This code of good practice aims to –

- a) Promote, facilitate and strengthen measures to implement the empowerment and industrialisation policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for money;
- b) Grant exclusive preferences to categories of 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;
- f) suppliers promoting the environmental protection; and
- g) suppliers providing employment to Namibians.

5. Categories of procurement

(1) The margins of preference and reservation for exclusive preferential procurement specified in this Code of Good Practice are applicable to categories of procurement within the following threshold:

- (a) works not exceeding N\$30 million;

6. 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 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.
Suppliers providing environment protection	A bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document.
Suppliers providing employment to Namibians	A bidder who employs 50% or more Namibian citizens.

Annexure 6

CATEGORY OF BIDDER	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE
MSME	1 percent	-SME registration certificate

		-Declaration indicating the percentage of Namibian MSME Ownership
Women	1 percent	- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
Youth	2 percent	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
PDP owned enterprise	2 percent	-IDs of all shareholders - 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	

2 (c) Evaluation of Qualifying Criteria

The Bid with the lowest corrected Bid price, which is substantially complying, will be evaluated according to the following Specific Evaluation Criteria.

The Employer will evaluate the Bids using pass/fail criteria as outlined below. A Bid will only be considered, **if the Bid has passed ALL criteria.**

Any Bidder not passing all criteria is considered technically unable to successfully perform the Contract and will be disqualified.

A. Financial Resources (Main Contractor):

Cp. information to be provided in Section IV: Bidding Forms - Form: "Qualification Information", Items 1.2, 1.7 and 1.8, incl. attachments.

- (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means, sufficient to meet the construction cash flow requirements estimated as **N\$ 15 million** for the subject contract(s) net of the Applicants other commitments (cp. ITB 6.3(e)).

I.e. the working capital (current assets - lines of credit, cash in the bank, written arrangements with a commercial bank or DBN, etc.) shall be \geq N\$ 15.0 million higher than current liabilities (current assets minus current liabilities \geq N\$ 15.0 million).

- (ii) The Main Contractor's audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to the Employer, for the last **Eight (8) years** shall be submitted and must demonstrate the current soundness of the Bidder's financial standing, based on the following criteria, which shall be met as an average over the last eight (8) years:
 - a) Liquidity ratio ≥ 1.05 ,
i.e. Current Assets / Current Liabilities ≥ 1.05
 - b) Indebtedness ratio ≤ 0.9 ,
i.e. Total Liabilities / Total Assets ≤ 0.9
- (iii) The Bidder shall demonstrate a minimum average annual construction turnover of **N\$ 25 million**, calculated as total certified payments received for contracts in progress and/or completed within the last five (5) years, divided by five years (cp. ITB 6.3(a)).

B. Experience of the Firm (Main Contractor):

Cp. information to be provided in Section IV: Bidding Forms - Form: "Qualification Information", Item 1.3.

- (i) The Bidder shall have experience from a minimum number of **two (2) contracts** involving "similar works" that have been satisfactorily and substantially completed over the last **eight (8) years** (cp. ITB 6.3(b), 8 years calculated as the completion certificate compared to date of issue of the bidding Document).
- (ii) On-going projects may only be considered if practical completion certificate is submitted and date is prior to date of issue of Bid Document.

i.e. at least **one (1)** contract involving “similar works” @ \geq **N\$ 20.0 million** per contract (in case of a JV or other partnership, considering only the Main Contractor’s share);

The following definition of a contract involving “similar works” applies: \geq **10 km of road construction, with at least experience in two (2) projects with the execution of earthworks and gravel layer works as well as concrete works, i.e. cast in-situ concrete culverts;**

- (iii) The Bidder (Main Contractor) shall have experience in the project area, i.e. at least one of the projects considered above shall be in rural areas of Namibia.

C. Relevant Competence of Staff:

Cp. information to be provided in Section IV: Bidding Forms - Form: “Qualification Information”, Item 1.5.

- (i) For specific positions, essential to the contract implementation, the Main Contractor shall provide the names of candidates employed in his company and qualified to meet the requirements of the post, as detailed in Section VII: Employer’s Requirements (cp. also ITB 6.3(d)).

The essential positions for the Main Contractor are as follows:

- Contract Manager
- Site Agent
- Site Clerk
- Foreman
- Road Supervisor
- Concrete Supervisor
- ESHS Officer

The essential positions for the Emerging Contractor are as follows:

- Contract Manager
- Site Agent
- Site Clerk
- Foreman
- Road / Concrete Supervisor
- ESHS Officer

The minimum experience requirements for each position are detailed in **Section VII, 4.2: Employer’s Requirements.**

- (ii) Each of the named staff shall have experience in the project area.
I.e. at least one (1) of the projects they were involved in shall be in rural areas of Namibia.

D. Availability and Sufficiency of Appropriate Equipment:

Cp. information to be provided in Section IV: Bidding Forms - Form: “Qualification Information”, Item 1.4.

(i) Main Contractor: For the successful execution of the Works, the Bidder shall provide sufficient and adequate plant and equipment. The following plant items, which are a minimum requirement, but not sufficient, shall be provided by the Bidder (cp. also ITB 6.3(c)):

- 1x 24 Ton Excavator
- 1x Loader equivalent to CAT 966
- 1x Bulldozer equivalent to CAT D7
- 3x 10m³ Tipper Truck
- 3x 10m³ Articulated Dump Truck (ADT) (for sandy areas)
- 2x Grader equivalent to CAT 140 K
- 2x 16m³ Water Truck
- 1x 16m³ Articulated Water Truck (for sandy areas)
- 2x 11 Ton Vibrator Roller

The plant items shall either be owned by the Bidder (Main Contractor) (with proof of registration) or shall be planned to be purchased or hired. Details with regard to the required proof of the chosen option are detailed in Section IV: Bidding Forms - Form: “Qualification Information”, Item 1.4 and in Section VII: Employer’s Requirements.

Should the Bid with the lowest corrected Bid price, which is substantially complying, not meet all pass/fail criteria, then this Bid will be rejected and the Bid with the next lowest corrected Bid price, which is substantially complying, will be evaluated, until a Bid is passing all criteria, which will subsequently be recommended for the award of the Contract.

2 (d) Multiple Contracts

Pursuant to ITB 33.3, if Works are grouped in multiple contracts, evaluation will be as follows:

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for the lot or the combination of lots as the case may be.

2 (e) Completion Time

Time for Completion of the Works is **900 calendar days (30 months, including Christmas breaks)**.

Time for Completion of the Works for A1&A2&A3 is **540 calendar days (18 months, including Christmas breaks)**.

Time for Completion of the Works for B1 is **450 calendar days (15 months, including Christmas breaks)**.

Alternative Completion Times will **not** be permitted or accepted, with reference to ITB 15.1.

2 (f) Technical Alternatives

Technical alternatives will **not** be permitted or accepted, with reference to ITB 15.1.

2 (g) Adequacy of the Environmental, Social, Health and Safety (ESHS) Methodology

The Bidder does not have to provide an individual ESHS methodology.

The ESHS methodology is prescribed in the ESMP, which forms an integral part of the contract. Adherence to the ESMP by the Contractor and all its personnel, sub-contractors and suppliers is strictly controlled by the Engineer and transgressions will be sanctioned as detailed in the ESMP, which is included in Section VII(5): Employer's Requirements.

Section IV(1) - Bidding Forms SME – A3

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Bid Submission Form – Schedules SME – A3

Date: _____
Bidder’s Reference No.: _____
Procurement Reference No: **W/ONB/RA-01/2026**

To: Chief Executive Officer
Roads Authority
Private Bag 12030
Ausspannplatz
Windhoek

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB), Clause 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
THE LABOUR-BASED CONSTRUCTION OF GRAVEL DISTRICT ROAD D3624: OMUNDAUNGILO - OMBOLOKA
- (c) The total price of our Bid after discounts, if any, offered in item (d) below is:
N\$ _____; in words: _____

_____;
- (d) The discounts offered and the methodology for their application are:
N\$ _____; in words: _____

_____;
- (e) Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security in accordance with the ITB 40;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;

- (i) We are not participating, as a Bidder in more than one bid in this bidding process, in accordance with ITB 5.2(e), other than alternative offers submitted in accordance with ITB 15;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia, in accordance with ITB 5.3;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;¹
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (n) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and
- (o) If awarded the contract, the person named below shall act as Contractor’s Representative:

Name*: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of (Name of the Bidder**): _____

Date: _____

Seal of Company _____

- * Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid, e.g. in the form provided hereafter
- ** In the case of the Bid submitted by a JV specify the name of the JV as Bidder

¹ Use one of the two options as appropriate.

Authority for Signatory

Signatories for companies must establish their authority by attaching to this form a copy of the relevant resolution of the Board of Directors, duly signed and dated. An example is shown below:

By resolution of the Board of Directors at a meeting on (Date)

..... 20 at,

Mr,

whose signature appears below, has been duly authorised to sign all documents in connection with this tender for Contract No: and any contract which may arise therefrom on behalf of (Company Name in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY BY

IN HIS CAPACITY AS

DATE

SIGNATURE OF SIGNATORY

WITNESSES:

1. *Name* *Signature*

2. *Name* *Signature*

COMPANY STAMP

Bid Securing Declaration

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

Date:

**THE LABOUR-BASED CONSTRUCTION OF GRAVEL DISTRICT ROAD
D3624: OMUNDAUNGILO – OMBOLOKA IN THE OHANGWENA REGION**

Procurement Ref No.: W/ONB/RA-01/2026

**To: Chief Executive Officer
Roads Authority of Namibia
Private Bag 12030
Windhoek
NAMIBIA**

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

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

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

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

Signed:

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

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

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

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

..... [insert complete name of Bidder]

Dated on _____ day of _____ 2023

Corporate Seal (where appropriate)

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

*delete if not applicable / appropriate



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYER DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tel No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description:

.....

.....

Anticipated Contract Duration:

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.*

Qualification Information (SME – A3)

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration:

Principal place of business:

Evidence of signatory authorized to sign the bid (if applicable): *[attach]*

1.2 N.A

1.3 The SME Contractor must insert in the spaces provided below, a list of work similar to this Contract which was completed by his firm during the past **eight (8) years**, and similar work at present under construction by his firm. *[Also list details of work under way or committed, including expected completion date(s)]*

Project/Contract name and country	Name of client and contact person	Type of work performed and year of completion	Length of project [km]	Contract value [N\$]
(a)				
(b)				
(c)				
(d)				
(e)				
(f)				
(g)				
(h)				

1.4 Major items of SME Contractor’s Equipment proposed for carrying out the Works. [List all information requested below.]

The SME Contractor must state below what hand tools will be immediately available (a) and/or what plant will be either purchased or hired (b) or shared (c) should he be awarded the Contract.

(a) Hand tools immediately available for this Contract (minimum requirement)

Description	Quantity

(b) Hand tools that will be purchased/hired for the contract if the bid is accepted

HAND TOOLS TO BE PURCHASED		
DESCRIPTION	DELIVERY DATE	QUANTITY
HAND TOOLS TO BE HIRED		
DESCRIPTION	RENTAL COMPANY	QUANTITY

(Statement to give details of delivery/rental arrangements)

It should be noted that it is an explicit requirement that any Plant that will be hired, shall be **hired only on production-basis**.

(c) Hand tools that will be shared with ONE other Contractor for the contract if the bid is accepted

HAND TOOLS TO BE SHARED			
DESCRIPTION	COMPANY TO SHARE WITH	QUANTITY	OWNERSHIP

(Statement to give details of the sharing arrangements, ownership of plant must be attached)

- 1.5 Experience of key **Namibian personnel** of the Emerging / SME Contractor proposed for administration and execution of the Contract. *[Attach biographical data (CV).]*

For specific positions essential to the contract implementation, the SME Contractor shall provide the names of candidates employed in his company

FUNCTION	NAME	YEARS OF EXPERIENCE IN ROAD CONSTRUCTION
MANAGER / OWNER		
SENIOR SUPERVISOR		
SITE CLERK		
EARTHWORKS SUPERVISOR		
Candidate 1		
Candidate 2		

The Emerging / SME Contractor shall provide biographical data (CV's) of the named personnel.

2. Additional Requirements

2.1. TASK VOLUME SCHEDULE

The Emerging / SME Contractor shall complete the “Task Volume Schedule”, reflecting the proposed tasks to be executed by labour for the various activities comprising the labour-based work for this Contract. The purpose of the schedule is to assist in adjudicating the bids and in no way replaces or supersedes any labour returns required in terms of the General Conditions of Contract. Furthermore, the task volume submitted by the Bidder shall be used as basis in disputes to assess the conditions of work.

LABOUR-BASED ACTIVITY	UNIT	TASK VOLUME
Clearing	m ²	
Grubbing	m ²	
Roadbed preparation	m ²	
Excavate to fill from borrow strips (soft)	m ³	
Excavate to fill from borrow strips (intermediate)	m ³	
Loading imported fill	m ³	
Spreading imported fill	m ³	
Remove overburden	m ³	
Loading gravel wearing course	m ³	
Spreading gravel wearing course	m ³	
Finishing side slopes	m ²	
Finishing borrow areas within road reserve	m ²	
Finishing borrow areas outside road reserve	m ²	
Excavation for open drains	m ³	
Excavation for culverts	m ³	
Vertical formwork	m ²	
Horizontal formwork	m ²	
Cutting, bending, placing and fixing of high tensile steel bars	kg	
Cutting, bending, placing and fixing of welded steel fabric	kg	
Placing, compacting and finishing of concrete in floor slabs	m ³	
Placing, compacting and finishing of concrete in walls and deck slabs	m ³	
Backfill to culverts	m ³	
Grouted stone pitching	m ²	

Finishing road and road reserve	m ²	
Manufacturing prefabricated culvert slabs	No	
Placing prefabricated culvert slabs	No	

2.2. CERTIFICATE OF SME CONTRACTOR’S ATTENDANCE AT THE PRE –BID MEETING AND SITE INSPECTION

This is to certify that I,

Representative of (SME Contractor).....

of (address)

.....

.....

Telephone No..... E- mail

Fax No

In the presence of (Engineer and Employer) attend the pre-bid meeting

(Date)

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

SME Contractor Representative
(Signature)

Engineer/ Employer
(Signature)

2.5. LABOUR AND/OR STAFF TO RECEIVE TRAINING UNDER THIS CONTRACT

The SME Contractor shall complete name labourers, artisans, operators and/or staff who will receive training under this contract in order to advance their skills.

NAME	NAMIBIAN ID No	PRESENT SKILL LEVEL	PROPOSED TRAINING

2.6. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Emerging / SME Contractor shall state the estimated value of work to be completed and materials to be supplied every month, based on his preliminary programme and his bided unit rates, in the table below. This shall not include contingencies or contract price adjustment, but shall include the effect of the stipulated retentions on work done and materials supplied.

MONTH	VALUE
1	N\$
2	N\$
3	N\$
4	N\$
5	N\$
6	N\$
7	N\$
8	N\$
9	N\$
10	N\$
11	N\$
12	N\$
13	N\$
14	N\$
15	N\$
16	N\$
17	N\$
18	N\$

*	N\$
TOTAL	N\$

* Release of retention monies

2.7. RISE AND FALL ON SPECIAL ITEMS

Rise and Fall on special items

ITEM	CLAUSE(S) IN GENERAL CONDITIONS OF CONTRACT	STIPULATION
Items or portion of the work concerned:	Price based on which variations shall be determined	Rates or Price for the Base month including transport and all applicable taxes
Task Workers		
Cement		
Steel		
Steel Fabric		
Concrete Stone		
Diesel		

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

2.8 INFORMATION ON SME Contractor

The SME Contractor shall complete the questionnaire below as required. All relevant information must be supplied by the bidder.

2.8.1 Full name, postal and street address of Bidder:

.....

2.8.2 Original/registration/trade license number:

a) Namibian company/contractor/supplier/trader (attach certificate):

Registration No. and date:

Income Tax Registration No.

(attach registration and good standing certificates)

VAT Registration No.

(attach registration and good standing certificates)

Trade licence No.

((attach certificate of good standing with Business Intellectual Property Authority (BIPA))

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

.....

b) Foreign contractor/supplier/trader: **(NOT APPLICABLE)**

Country of registration:

Financial interests held by a Namibian company (if any) details:

.....

2.8.3 a) Social Security Registration Number:

(attach registration and good standing certificates)

b) Employees' Compensation Registration Number:

(attach registration)

2.8.4 Capital Structure:

Total equity capital: N\$

	Amount N\$	Percentage of total capital
Capital owned by Namibians / Namibian Company		

Particulars of business:

2.8.5 Nature of activities

.....

2.8.6 Is it a small-scale industry according to the Ministry of Trade and Industry?

(Yes/No)

If yes, details

2.8.7 Is the bidder located in communal areas/underdeveloped areas notified by the Ministry of

Trade and Industry? (Yes/No)

If yes, details

.....
.....

2.8.8 Particulars of structured training programmes/apprenticeship courses of approved standards for labour/technical staff and managerial cadre/specialized training of women and handicapped persons/other programmes or activities benefiting disadvantaged Namibian citizens/assistance, sponsorship, bursaries, etc., provided to vocational training centres. Attach documentary evidence in support.

.....
.....

2.8.9 Particulars of affirmative action programs/activities undertaken – such as promoting advancement of disadvantaged Namibian citizens: emerging Namibian entrepreneurship; women and handicapped persons; achieving a balanced structure of managerial cadre, etc. Attach documentary evidence in support.

.....
.....

2.8.10 Any workplace with more than 4 persons must be registered in accordance with the Factory Machinery and Building Work Ordinance 1952, at the Directorate of labour and Human Resource Development, contact Telephone No. (061) 212362. Proof of Registration and a copy of the certificate must be attached.

2.8.11 Organizational Strength

Category	Total Number	Number of Namibians	No of formerly disadvantaged	Number of Foreigners
a) Managing Director(s)				
b) Managers				
c) Office Personnel Staff				
d) Technical Supervisors				
e) Skilled Labour				
f) Contract Staff Labour				
g) TOTAL				
h) No. of women				

Building and Erven

Total in square metre

Area used
 Area occupied
 Area built
 Area used for manufacturing/assembling
 Area used for office
 Area used for storage

2.9 CONDITIONS OF BIDDING

1. Main/Emerging Contractor must tender in partnership with SME Contractors
2. SME Contractors can only tender in partnership with Main Contractor, Emerging and SME Contractors who submit an individual tender will not be accepted.
3. SME Contractors who want to tender must have **successfully attended** the SME courses organized by the Roads Authority; or SME Contractors who want to tender; the Company owner must have a minimum of National Diploma in Civil Engineering and must have experience in concrete works.
4. SME Contractors where husband and wife or other family members have successfully attended the SME Contractor courses organized by the Roads Authority can only tender as one single company.
5. Only SME Contractors and experienced SME contractors in concrete works where the company owner have a minimum of National Diploma in Civil Engineering and provide evidence of experience in concrete works, will be eligible for tendering in partnership with Main/ Emerging Contractors.

- 6. The Main Contractor can enter into partnership with maximum of one (1) SME Contractor who has already concrete works experience from previous labour-based road projects, and three (3) Earthworks SME Contractors, of which two (2) must be newcomer SMEs.
- 7. **Main / Emerging / SME Contractors who are currently executing Roads Authority's labour-based or labour-intensive road projects cannot tender on this project.**
- 8. All Contractors shall take note that the following minimum payments to task-workers and supervisors shall be used when bidding:
 - i. Task-worker N\$ 108.90 for completed task
 - ii. Watchman N\$ 116.80 for completed shift
 - iii. Site Clerk N\$ 209.90 for completed day
 - iv. Road/ Concrete Supervisor N\$ 240.80 for completed day
 - v. Foreman N\$ 334.60 for completed day
- 9. The Main Contractor shall take note that the project is described as “labour-based” construction. The emphasis therefore remains on the approach where as much work as possible **must be carried out by task workers** in an effort to create as many temporary job opportunities as possible.
- 10. This document must be signed by the Main Contractor as well as the Emerging / SME Contractors and must be included by each Contractor in the bidding documents.

I,, of the Company

have taken note of the above requirements and included these requirements when pricing the works in my bid.

Signed on this day 20....., at

.....
(Signed by Contractor)

Declaration of Undertaking

SERVICES OFFERED/DECLARATION OF UNDERTAKING

To: Chief Executive Officer Procurement Reference No: **W/ONB/RA-01/2026**
Roads Authority
Private Bag 12030
Ausspannplatz
Windhoek

THE LABOUR-BASED CONSTRUCTION OF GRAVEL DISTRICT ROAD D3624: OMUNDAUNGILO - OMBOLOKA

1. We recognise and accept that KfW only finances projects of the Project Executing Agency (“PEA”)² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1. being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2. convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion

² The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

- 2.3. having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);
 - 2.4. having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5. not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);
-

- 2.6. being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/de-barr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or
 - 2.7. being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1. being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2. having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3. being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4. being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5. in the case of procurement of Works, Plant or Goods:

- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1. neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2. neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3. we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation³ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management

³ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to

- a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____

In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁴: _____

Signature:

Dated:

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Appendix 1 to the Declaration of Undertaking

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

(Place)

.....

(Date)

.....

(Name of the Contractor)

.....

(Signature)

Appendix I to the Declaration of Undertaking

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

(Place)

.....

(Date)

.....

(Name of the person)

.....

(Signature)

Bidder Declaration: SME Contractor Classification

Project Title: _____

Procurement Reference No.: _____

I/We, the undersigned, hereby declare that the bidding entity identified below qualifies under the following contractor classification for the purposes of this tender (tick one):

Newcomer SME Contractor

Experienced SME Contractor

I/We confirm that the information provided in this declaration and in the bid submission is true, complete and accurate.

I/We further confirm that the owners, members and shareholders of the bidding entity have been fully disclosed and that their previous participation, if any, in labour-based or labour-intensive road construction projects implemented by the Roads Authority has been truthfully declared.

I/We understand that any false declaration or misrepresentation may result in disqualification of the bid or cancellation of the award in accordance with the Public Procurement Act and the bidding conditions.

Name of Bidder: _____

Name of Authorised Representative: _____

Capacity/Designation: _____

Signature: _____

Date: _____

Company Stamp (if applicable):

Verification of Ownership and Control

The Roads Authority reserves the right to verify the ownership, membership, shareholding and control structure of any bidding entity participating in this procurement process.

Bidders shall fully disclose the identity of all owners, members and shareholders of the bidding entity. Where applicable, bidders shall provide documentary proof of ownership including company registration documents, shareholding records, and any other documentation reasonably requested by the Roads Authority.

The Roads Authority may verify such ownership and control information through records held by the Business and Intellectual Property Authority (BIPA) or any other relevant authority.

In the event that the Roads Authority determines that a bidder has misrepresented, concealed, or failed to disclose the true ownership, membership, or control structure of the bidding entity, the Roads Authority reserves the right to disqualify the bid, cancel the award if already granted, and take any other action permitted in terms of the Public Procurement Act and applicable bidding conditions.

The submission of a bid shall constitute consent by the bidder for the Roads Authority to conduct such verification.

Section IV(2) – Bill of Quantities (SME -A3)

PREAMBLE TO THE BILL OF QUANTITIES

1. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of measurement at which the Bidder Bids to do the work.
Amount:	The product of the quantity and the rate Bided for an item.
Lump Sum:	An amount Bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere but the quantity of work of which is not measured in any units.
Prime Cost Sum:	A sum included in the Contract and so designated in the Bill of Quantities for covering the prime cost of goods or materials to be supplied under the Contract and for delivery of such items to storage on site. The amount to be paid to the Contractor shall be the actual price paid by him.

2. This preamble and the Bill of Quantities form an integral part of the Contract Documents.
3. The quantities set out in the Bill of Quantities are approximate quantities only. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor.

The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums Bided, subject only to the provisions of the Conditions of Contract, and Subclause LB1209(a) of the Labour-Based Specifications for Construction Work.

4. Rates and lump sums shall be comprehensive in accordance with Subclause LB1209(b) of the Labour-Based Specifications for Construction Work. Full compensation for completing, and maintaining during the maintenance period, all the work shown on the Drawings and specified in the Specifications, and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract and Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.

5. The Bidder shall fill in a rate or a lump sum for each item where provision has been made for it, even where no quantities are given. Items against which no rate or lump sum has been entered in the Bid will not be paid for when the work is executed, as it is assumed that the contractor does not wish to receive payment for any such work.

The Bidder shall fill in a rate against all items where the words "rate only" appears in the amount column.

The provisions of Subclause LB1209(f) of the Labour-Based Specifications for Construction Work shall apply to rate-only items.

The Bidder may not group a number of items together and Bid one rate or lump sum for such group of items. The Bidder may not indicate against any item that full compensation for such item has been included in another item. The Bidder may not Bid a zero rate for any item.

The Bided lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the Contract.

6. The Works as executed will be measured for payment in accordance with the methods described in the Contract Documents under the various Payment Items, notwithstanding any custom to the contrary.

Attention is directed to the provisions of Clause LB1220 of the Labour-Based Specifications for Construction Work regarding the measurement of quantities for payment. Except where otherwise specified as in Clause LB1220, the net measurements or mass of the finished work in place shall be taken for payment, but excluding any volume or mass of work in excess of that ordered.

7. The amount of work or the quantities of material stated in the Bill of Quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.
8. The stating of quantities of material or amounts of work in the Bill of Quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials for or executing work or making arrangements in this regard.
9. The short descriptions of the Payment Items given in the Bill of Quantities are only for the purposes of identifying the items and providing specific details. Reference shall be made, inter alia, to the Drawings, Labour-Based Specifications for Construction Work (2011 Edition), Standard Specifications for Road and Bridge Works for State Authorities (COLTO 1998),

Project Specifications, General Conditions of Contract and Special Conditions for more detailed information regarding the extent of the work entailed under each item.

10. Reference shall be made to the General Conditions of Contract regarding provisional sums.
11. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of quantities:
- ha hectare
 - m metre
 - h hour
 - mm millimetre
 - kg kilogram
 - m² square metre
 - kl kilolitre
 - m².ps square metre-pass
 - km kilometre
 - m³ cubic metre
 - km.ps kilometre-pass
 - m³.km cubic metre-kilometre
 - kN kilonewton
 - mth month
 - kW kilowatt
 - No number
 - l litre
 - % percentage
 - L/sum lump sum
 - PC sum prime cost sum
 - MN meganewton
 - P/sum provisional sum
 - MN.m meganewton-metre
 - t ton of 1000 kg
12. All rates and sums of money quoted in the Bills of Quantities shall be in Namibia Dollars and whole cents. Fractions of a cent shall be discarded.
13. Pay item numbers are listed in the Bill of Quantities. These numbers refer to the corresponding item numbers in the “*Labour-Based Specifications for Construction Work 2011 Edition*” and “*Standard Specifications for Road and Bridge Works for State Authorities (COLTO 1998)*” as applicable. Certain pay item numbers appearing in the Bill of Quantities are prefixed by the letter PS. This letter signifies that either -

- a new pay item not listed in the “*Labour-Based Specifications for Construction Work*” has been described and listed in the Project Specifications, or
- an existing measurement and/or payment clause occurring in the “*Labour-Based Specifications for Construction Work*” has been clarified and/or modified in the Project Specifications.

The listing of pay items with or without a PS or LB prefix where relevant has, as stated, been done to assist Bidders and in no way absolves Bidders from the obligation to familiarise themselves with, and Bid on the basis of the Documents as a whole.

No claim based on errors in or omissions of pay item numbers and/or the prefix PS or LB in the columns headed "PAY ITEM" in the Bill of Quantities will be considered.

14. A pay item number normally consists of two sets of numbers separated by a fullstop. The two or three numbers before the fullstop refer to the first two or three numbers of the relevant Section of the Standard Specification, whereas the two numbers following the fullstop are numbers allocated to pay items in sequence, starting at 01 for each section. Where pay items are listed in the Bill of Quantities with three sets of numbers, e.g. LB34/33.09, it will mean that the appropriate pay item number 09 of Section LB3300 of the Labour-Based Specifications for Construction Work will apply for work done in connection with Section LB3400.
15. The format of items under the "Description" column in this Bill of Quantities has been amended and differs from the format in the “*Labour-Based Specifications for Construction Work*” as follows:

"The roman numbering of sub-clauses has been replaced by a numeric format, for example "(3)" has replaced "(iii)".


In the case of any discrepancies, the Bill of Quantities will take precedence over the Standard Specifications.
16. Where a Pay Item has the unit of measurement equal to % the Bidder must enter the percentage required by him under the "Rate" column, e.g. for 5% enter 5,0 not 0,05%.
17. Five (5) Bills of Quantities have been drawn up –
 - Bill A1 is to be completed by an **experienced SME** Contractor, who is bidding for the labour-based earthworks.
 - Bill A2 and A3 are to be completed only by a **newcomer SME** Contractor, who is bidding for labour-based earthworks.
 - Bill B1 is to be completed by an **experienced SME** Contractor, or a Contractor whose

owner has the required qualification and experience in concrete works, who is bidding for the labour-based earthworks and concrete works for culverts (900mmx450mm, 900mmx600mm, 900mmx900mm and 1800mmx900mm).

- Bill C1 is to be completed by the **Main** Contractor, who is bidding for the equipment-based works.

The Schedules A / B and C are partly identical. However, work and payment items, which are not applicable to the labour-based earthworks and concrete work in Schedules A / B, respectively, have been “blanked out” and no rates must be entered.

The same applies to Schedule C, where work and payment items, which are not applicable to the equipment-based work, have been “blanked out” and no rates must be entered.

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
LB13.01	Contractor's general obligations				
	(a) Fixed obligations	L/sum	1		
	(b) Value-related obligations	L/sum	1		
	(c) Time-related obligations	month	30		
	Note : The sum tendered for the total for Subitems LB13.01(a), LB13.01(b) and LB13.01(c) shall not exceed twenty percent (20%) of the tender amount				
LB13.02	Environmental requirements	month	30		
LB13.03	Workmen's Compensation and Social Security				
	(a) Provisional sum for contributions in terms of the Workmen's Compensation Act and the Social Security Act	P/Sum	1	20 000.00	20,000.00
	(b) Handling costs and profit percentage in respect of Subitem LB13.03(a) (State % and extend as an amount)	%	20,000		
LB13.04	Training of supervisors	P/Sum	1	40 000.00	40,000.00
LB13.05	Supervision of labourers and setting out of work	L/Sum	1		
LB13.06	Tools and equipment	L/Sum	1		
LB13.07	Construction sign boards	No			
LB13.08	Contractor's Quality Control	L/Sum			
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB1500	<u>ACCOMMODATION OF TRAFFIC</u>				
PS15.01	Accommodating traffic and maintaining diversions	month			
LB15.02	Construction of diversions				
	(a) Clearing by manual labour	km	15		
	(b) Shaping by manual labour	km	15		
	(c) Compacting	km			
LB15.03	Temporary traffic-control facilities				
	(c) Road signs, R- and TR series, 1200 mm dia.	No.	7		
	(d) Road signs, W- and TW-series, 1500mm sides	No.	3		
	(f) Danger plates and delineators	No.	7		
	(g) Movable barricades (chevron and ROAD CLOSED types)	No.	3		
	(h) Drums	No.	7		
LB15.04	Re-use or removal of traffic-control facilities	L/Sum	1		
LB15.05	Watering of diversions	kl			
LB15.06	Manual repair of diversions and existing roads used as diversions	m ²			
LB15.07	Blading of diversions and existing roads used as diversions	km-pass			
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB1700	<u>CLEARING AND GRUBBING</u>				
LB17.01	Clearing using manual labour				
	(a) Clearing areas within the road reserve				
	(i) Grassland	m ²	270,000		
	(ii) Scattered bush	m ²	270,000		
	(iii) Medium dense bush	m ²	315,000		
	(iv) Dense bush	m ²	315,000		
	(b) Clearing areas within borrow pits outside the road reserve	m ²	189,000		
LB17.02	Grubbing using manual labour				
	(a) Grubbing areas within the road reserve				
	(i) Grassland	m ²	162,000		
	(ii) Scattered bush	m ²	162,000		
	(iii) Medium dense bush	m ²	189,000		
	(iv) Dense bush	m ²	189,000		
	(b) Grubbing areas within borrow pits outside the road reserve	m ²	189,000		
LB17.03	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 500mm up to and including 1000mm	No.	270		
	(b) Girth exceeding 1000mm up to and incl. 1500mm	No.	35		
	(c) Girth exceeding 1500mm up to and incl. 2000mm	No.	35		
	(d) Girth exceeding 2000mm up to and incl. 2500mm	No.	20		
LB17.04	Stump only removal				
	Payment for stump only removal will be at a rate of 70% of the tendered rate for removal of large trees under itme LB17.03	P/Sum	1	65 000.00	65,000.00
LB17.05	Termite and ant control				
	(a) Excavation and backfilling	m ³	50		
	(b) Spot treatment of termite and ant nests	No	4		
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB1800	<u>DAYWORKS</u>				
LB18.01	Labour charges				
	(a) Labourer - skilled	h	40		
	(b) Labourer - semi skilled	h	70		
	(c) Labourer - unskilled	h	140		
	(d) Locating existing underground services by task workers	task	40		
LB18.02	Material charges				
	(a) Actual cost of material (excluding VAT)	P/Sum	1	80,000.00	80,000.00
	(b) Handling cost in respect of Subitem LB18.02(a) (State % and extend as an amount)	%	80,000		
LB18.03	Plant charges				
	(a) Backhoe CAT 428 or similar	h			
	(b) Excavator CAT 325 or similar	h			
	(c) Bulldozer CAT D7 or similar	h			
	(d) Grid-Roller	h			
	(d) Motor Grader	h			
	(e) Other plant not specified above	P/Sum			
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB2100	<u>DRAINS</u>				
LB21.01	<p>Excavation for open drains</p> <p>(a) Hand excavating soft material situated within the following depth ranges below the surface level :</p> <p>(i) 0 m up to 1,5 m</p> <p>(b) Hand excavating intermediate material situated within the following depth ranges below the surface level :</p> <p>(i) 0 m up to 1,5 m</p>	m ³	200		
LB21.02	Banks and dykes	m ³	300		
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB3100	<u>BORROW MATERIALS</u>				
LB31.01	Excess overburden				
	(a) Removal of overburden (soft material) by manual labour and situated in the following depth ranges				
	(i) 0 m up to 1,0 m	m ³	4,910		
	(ii) 1,0 m up to 2,0 m	m ³	1,637		
	(b) Removal of overburden (intermediate material) by manual labour and situated in the following depth ranges				
	(i) 0 m up to 1,0 m	m ³	8,190		
	(ii) 1,0 m up to 2,0 m	m ³	3,280		
	(c) Removal of overburden using constructional plant and irrespective of depth	m ³			
LB31.02	Finishing-off borrow areas and stockpiled overburden using manual labour				
	(a) Borrow areas	m ²	29,460		
	(b) Stockpiled overburden	m ²	9,820		
LB31.03	Replacing, spreading and finishing-off excess overburden in borrow areas				
	(a) Using manual labour	m ³	4,910		
	(b) Using constructional plant	m ³			
LB31.04	Construction of haul roads to borrow pits (4m wide)				
	(a) Clearing by manual labour	km	7		
	(b) Shaping by manual labour	km	5		
	(c) Compacting	km			
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB3300	<u>MASS EARTHWORKS</u>				
LB33.01	Cut and borrow to fill, including manual free-haul up to 15m				
	(a) Hand excavating soft material and sand	m ³	3,170		
	(b) Hand excavating intermediate material	m ³	6,340		
	(c) Hand excavating hard material	m ³	3,170		
LB33.02	Cut and borrow to fill				
	(a) Hand excavating and loading by manual labour, but excluding equipment-based haul				
	(i) Soft excavation and sand	m ³	1,920		
	(ii) Intermediate excavation	m ³	3,840		
	(iii) Hard excavation	m ³	1,920		
	(b) Excavating by constructional plant and loading by manual labour, but excluding equipment-based haul (all classes of material)				
	(i) Excavating by constructional plant	m ³			
	(ii) Loading by manual labour	m ³	1,920		
	(c) Excavating and loading by constructional plant, but excluding equipment-based haul (all classes of material)	m ³			
	(d) Spreading by manual labour (Extra over Subitems LB33.02(a), (b) and (c))	m ³	28,010		
LB33.03	Processing and compacting of fill material				
	(a) Compacted to 90% of modified AASHTO density in compacted layer thicknesses of 200mm or less	m ³			
	(b) Compacted to 93% of modified AASHTO density in compacted layer thicknesses of 200mm or less	m ³			
	(c) Pioneer layer (as specified in subclause PS 3306(d))	m ³			
Carried Forward					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
Brought Forward					
LB33.04	Processing and compacting of sand fills (as described in Clause LB3302)				
	(a) Non-plastic sand with up to 20% passing through the 0,75mm sieve, compacted to 100% of modified AASHTO density	m ³			
	(b) Non-plastic sand with more than 20% passing through the 0,75mm sieve, compacted to 95% of modified AASHTO density	m ³			
LB33.05	Extra over items LB33.03 and LB33.04 for shaping and finishing off the top of fill layer to the specified tolerances	m ²			
LB33.06	Cut to spoil, including manual free-haul up to 15m. Material obtained from :-				
	(a) Hand excavating soft material and sand	m ³	2,070		
	(b) Hand excavating intermediate material	m ³	1,040		
LB33.07	Removal of unsuitable, unstable material by manual labour	m ³	1,040		
LB33.08	Roadbed preparation and compaction				
	(a) Roadbed preparation using manual labour	m ²	72,940		
	(b) Processing and compacting of roadbed material				
	(i) Compaction to 90% of modified AASHTO density	m ³			
	(ii) Compacted to 93% of modified AASHTO density	m ³			
LB33.09	Three roller passes compaction				
	(a) Heavy pneumatic tyred roller	m ²			
	(b) Vibratory roller	m ²			
	(c) Grid roller	m ²			
LB33.10	A variation in the number of roller passes (applicable to Item LB33.09)				
	(a) Heavy pneumatic tyred roller	m ² -pass			
	(b) Vibratory roller	m ² -pass			
	(c) Grid roller	m ² -pass			
Carried Forward					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
Brought Forward					
LB33.11	Finishing-off cut and fill slopes				
	(a) Cut slopes	m ²	7,180		
	(b) Fill slopes	m ²	43,070		
LB33/ LB16.02	Equipment-based overhaul on material hauled in excess of a free-haul distance of 1,0 km	m ³ -km			
LB33/ LB16.03	Restricted overhaul: Equipment-based overhaul of material hauled for up to or through a distance of 1,0km	m ³			
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB 3400	<u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
LB34.01	Gravel material obtained from borrow pits including equipment-based free-haul up to 1,0 km				
(a)	Excavating by constructional plant and loading by manual labour (all classes of material)				
(i)	Excavating by constructional plant	m ³			
(ii)	Loading by manual labour	m ³			
(b)	Excavating and loading by constructional plant (all classes of material)	m ³			
(c)	Extra over Subitems LB34.01(a)(i) and (b) for ripping hard material	m ³			
(d)(ii)	Spreading by manual labour (Extra over Subitem LB34.01(b))	m ³			
LB 34.02	Processing and compacting of gravel pavement layers				
(a)	Selected subgrade compacted to 93% of modified AASHTO density	m ³			
(b)	Gravel wearing course compacted to:				
(ii)	95% of modified AASHTO density	m ³			
LB34.03	Mixing of materials from different sources (extra over Subitem LB34.02)				
(a)	By adding a soil binder	m ³			
(b)	By mixing materials from different sources	m ³			
LB34/ LB16.03	Restricted overhaul: Equipment-based overhaul of material hauled for up to or through a distance of 1,0km	m ³			
LB34.04	Mixing of materials from different sources (extra over subitem LB34.02)	m ³			
LB34/ LB16.02	Equipment-based overhaul of material hauled in excess of a free-haul distance of 1,0 km	m ³ -km			
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB5500	<u>FENCING</u>				
LB55.01	Clearing the fence line, 2 m wide strip	km	5		
LB55.02	Supply and erect new fencing material for new fences and for supplementing material for existing fences which are being repaired or removed				
	(a) Barbed wire, galvanised 3,15 x 2,5mm	km	15		
	(b) Smooth wire, galvanised 2,24mm	km	25		
	(c) Diamond mesh	m ²	6250		
	(d) Wire netting	m ²	6250		
	(f) Straining posts, 2500mm long, 150mm dia	No.	25		
	(g) Standards, 2400mm long, 150mm diameter	No.	110		
	(h) Droppers, 1200mm long, wooden	No.	635		
	(j) Timber posts				
	(i) 1500mm long, 100mm diameter	No.	25		
	(ii) 1800mm long, 100mm diameter	No.	50		
	(iii) 2400mm long, 150mm diameter	No.	35		
LB55.03	New gates				
	(a) Single leaf, standard 4,25m W-type	No.	15		
LB55.05	Dismantling existing fences	km	15		
LB55/56.05	Extra over Item LB55.02(j) for cement-treated soil backfill (5% cement)	m ³	42		
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB5600	ROAD SIGNS				
LB56.01	Road sign boards with painted or coloured background. Symbols, letters and borders in engineering-grade retro-reflective material, where the sign board is constructed from -				
	(c) Sheet steel (chromadek)				
	(i) Area not exceeding 2 m ²	m ²	74.0		
	(ii) Area exceeding 2 m ² but not 10 m ²	m ²	14.0		
LB56.02	Extra over Item LB56.01 for using :-				
	(a) Background of retro-reflective material of :-				
	(i) Engineering grade	m ²	87.0		
	(b) Lettering, symbols and borders of retro-reflective material of -				
	(i) High intensity	m ²	100.0		
LB56.03	Road sign supports				
	(a) Steel tubing	t	2.0		
LB56.04	Excavation and backfilling for road signs supports	m ³	27.0		
LB56.05	Extra over Item LB56.04 for cement-treated soil backfill (5% cement)	m ³	117.0		
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
LB5900	<u>FINISHING THE ROAD AND ROAD RESERVE</u>				
LB59.01	Finishing the road and road reserve using manual labour only	km	15.0		
LB59.02	Treatment of old roads and temporary diversions using manual labour only	km	15.0		
TOTAL CARRIED TO SUMMARY					

PAY Item	DESCRIPTION	UNIT	QUANTITY	RATE (N\$)	AMOUNT (N\$)
PS10300	ACCOMMODATION OF SERVICES				
PS103.1	Supply, lay and bed service pipe (complete with couplings):				
	(a) 20 mm HDPE pipe Class 9	m	200		
	(b) 25 mm HDPE pipe Class 9	m	200		
	(c) 110 mm PVC sleeves	m	200		
	(d) 200 mm uPVC pipe Class 9	m	400		
PS103/ LB22.01	Excavation				
	(a) Hand excavating soft material situated within the following depth ranges below the surface level				
	(i) 0m up to 1.5m	m ³	40		
	(b) Hand excavating intermediate material situated within the following depth ranges below the surface level				
	(i) 0m up to 1.5m	m ³	160		
PS103/ LB22.02	Backfilling				
	(a) Using the excavated material	m ³	160		
	(b) Using imported selected material	m ³	40		
PS103.2	Placing of Duct Marker Blocks	No.	40		
TOTAL CARRIED TO SUMMARY					

ROADS AUTHORITY
CONTRACT NO. W/ONB/RA-XX/XX
THE CONSTRUCTION OF D3624: OMUNDAUNGILO TO OMBOLOKA
OHANGWENA REGION

SUMMARY OF SCHEDULE A1: LABOUR-BASED EARTHWORKS

SECTION	DESCRIPTION	TOTAL
LB1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	N\$
LB1500	ACCOMMODATION OF TRAFFIC	N\$
LB1700	CLEARING AND GRUBBING	N\$
LB1800	DAYWORKS	N\$
LB2100	DRAINS	N\$
LB3100	BORROW MATERIALS	N\$
LB3300	MASS EARTHWORKS	N\$
LB3400	PAVEMENTG LAYERS OF GRAVEL MATERIAL	N\$
LB5500	FENCING	N\$
LB5600	ROAD SIGNS	N\$
LB5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	N\$
PS10300	ACCOMMODATION OF SERVICES	N\$
TOTAL OF SCHEDULE OF QUANTITIES: LABOUR-BASED WORK		N\$

SIGNED ON BEHALF OF SME CONTRACTOR FOR EARTH WORKS

DATE

Section VII (5)

Environmental and Social Management Programme

ENVIRONMENTAL AND SOCIAL MANAGEMENT PROGRAMME

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ENVIRONMENTAL AND SOCIAL MANAGEMENT PROGRAMME (ESMP)

The Environmental and Social Management Program (ESMP) will be implemented during construction. The ESMP is intended to bridge the gap between the Environmental Impact Assessment (EIA) and the implementation of the project, particularly with regard to implementing the mitigation measures recommended in the Environmental Impact Assessment (EIA). Monitoring, auditing and taking corrective actions during implementation are crucial interventions to successfully implant the ESMP.

The ESMP detail actions to ensure compliance with regulatory bodies and that environmental performance is verified through information on impacts as they occur.

ESMP implementation is a cyclical process that converts mitigation measures into actions and through cyclical monitoring, auditing, review and corrective action, ensures conformance with stated ESMP aims and objectives. Through monitoring and auditing, feedback for continual improvement in environmental performance must be provided and corrective action taken to ensure that the ESMP remains effective.

1. ESMP ADMINISTRATION

Copies of the ESMP shall be kept at the site office and will be distributed to all senior contract personnel. All senior personnel shall be required to familiarize themselves with the contents of this document.

2. ROLES AND RESPONSIBILITIES

The implementation of the ESMP requires the involvement of several stakeholders, each fulfilling a different but vital role to ensure sound environmental management during each phase.

a) Engineer’s Representative (ER)

The Engineer will delegate powers to the Engineer’s Representative (ER) on site who would act as the Employer’s implementing agent and has the responsibility to ensure that the Employer’s responsibilities are executed in compliance with relevant legislation and the ESMP. The Engineer also has the responsibility to approve the appointment of the Environmental Control Officer (ECO).

Any on-site decisions regarding environmental management are ultimately the responsibility of the ER. The ER will have the following responsibilities in terms of the implementation of this ESMP:

- Ensuring that the necessary environmental authorizations and permits have been obtained.

- Assisting the Contractor in finding environmentally responsible solutions to problems with input from the ECO (Environmental Control Officer) where necessary.
- Taking appropriate action if the specifications are not followed.
- Ordering the removal of person(s) and/or equipment not complying with the EMP specifications.
- Recommending and issuing fines for transgressions of site rules and penalties for contravention of the EMP.
- Advising on the removal of person(s) and/or equipment not complying with the specifications (via the ER).
- Auditing the implementation of the ESMP and compliance with authorization on a monthly basis.
- Undertaking a continual review of the ESMP and recommending additions and/or changes to the document after completion of the contract.

b) Environmental Control Officer (ECO)

The Environmental Control Officer (ECO) will be a competent person appointed by the Contractor to implement the on-site environmental management of this ESMP by the Contractor. The ECO shall be on site daily and the ECO’s duties will include the following:

- Assisting the ER in ensuring that the necessary environmental authorizations and permits have been obtained.
- Maintaining open and direct lines of communication between the ER, Employer, Contractor and interested and affected parties (I&APs) with regard to environmental matters.
- Convening and facilitating public meetings.
- Regular site inspections of all construction areas with regard to compliance with the ESMP.
- Monitoring and verifying adherence to the ESMP, monitoring and verifying that environmental impacts are kept to a minimum.
- Assisting the Contractor in finding environmentally responsible solutions to problems.
- Monitoring the undertaking by the Contractor of environmental awareness training for all new personnel coming onto site.

3. ENVIRONMENTAL AWARENESS TRAINING

Before any work commences on the Site, the Contractor shall ensure that adequate environmental awareness training of senior site personnel takes place and that all construction workers receive an induction presentation on the importance and implications of the ESMP. The Contractor shall liaise with the Engineer prior to the Commencement Date to fix a date and venue for the training and to agree on the training content.

The Contractor shall provide a suitable venue and ensure that the specified employees attend the course. The Contractor shall ensure that all attendees sign an attendance register, and shall

provide the ER with a copy of the attendance register. The presentation shall be conducted, as far as is possible, in the employees’ language of choice.

As a minimum, training should include:

- Explanation of the importance of complying with the ESMP.
- Discussion of the potential environmental impacts of construction activities.
- The benefits of improved personal performance.
- Employees’ roles and responsibilities, including emergency preparedness.
- Explanation of the mitigation measures that must be implemented when carrying out their activities.
- Explanation of the specifics of this ESMP and its specification (no-go areas, etc.)
- Explanation of the management structure of individuals responsible for matters pertaining to the ESMP.
- The Contractor shall keep records of all environmental training sessions, including names, dates and the information presented.

4. PUBLIC PARTICIPATION

An ongoing process of public participation shall be maintained during construction to ensure the continued involvement of interested and affected parties (I&APs) in a meaningful way. Public meetings to discuss progress and any construction issues that may arise shall be held at least every two months and more regularly if deemed necessary by the ER. These meetings shall be arranged by the ECO but shall be facilitated by the ER. The Contractor shall present a progress report at each public meeting. All I&APs that participated in or were informed during the EIA shall be invited to each of the public meetings.

5. ENVIRONMENTAL REGULATIONS

COMPONENT	OBJECTIVE	MANAGEMENT MEASURES	RESPONSIBILITY/ PARTNERSHIPS
MANAGEMENT AND MONITORING	To ensure that the provisions of the ESMP are implemented during construction.	<ul style="list-style-type: none"> • The environmental and social consultant shall ensure that all aspects of the ESMP are implemented during construction. • The environmental and social consultants shall attend regular site inspections and meetings and minutes shall make provision for reporting on every aspect of the ESMP. 	Environmental and Social Consultant together with the ECO.
COMMUNICATION AND STAKEHOLDER CONSULTATION	To ensure that all stakeholders are adequately informed throughout construction and that there is effective communication with and feedback to the consultant and client.	<ul style="list-style-type: none"> • The Contractor shall appoint an ECO from the construction team to take responsibility for the implementation for all provisions of this ESMP and to liaise between the contractor, community, client and consultants. The ECO must be appointed at least 14 days after the site-handover. • The Contractor shall at every site meeting report on the status of the implementation of all provisions of the ESMP. • The contractor shall implement the environmental awareness training as stipulated in Section 3 above. • The Contractor shall liaise with the social and environmental consultants regarding all issues related to community consultation and negotiation as soon as possible after construction commences. • Ensure regular consultations with the local authorities and communities regarding the management of construction. • Initiate an efficient Grievance Mechanism to allow potentially affected individuals to voice their concerns on the Project. 	Contractor / Environmental and Social Consultant to monitor.
LABOUR RIGHTS	To ensure labour standards are complied with.	<ul style="list-style-type: none"> • Ensure that workers have access to and are aware about the Grievance Mechanism. • Ensure minimum legal labour standards as per ILO regulations (child/forced labour, no discrimination, working hours, minimum wages) are met. 	Contractor/ Environmental and Social Consultant to monitor.

COMPONENT	OBJECTIVE	MANAGEMENT MEASURES	RESPONSIBILITY/ PARTNERSHIPS
		<ul style="list-style-type: none"> • The contractor should comply with relevant Labour Laws as stipulated by the Labour Act. • Ensure the workforce has access to primary healthcare on site. • Provide housing conditions (if applicable) in accordance with all applicable health and safety regulations and norms by ensuring the provision of adequate space, supply of water, adequate sewage and garbage disposal system, appropriate protection against heat, cold, damp, noise, fire and disease-carrying animals, adequate sanitary and washing facilities, ventilation, cooking and storage facilities and natural and artificial lighting, and in some cases basic medical services. • Ensure all contractors implement codes of conduct concerning employment and workforce behaviour (including but not limited to safety rules, zero tolerance for substance abuse, environmental sensitivity of the area, dangers of sexually transmissible diseases, COVID-19 and HIV/AIDS, gender equality and sexual harassment, respect for the beliefs and customs of the populations and community relations in general). • In case of security personnel at the site, ensure proper training and in the use of force and appropriate conduct toward workers and affected communities 	

COMPONENT	OBJECTIVE	MANAGEMENT MEASURES	RESPONSIBILITY/ PARTNERSHIPS
HEALTH AND SAFETY	To ensure health and safety of workers and the public at all times during construction	<ul style="list-style-type: none"> • The Contractor shall submit a strategy to ensure the least possible disruption to traffic and potential safety hazards during construction. This strategy must be approved by the social consultant before commencement of construction. • The strategy should include a schedule of work indicating when and how road crossings (construction at existing intersections) will be made. The schedule should be updated and distributed to all stakeholders. • The Contractor shall also liaise with the Traffic Authorities for their approval in this regard. • Proper traffic and safety warning signs must be placed at the construction site to the satisfaction of the Engineer and the Roads Authority. • The Contractor must adhere to the regulations pertaining to Health and Safety, including the provision of protective clothing, failing which the Contract may be ended with immediate effect. • Dust protection masks shall be provided to task workers if they complain about dust. • Potable water must be available to workers to avoid dehydration. This water should be of acceptable standards to avoid any illness. At least 5 litres of drinking water per person per day should be made available during construction. • The contractor must enforce relevant Health and Safety Regulations for these specific activities. • Ensure site premises are provided with appropriate fencing (where applicable) and lighting. • Ensure speed limits on site and on transporting routes. • Use equipment and vehicles in appropriate technical 	Contractor / Environmental and Social Consultant to monitor.

		<p>conditions.</p> <ul style="list-style-type: none"> • Ensure vehicles and equipment are switched off when not in use. • Use protective hearing equipment for workers conducting noisy activities. • Maintain high standard in housekeeping on site. • Ensure provision of Health and Safety (H&S) facilities at the Project site, including shaded welfare areas. • Provide necessary fire prevention equipment on site in line with applicable regulations. • Limit the hours of operation for specific pieces of equipment or operations, especially mobile sources operating through community areas or close to residential houses (typically between 10 pm and 7 am). Avoid vehicle movements at night. • Report any occurrence of any communicable diseases amongst the workforce (STD, COVID-19, HIV/AIDS, TB, malaria and Hepatitis B and C) and set up disease prevention programme if needed. • Implement incident reporting: major incidents occurring on the construction site or caused by the construction activities shall be reported by the Contractor/subcontractor to the Project Implementing Agency (PIA) as soon as possible and not later than 24 hours after the incident occurred (including short- and long-term response measures). A major incident is a e.g. fatality, injury, major oil spill, social unrest, outbreak of violence, labour strikes etc. 	
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COMPONENT	OBJECTIVE	MANAGEMENT MEASURES	RESPONSIBILITY/ PARTNERSHIPS
CONSERVATION OF THE NATURAL AND HISTORICAL ENVIRONMENT	To minimize damage to soil, vegetation and historical resources during the construction phase.	<ul style="list-style-type: none"> • At the outset of construction (or during construction as may be applicable), the ECO and the contractor shall visit all proposed borrow-pits, haul roads, access roads, camp sites, and other areas to be disturbed. Areas to be disturbed shall be clearly demarcated, and no land outside these areas shall be disturbed or used for construction activities. Detailed instructions and final arrangements for protection of sensitive areas, keeping of topsoil and rehabilitation of disturbed areas shall be made, in line with the guidelines in this document. The ECO shall be consulted before any new areas are disturbed which have not yet been visited. • No off-road driving shall be allowed, except on the agreed upon haul and access roads. • Vegetation shall only be cleared within the road reserve, while trees with a trunk diameter exceeding 100 mm (1 meter above ground) shall be left intact. The reserves on either sides of this corridor may not be cleared of vegetation, unless permission is given to do so for detours or access roads. • A prescribed penalty will be deducted from the Contractors payment certificate for every mature tree removed without approval. • No trees may be felled or live wood in the project area removed by any member of the construction team, including sub-contractors. Contravention of this arrangement is liable for a prescribed penalty. • A prescribed penalty will be deducted from the contractor’s payment certificate if it is shown that trees and/or branches have been broken down unnecessarily, or that any plants have been collected illegally, by any of the staff or sub-contractors. 	Contractor / Environmental and Social Consultant to monitor.

		<ul style="list-style-type: none">• Trees that need to be trimmed should be so with the right equipment and aesthetical acceptable manner.• Where topsoil is available, this must be stockpiled separately in 1,00 m high piles and this used to cover the damaged areas outside the road reserve such as access roads to borrow pits, and the camp site.• Where compaction has taken place in disturbed areas, these areas must be ripped and covered with topsoil separately kept for this purpose. This includes the road reserve where grass should be encouraged to re-establish.• The removal of material at borrow-pit sites shall be focused where the least significant vegetation exists. If material is only available around significant mature trees, a radius of soil of at least 3m shall be kept around the base of the trunk, and it shall be endeavoured not to expose the roots of such trees. The Environmental Officer shall visit all proposed borrow-pit areas and indicate where and how material may be removed, before works commence.• Poaching or collecting of wild animals is prohibited unless a permit has been obtained.• A prescribed penalty will be deducted from the contractor’s payment certificate if it is shown that any of his staff or sub-contractors are involved in trapping, hunting or any kind of collecting of wild animals in the vicinity of the work sites. Offenders will be handed to the authorities for prosecution.• Reinstatement of construction working area to the best possible after construction activities are completed.	
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<p>BORROW PIT MANAGEMENT</p>		<ul style="list-style-type: none"> • The removal of material at borrow-pit sites shall be focused where the least significant vegetation exists. If material is only available around significant mature trees (more than 100 cm circumference – 1 meter above ground), clusters of trees should be preserved while suitable material is excavated around them. A 3 meter buffer must be conserved around the cluster of mature trees. The ER shall visit all proposed borrow-pit areas and indicate where and how material may be removed, before works commence. A cluster constitutes 3 or more trees in close proximity (within 20 m radius). • The Engineers and surveyors must draft a plan for approval before commencement of a borrow pit. This plan must indicate the required resources and sensitive areas that may not be mined (indication of the mature trees). • All borrow-pits must be rehabilitated. • The contractor shall liaise with the applicable local headmen and residents regarding whether their borrow-pits shall be shaped as water reservoirs during rehabilitation. • At those borrow-pits not to be shaped as reservoirs, topsoil (the top layer of organic material, even if the topsoil in non-existent, the top layer of organic material) at borrow pits shall be stockpiled separately and the stockpile maintained for use at the end of the contract to rehabilitate borrow pits. • The borrow pits shall be rehabilitated by trimming the sides to a slope not steeper than 30° and evenly spreading the top soil over the area to allow for the growth of new vegetation. • All spoil material at the borrow pits shall be neatly shaped and no loose material will be left inside the borrow pits. • The borrow pit floor should be levelled as part of rehabilitation. • Final payment will not be issued unless the environmental consultant is satisfied with the obligations listed under this section (borrow pit management”). 	<p>Contractor / Environmental and Social Consultant to monitor.</p>
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COMPONENT	OBJECTIVE	MANAGEMENT MEASURES	RESPONSIBILITY/ PARTNERSHIPS
WASTE MANAGEMENT AND WATER RESOURCE MANAGEMENT	<p>To avoid contribution to potential surface and groundwater pollution.</p> <p>To ensure that sound waste management practices are adhered to during construction.</p>	<ul style="list-style-type: none"> • Construction rubble and other waste generated during construction must be disposed of on a regular basis at an approved waste disposal site. A temporary waste site may be demarcated for temporary storage of waste, but this area must be identified and clearly marked in the waste management plan. • Adequate separate containers for hazardous and domestic waste must be provided on site and at the construction camp. • The workforce must be sensitised to dispose of waste in a responsible manner and not to litter. • No waste may remain on site after completion of the project. • The Contractor shall submit a waste management plan, including how it is intended to dispose of hazardous waste, as described hereunder. This plan should be reviewed and approved by the engineer, social and environmental consultants before implementation. • Hygienic, adequate toilet facilities should be available in the following ratio: 2 toilets for every 50 females and one toilet for every 50 males. The toilets should be such that it can be transported for various site selections and to be emptied at an approved sewage site. No person should have to walk more than 1 km for the use of a toilet. • A demarcated vehicle service area should be provided. This area should have an impermeable floor, oil trap and dedicated wash bay area. All used water must first run through the oil trap before the effluent is allowed to exit. • Servicing of vehicles is only permitted in the demarcated vehicle service area, except for large immobile vehicles which may be serviced on site, on condition that oils and lubricants are prevented from spilling through the use of drip trays or other suitable containers. 	<p>Contractor and Workforce / Environmental and Social Consultant to monitor.</p>

		<ul style="list-style-type: none"> • Drip trays should be available for all vehicles that are intended to be used during construction. These trays should be placed underneath each vehicle while the vehicles are parked. The drip trays should be cleaned every morning and the spillage handled as hazardous waste. • Accidental spills must be cleaned immediately. The contaminated soil must be suitably disposed of in a container suitable for hazardous waste. • Oil, lubricants, and other hazardous materials must be stored in separate containers (concrete liner, container, or metal or plastic drip tray) and stored for transport and disposal at an approved waste disposal site or for collection by an oil recycling company such as WESCO Salvage (this company collects significant quantities of oil from central locations throughout the country). • Fuel tanks on site must be properly banded. The volume of the banded area must be sufficient to hold 1.5 times the capacity of the storage tanks. The floor of the banded area must be impermeable and the sides high enough to achieve the 1.5 times holding capacity. • Foam fire extinguishers must be in close proximity to fuel kept on site. There should be trained personnel to handle this equipment. At least two extinguishers should be placed at every fuel storage area. • The contractor shall utilise water only as specified in the approved water abstraction plan for the project. • Reuse wastewater wherever feasible. • Prioritise the use of rainwater/stormwater over surface water/groundwater abstraction by using harvesting equipment and systems on site. • Restrict excavation activities during periods of intense rainfall. Use temporary bunding to reduce the risk of sediment, oil or chemical spills to the receiving waters. 	
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		<ul style="list-style-type: none"> • Carry out excavation works in cut off ditches to prevent water from entering excavations. 	
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COMPONENT	OBJECTIVE	MANAGEMENT MEASURES	RESPONSIBILITY/ PARTNERSHIPS
REHABILITATION	To rehabilitate the site office, work sites, servitude areas, tracks and other areas disturbed during construction as close to their original state as reasonably possible.	<ul style="list-style-type: none"> • All bunding areas, equipment, waste, temporary structures, stockpiles, etc. must be removed from the camp and work sites. • All disturbed areas shall be reshaped to their original contours; as close as possible to the natural conditions before construction commenced, including the road reserve, detours, construction camps, and temporary access routes. • Alien vegetation particularly the Downy thorn apple (<i>Datura innoxia</i>) and Wild tobacco (<i>Nicotiana glauca</i>) that occur in the project corridor must be weeded. • All cuttings must be shaped with a slope to provide a natural appearance, without having to destroy significant vegetation on top of the slope. • Existing borrow pits adjacent to main roads need also be rehabilitated during rehabilitation phase. • Final payment will not be issued unless the environmental consultant is satisfied with the obligations listed under this section (“rehabilitation”). 	Contractor / Environmental and Social Consultant to monitor.

6. NON-COMPLIANCE

a) PROCEDURES

The Contractor shall comply with the environmental specifications and requirements on an ongoing basis and any failure on his part to do so will entitle the ER to impose a penalty. In the event of non-compliance the following recommended process shall be followed:

- The ER shall issue a notice of non-compliance to the Contractor through the ECO, stating the nature and magnitude of the contravention.
- The Contractor shall act to correct the non-conformance within 24 hours of receipt of the notice, or within a period that may be specified within the notice.
- The Contractor, through the ECO, shall provide the ER with a written statement describing the actions to be taken to discontinue the non-conformance, the actions taken to mitigate its effects and the expected results of the actions.
- In the case of the Contractor failing to remedy the situation within the predetermined time frame, the Engineer shall impose a monetary penalty based on the conditions of contract.
- In the case of non-compliance giving rise to physical environmental damage or destruction, the Engineer shall be entitled to undertake or to cause to be undertaken such remedial works as may be required to make good such damage and to recover from the Contractor the full costs incurred in doing so.
- In the event of a dispute, difference of opinion, etc. between any parties with regard to or arising out of interpretation of the conditions of the ESMP, disagreement regarding the implementation or method of implementation of conditions of the ESMP, etc. any party shall be entitled to require that the issue be referred to specialists for determination.
- The Engineer shall at all times have the right to stop work and/or certain activities on site in the case of non-compliance or failure to implement remedial measures.

b) OFFENCES AND PENALTIES

Where the Contractor inflicts non-repairable damage upon the environment or fails to comply with any of the environmental specifications, he shall be liable to pay a penalty fine over and above any other contractual consequence.

The Contractor is deemed NOT to have complied with this Specification if:

- a. within the boundaries of the site, site extensions and haul/access roads there is evidence of contravention of the Specification;
- b. environmental damage due to negligence;
- c. the Contractor fails to comply with corrective or other instructions issued by the ER within a specific time;
- d. the Contractor fails to respond adequately to complaints from the public.

Penalties for the activities detailed below, will be imposed by the ER on the Contractor and/or his Subcontractors:

- | | | |
|----|---|---|
| a. | Actions leading to erosion | A penalty equivalent in value to the cost of rehabilitation plus 20% |
| b. | Oil spills | A penalty equivalent in value to the cost of clean-up operation plus N\$ 3,000 |
| c. | Damage to indigenous vegetation | A penalty equivalent in value to the cost of restoration plus N\$ 5,000 |
| d. | Damage to sensitive environments | A penalty equivalent in value to the cost of restoration plus N\$ 5 000 |
| e. | Damage to cultural sites | A penalty to a maximum of N\$ 100,000 shall be paid for any damage to any cultural/ historical sites |
| f. | Damage to trees | A penalty to a maximum of N\$ 10,000 shall be paid for each tree removed without prior permission, or a maximum of N\$ 5,000 for damage to any tree, which is to be retained on site. |
| g. | Damage to natural fauna | A penalty to a maximum of N\$ 5,000 for damages to any natural occurring animal |
| h. | Any persons, vehicles, plant, or thing related to the Contractors operations within the designated boundaries of a “no-go” area | N\$ 4,000 |
| j. | Litter on site | N\$ 1,000 |
| k. | Deliberate lighting of illegal fires on site | N\$ 5,000 |
| l. | Individuals not making use of the site toilet facilities | N\$ 1,000 |
| m. | Any person, vehicle, item of plant, or any thing related to the Contractors operations causing a public nuisance | N\$ 2,000 |

- Penalties may be issued per incident at the discretion of the Engineer. The Engineer will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.
- For each subsequent similar offence the fine may, at the discretion of the ER, be doubled in value to a maximum value of N\$ 10,000.
- Payment of any fines in terms of the contract shall not absolve the offender from being liable from prosecution in terms of any law.

- In the case of a dispute in terms of this section, the Engineer shall determine as to what constitutes a transgression in terms of this document.

7. ENVIRONMENTAL AUDITING

Auditing should be conducted at least once every three months during construction. Benefits derived from the audit process might include:

- identification of environmental risk
- development or improvement of the environmental management system
- avoidance of financial loss
- avoidance of legal sanctions
- increase in staff awareness
- identify potential cost savings
- improve dealings with employees, environmental groups, the community, regulators, media, shareholders, or insurance & finance institutions; and
- establish a history of environmentally responsible operations, e.g. through environmental incident reports, environmental monitoring & recording, & reporting to committees or Authorities.

Commonly, the audit of a site will cover all management procedures, operational activities & systems, and environmental issues. The environmental audit will be compiled objectively and conducted by an independent, competent entity.

8. PAYMENT

The cost of complying with the environmental regulations shall be covered by the tendered rates for the various items in the schedule of quantities and no separate payment will be made to the Contractor to fulfill the requirements of this section. However, additional payment will be made for specific work instructed by any relevant authority.

9. BORROW PIT REHABILITATION GUIDELINES

9.1. Severity Classification

Borrow pits after use have different shapes and depths and are located in different environments. Therefore, they have to be considered individually. Nevertheless, general criteria can be used to describe the hazard potential.

The following table determines the Severity Class for the hazard potential of any borrow pit – focussing on the protection of health and safety of both animals and people.

The following methodology is applicable to determine the severity class:

- The borrow pits are checked against the criteria depicted in the table below and their hazard potential is classified as None / Low / Medium / High;
- Should any class score fall within the next higher class, then the classification of the borrow pit be determined by that higher class score;

- Example

1. High walls:	<1 m	None
2. Road proximity:	>100 m	None
3. House/Dwelling proximity:	400 m	Low
4. Surface water drainage:	>500 m	Low
5. School proximity:	>500 m	None
5. Livestock present	0	None
⇒ Risk Result:		Low Risk

Severity Classification	A	B	C	D
High Walls (height)	< 1 m	1-2 m	2-3 m	>3 m
Road Proximity from shoulder of the road	>100 m	60-100 m	20-60 m	<20 m
House - Dwelling Proximity distance	>250 m	100 – 250 m	50 – 100 m	<50 m
Surface water drainage lines proximity distance	>500 m	300 – 500 m	100 – 300 m	<100 m
School Proximity distance	>500 m	300 – 500 m	100 – 300 m	<100 m
Livestock present in the camp / area	0	1-5	6-10	>10
Risk – Result	None	Low	Medium	High

9.2. Borrow Pit Rehabilitation

9.2.1. General

In order to reduce the hazard potential of borrow pits several approaches are potentially possible, however not all of them will eliminate the hazard in the long run. For instance fencing-off the borrow pit would eliminate the danger of people or animal falling into the pit, however on the other hand, cattle can also not reach the pit to drink, except if a lockable gate is included. Further, future erosion might extend the borrow pit beyond the fence and subsequently be a potential danger again.

On the other hand, structural measures are more expensive options; however, they potentially mitigate the danger sustainably. Nevertheless, also structural measures will have to be selected carefully. The typical measure is to slope the pit in such a way, that it is safe, but still accessible, as required.

However, this might require the upper rim to be extended further, and adjacent land use (e.g. homesteads) might be too close to realize this option. Further, dozing soil into the pit in order to reduce the slope and to prevent future erosion on the one hand, on the other hand reduces the storage volume, which will be opposed by the local community, as experienced numerous times in the past.

Further, depending on the soil type, the loose soil in the borrow pit, once soaked with water poses a life treat to animals as they can get stuck and if not being able to free themselves, they will die.

9.2.2. Option One

This option is considered the ideal rehabilitation option and it has to be considered as first option for borrow pits, with a Severity Classification of

- ✓ **None** or
- ✓ **Low** or
- ✓ **Medium**
and
- ✓ **where enough material is available for the rehabilitation actions.**

The following mitigation measures have to be applied:

1. The borrow pit floor will be levelled and no topographical high points will be present on the floor;
2. No walls or steps will be present in or around the borrow pit;
3. The borrow pit floor will be free of any spoils, large rocks or any form of construction waste;
4. The slopes will have a gradient not steeper than 1:3 and will be graded or bladed;
5. Should dead vegetation be available, it will be distributed evenly on the slopes to prevent wind and water erosion;
6. Overburden, top-soil and any other material, which was removed when the borrow pit was opened and stockpiled on the outer sides of the borrow pit, will be distributed on the slopes and floor of the borrow pit with a maximum thickness of 300 mm;
7. Finishing of the slopes should be done in concentric circles, starting from the borrow pit floor and moving upwards towards ground level to prevent initial erosion induced by water and wind;
8. Remaining material (overburden and topsoil) will be shaped as a berm with a maximum slope 1:3, with a distance of at least 3.0 m from the edge of the borrow pit and not closer than 9.0 m to any structures (roads, buildings, etc.). The berm will not be higher than 1.0 m;

All alien vegetation has been removed from the floor, the slopes and berms of the borrow pit.

9.2.3. Option Two

Should the application of the first rehabilitation option not be possible, this Option Two shall be considered.

This rehabilitation option is applicable to borrow pits, which have a Severity Classification of

- ✓ **High or**
- ✓ **where sloping to the outside not possible due to adjacent obstacles or**
- ✓ **where not enough material is available for the rehabilitation actions of Option One.**

The following mitigation measures have to be applied:

1. The borrow pit floor will be levelled and no topographical high points will be present on the floor;
2. The borrow pit floor will be free of any spoils, large rocks or any form of construction waste;
3. The borrow pit will be fenced off:
 - a. with mesh wire and galvanized steel poles, minimum height 1.2m,
 - b. with one access to the pit, which will be controlled by a gate of the same material as the fence, the gate will be lockable and access granted to the land owner only, if possible,
 - c. with the fence being constructed at least 5.0 m from the edge of the borrow pit, enclosing the entire borrow pit;
4. A distance of at least 9.0 m to any adjacent structures, roads and other obstacles shall be maintained;
5. All alien vegetation has been removed from the floor, the slopes and berms of the borrow pit.

9.3. Borrow Pit Taking-Over Certificate

It is essential that any borrow pit after rehabilitation meets all requirements set out in Option One (ideally) or Option Two (alternatively). Only after the rehabilitation meeting all requirements, the borrow pit can be handed over to the landowner and officially considered as rehabilitated.

After the borrow pit has been handed over, the contractor or any other party may not be allowed to engage in any further activities in or around the handed-over borrow pit. This includes, but is not limited to activities such as further excavations, dumping of overburden or spoils, sloping, etc.

In order to keep records of the rehabilitation operations meeting all requirements and in order to avoid claims from the public with regard to unrehabilitated borrow pits, it is prudent to record the completion of the rehabilitation in accordance with the specifications and the acceptance thereof.

The following Borrow Pit Tanking-Over Certificate shall therefore be signed by the parties upon completion of the rehabilitation and handed over to the client for record keeping.

BORROW PIT TAKING-OVER CERTIFICATE

Date: _____

Borrow Pit Name and Number: _____

Location (road-km / GPS coordinates): _____

The above borrow pit shall only be handed over once **all of the listed criteria** have been met by the Contractor.

Item No.	Description	Comments	Complies Yes / No
1.	The floor is level and no man made topographical high or low points are present in the borrow pit		
2.	The site in and around the pit is clear of any illegal dumping of foreign material, spoils and construction waste		
3.	Gradients of the pit slopes are less than 18 degrees (1:3) and are finished perpendicular to the slopes to prevent water erosion		
4.	The slopes are covered with overburden/top soil, if available, with a thickness of not more than 300 mm		
5.	Available dead vegetation is placed on the slopes of the borrow pits		
6.	The berm of excess soil outside the pit is not higher than 1.0 m, sloped 1:3 and min. 3.0 m away from the edge of the pit and min. 9.0 m away from any structure		
7.	There are no walls or steps present in or around the borrow pit, if so, then the pit has been fenced off according to spec.		
8.	All alien vegetation has been removed from the floor, the slopes and berms of the pit		

Land Owner: _____
 (Name) (Signature)

Contractor: _____
 (Name) (Signature)

Consultant: _____
 (Name) (Signature)

Client: _____
 (Name) (Signature)

Section X - Contract Forms

Table of Forms

PARTNERSHIP CONTRACT 110

PARTNERSHIP CONTRACT

Between

.....

As the Civil Engineering (Main) Contractor, hereafter referred to as the “Contractor”

and

.....

As the Small Medium Entrepreneur Contractor, hereafter referred to as the “SME Contractor”

for the execution of

CONTRACT: W/ONB/RA-01/2026
The Labour-Based Construction of Gravel District Road
D3624: Omundaungilo to Omboloka (43 km) , in the Ohangwena

Region

1 DEFINITIONS AND INTERPRETATIONS

In this PARTNERSHIP CONTRACT, the following words and phrases shall have the meanings assigned to them hereunder, except where the context requires otherwise:

- (a) “Employer” means the Roads Authority;
- (b) “CONTRACT“ means the Contract entered into by this Partnership with the Roads Authority of Namibia;
- (c) “Contractor” means the Main Contractor, who will legally represent this Partnership in all dealings with the Employer and any other third-party;
- (d) “SME Contractor” means the Junior Partner, who will – under the guidance of the Main Contractor - execute the labour-based works on this project;
- (e) “Parties or Partnership” means the Main Contractor and SME Contractor, who have entered into this Partnership;
- (f) “Documents” means the all relevant documents issued by the Roads Authority for this Project.

2 PRINCIPLE OF PARTNERSHIP CONTRACT

The above two parties have agreed to enter into this PARTNERSHIP CONTRACT for the purpose of tendering for Contract No.: **W/ONB/RA-01/2026**

Should the tender be successful and the Roads Authority award the Contract, to this Partnership the parties hereby agree to conduct the Partnership as set out below.

3 GENERAL

- 3.1 The parties acknowledge that they are familiar with the DOCUMENTS of this Contract.
- 3.2 All conditions of the Main Contract – the Instructions to Bidders, Bidding Data, General and Special Conditions of Contract, etc. – are equally applicable to the SME Contractor and he will be jointly responsible for the observance of all conditions and rules applicable to the CONTRACT entered into between the Main Contractor and the Roads Authority.

- 3.3 The parties confirm and agree that they have priced their respective schedule of quantities and are satisfied that the works can be executed as priced.
- 3.4 The obligations of the Main Contractor in this Partnership are, to provide in terms of the CONTRACT –
- a) The Surety;
 - b) The Project Management;
 - c) Guidance and training to the SME Contractor;
 - d) The initial setting out of the road;
 - e) Execute all the works as set out in Schedule C of the Schedule of Quantities.
- 3.5 The obligations of the SME Contractor in this Partnership are –
- a) To recruit all task workers;
 - b) To employ the necessary supervisors;
 - c) To execute all labour-based activities as provided in Schedule A or B of the Schedule of Quantities;
 - d) To set out the tasks and supervise the labour-based activities;
 - e) To record and provide the Engineer with all and proper records as required in terms of the CONTRACT;
 - f) To pay his workers timely and correctly as agreed in the employment agreement entered into between the SME Contractor and the task worker.

4 ADMINISTRATIVE ISSUES

- a) Both Contractors will send a competent representative – contracts manager or site agent – to attend the monthly site meetings and/or any other meeting called for by the Engineer and/or Employer. Both contractors shall receive copies of the meeting minutes.
- b) All correspondence with the Engineer and/or Employer must be channeled through the office of the Main Contractor. The Main Contractor warrants that no unreasonable delays will take place in forwarding the correspondence of the SME Contractor.

- c) If the SME Contractor is of the opinion that he has a legitimate claim in terms of the CONTRACT, the Main Contractor will assist the SME Contractor in formulating his claim.
- d) The onus nevertheless rests with the SME Contractor that he follows the correct procedure and submits his claim(s) – if any – in terms of the DOCUMENTS and adheres to the time frames.

5 ASSIGNMENT AND SUB-LETTING

Neither the SME Contractor nor the Main Contractor will cede or delegate his rights and obligations in respect of the whole or part of this Partnership.

6 INSURANCES

- a) The Main Contractor will arrange for all insurances in terms of the CONTRACT – Clause 13 of the General Conditions of Contract refers.
- b) The SME Contractor will arrange his own insurance for tools, equipment and any transport used in the execution of his part of the project.
- c) Both Parties in the Partnership agree that there will be no regress by the one contractor against the other partner for loss and/or damage to tools, equipment and plant.

7 DAMAGES TO PROPERTY

- a) The Contractor will indemnify the SME Contractor against claims, losses or proceedings arising from damages to unknown services.
- b) The SME Contractor will accept responsibility for damages caused by his workers to known services and properties along the road reserve.

8 PROGRAMME AND EXECUTION OF WORKS

- a) The Parties agree that a programme of the works as required in terms of the CONTRACT will be jointly drawn up and submitted to the Engineer for approval. The Parties agree to jointly make any alterations as requested by the Engineer.
- b) The Parties agree to jointly revise and update the programme as and when requested by the Engineer.

- c) The programme shall be in a bar chart and provide the following information:
 - i) Starting and completion date of all major work operations;
 - ii) The volume of work to be executed under each operation;
 - iii) The number of tasks to be carried out for each operation;
 - iv) The number of workers required to successfully complete the work within the agreed time frame.

- d) Should one of the Parties fail to adhere to the agreed programme the following steps shall become applicable:
 - i) If – after discussions on site - the “Party in default” has not been able to put matters right within three (3) working days after discussions took place, a written notice shall be served by the other Party on the “Party in default”. The “Party in default” shall be given one (1) week to put matters right or submit proposals in what ways the problem(s) could be resolved.
 - ii) Both Parties agree that copies of the correspondence between the Parties will be submitted to the Engineer.
 - iii) Both Parties agree that all events on site will be properly recorded on a daily basis and will be verified by the Engineer’s site staff.
 - iv) Both Parties agree that the matter shall be referred to the Engineer in the event that the Parties cannot come to an agreement. The Engineer will make his recommendation within three (3) days after the matter has been referred to him.
 - v) If the Parties accept the recommendations and/or proposals by the Engineer the recommendations shall be included as an addendum to the Partnership Contract.

- e) Both Parties agree that whilst the issue(s) under point 8 d) above are under discussion and review the work on site shall carry on without hindrances and delays and prejudice to their rights.

- f) If the “Party in default” fails to take any steps to rectify the matter and/or stops all construction operations then the other party shall serve written notice on the “Party in default” that the Partnership Contract will be cancelled within two (2) weeks of this letter, unless the matter has been resolved within the two (2) week-period. The “Party in default” may not remove any plant, tools, equipment,

materials and incidentals of whatever nature from the site. The other Party shall have full rights and possession over all plant, tools, equipment, materials and incidentals of whatever nature until the successful completion of the CONTRACT.

9 DELAYS

- a) Both Parties agree that proper and detailed records relating to any delays of whatsoever nature will be kept on site. The Engineer's site staff shall daily verify these recordings, which is done merely to confirm what took place but shall not be construed as a judgement in one or the other direction.
- b) Both Parties agree to refer the matter of delay(s) to the Engineer for his ruling and/or recommendations. Should one Party and/or both Parties not be satisfied with the Engineer's reply they reserve the right to proceed with the claim for delay in terms of the CONTRACT.

10 MAINTENANCE AND DEFECTS

- a) Both Parties agree that the maintenance and defects clauses of the General Conditions of Contract are applicable to their respective work.
- b) Should one of the Parties fail to carry out the maintenance and defects repair on their respective work in terms of the CONTRACT the other Party shall have the right to carry out these works in order to complete the works in terms of the CONTRACT. The costs incurred by the Party carrying out the maintenance and defects repair shall be deducted from the retention monies still due to the other Party at the end of the maintenance period.

11 PAYMENTS

- a) The Main Contractor warrants that the SME Contractor will receive the monies due to him in terms of the approved monthly progress claims within 48 hours after he has received payment from the Roads Authority.
- b) The monthly progress claims and measurements of the works shall take place as laid down in the CONTRACT.
- c) The retention monies shall be deducted from the monies due to each Party based on the ratio of the tender value of their respective schedules.

12 TERMINATION

In the event of termination of the CONTRACT for whatever reason, the relevant clause of the General Conditions of Contract shall be applicable to the Partnership.

13 SETTLEMENT OF DISPUTES

Any dispute or difference of any kind whatsoever between the Parties of this Partnership shall be settled in the same manner provided for in the CONTRACT.

Thus signed and agreed on this day of 20 at

.....
For Main Contractor

.....
For SME Contractor

As Witnesses:

.....

.....