



ROADS AUTHORITY

BIDDING DOCUMENTS

Issued on: June 2026

For

Procurement of

**THE REMOVAL OF SAND FROM
ROADS: KEETMANSHOOP REGION –
ORANJEMUND CONTRACT AREA**

Procurement Reference No: W/ONB/RA-04/2026

Cost: N\$ 300.00

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REPUBLIC OF NAMIBIA

BID SUMMARY

ROADS AUTHORITY

PROCUREMENT REFERENCE NUMBER: W/ONB/RA-04/2026

SAND REMOVAL CONTRACT: KEETMANSHOOP REGION

Summary for Tender Opening Purposes

NAME OF TENDERER:.....

NUMBER OF CONTRACTS TENDERED FOR:

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

TENDER OPENING SUMMARY OF CONTRACT AREA'S			
LOT CODE	REGION	CONTRACT AREA	TOTAL <u>BID AMOUNT</u> N\$ (INCL. VAT)
SRU-KHP 02	Keetmanshoop	Karasburg/Oranjemund	

SIGNED ON BEHALF OF BIDDER:

DATE:.....

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Invitation for Bids (IFB)

THE REMOVAL OF SAND FROM ROADS: KEETMANSHOOP REGION

PROCUREMENT REFERENCE NUMBER:

W/ONB/RA-04/2026

Bids are invited through Open National Bidding (ONB) procedures for the ***Removal of Sand from Roads in the Keetmanshoop Region***. Participation in the bidding process shall be limited to citizens of Namibia only in accordance with Section 29(1)(a) of the Public Procurement Act 15 of 2015 that states: *A public entity may limit participation in open advertised bidding proceedings – to the citizens of Namibia.*

NO	CONTRACT AREA NO	REGION	CONTRACT AREA
1	SRU-KHP 02	Keetmanshoop	Karasburg/Oranjemund

Address for the Collection & Submission of Documents:	A set of complete documents with detailed specifications can be attained from: Procurement Management Unit 4th Floor Roads Authority Head Office Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek 08:00 – 17:00 (Monday – Friday)
Date of Issue	10 June 2026
Closing Date and Time:	25 June 2026 (No late submissions/offers will be accepted)
Opening of Bids	25 June 2026 at 11h30 Bids will be opened in the presence of the Bidder's representatives in attendance at: Roads Authority Head Office Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek
General	Roads Authority Head Office

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Enquiries:	Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek Email: <i>goresebL@ra.org.na</i> Tel: +264 61 284 7183
Bid Clarifications	All Requests for Clarifications should be addressed to <i>goresebL@ra.org.na</i> and reach the Purchaser not later than 14 days prior to the closing date for submission of bids. Late requests will NOT be responded to.
Pre-Bid Meeting	A pre-bid meeting will be held from 10:00 - 11:00 on 10 June 2026. Keetmanshoop Maintenance Regional Office.

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PART 1 – Bidding Procedures

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Section 1 - Instructions to Bidders

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:
- i. the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax,) with proof of receipt;
 - ii. if the context so requires, “singular” means “plural” and vice versa;
 - iii. “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.)

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

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

**4. Fraud and
Corruption**

4.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.

4.2 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

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

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

4.3 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : www.mof.gov.na/procurement-policy-unit

- 5. Eligible Bidders**
- 5.1 A Bidder may be a natural person, private entity, or government-owned entity or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 5.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

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- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

- 5.3
 - a) A bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified
 - b) Bids from contractors appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

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

6. Qualifications of Bidders

6.1 All bidders shall provide in Section III, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

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

- a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
- b) total monetary value of construction works performed for each of the last five years;
- c) experience in works of a similar nature and size for each of the last five years or as otherwise stated in the BDS; and clients who may be contacted for further information on those contracts;
- d) major items of construction equipment proposed to carry out the Contract;
- e) qualifications and experience of key site personnel and technical personnel proposed for the contract;
- f) report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies;
- 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;
- i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, the issues involved, the disputed amounts, and awards;
- j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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- 6.3 a) To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- b) Minimum average annual financial amount of construction work over the period specified in the BDS.
 - c) 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);
 - d) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;
 - e) 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
 - f) 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
 - g) 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

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.

Section VI – General Conditions of Contract

Section VII- Special Conditions of Contract

Section VIII - Contract Forms

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

8. Clarification of Bidding Document

8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.

The Employer will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline for submission of bids.

Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 10.

9. Site visit/Pre-bid meeting

9.1 Bidders, at the Bidders' own responsibility and risk, are encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing their Bids and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.

9.2 The Bidder or its designated representative is invited to attend a pre-bid meeting, as **provided for in the BDS**. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Document

10.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for submission of bids, if needed.

C. Preparation of Bids

11. Cost of Bidding

11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs

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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;
 - (d) Bidders must submit the following documentary evidence:
 - 1. Certified copy of a valid company Registration Certificate;
 - 2. An original or certified copy of a valid good Standing Tax Certificate;
 - 3. An original or certified copy of a valid good Standing Social Security Certificate;
 - 4. Certified copy of a valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 +of the Affirmative Action Act, 1998;
 - 5. This bid is not reserved for SME's. A bidder will not be disqualified for not being a SME.
 - 6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to Clause 52 of the General Conditions of Contract if it is awarded the contract or part thereof;
- 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** 16.1 The Contract shall be for the whole Works, as described

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- Discounts** in ITB Sub-Clause 1.1, based on the priced Activity Schedule/Bill of Quantities³ submitted by the Bidder.
- 16.2 Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities.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.
- 16.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by Bidders.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.

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

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

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

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

20. Bid Security/Bid Securing Declaration

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

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

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

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

21. Format and Signing of Bid

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

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follows:

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

22.2 The inner and outer envelopes shall:

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal, Substitution, and Modification of Bids

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

26. Bid Opening

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

26.2 The bidders' names, the Bid Prices, the total amount of each bid, any discounts, any alternative bid, bid modifications and withdrawals, the presence or absence

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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.

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- 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;

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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 <u>lowest evaluated bid and is substantially responsive to the Bidding Document, provided further</u> |
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that the Bidder is determined to be qualified to perform the Contract satisfactorily.

38. Notification of Award

38.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge, the Employer shall notify the selected Bidder, in writing, by a Notification of award for award of contract. The Notification of award shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of notification of award, the Purchaser shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

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

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

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

39. Signing of Contract

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

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

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

Section II - Bidding Data Sheet (BDS)

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Section II. Bidding Data Sheet (BDS)

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

A. General													
ITB 1 Scope of Bid													
ITB 1.1	The Public Entity herein referred to is: Roads Authority The Employer is: Roads Authority												
ITB 1.1	The name of the bidding process is: Open National Bidding (Works) as per Section 27 (1) (a) (i) read together with Section 29 (1) (a) of the Public Procurement Act, 15 of 2015. A public entity may limit participation in open advertised bidding proceedings - (a) to the citizens of Namibia. The identification number of the bidding process is: W/ONB/RA-04/2026 The name(s), identification code(s) of each Contract Area(s) included in this bidding process are listed below: <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #ffffcc;"> <th colspan="4">LIST OF CONTRACT AREAS</th> </tr> <tr style="background-color: #d3d3d3;"> <th style="text-align: left;"><u>NO</u></th> <th style="text-align: left;"><u>CONTRACT AREA</u></th> <th style="text-align: left;"><u>REGION</u></th> <th style="text-align: left;"><u>AREA</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">1</td> <td style="text-align: left;">SRU -KHP 02</td> <td style="text-align: left;">Keetmanshoop</td> <td style="text-align: left;">Karasburg / Oranjemund</td> </tr> </tbody> </table>	LIST OF CONTRACT AREAS				<u>NO</u>	<u>CONTRACT AREA</u>	<u>REGION</u>	<u>AREA</u>	1	SRU -KHP 02	Keetmanshoop	Karasburg / Oranjemund
LIST OF CONTRACT AREAS													
<u>NO</u>	<u>CONTRACT AREA</u>	<u>REGION</u>	<u>AREA</u>										
1	SRU -KHP 02	Keetmanshoop	Karasburg / Oranjemund										
ITB 1.1	The Roads Authority reserves the right to direct and determine the final award. An overview of the said process is outlined in following ITB 33.1 , and Sections III – Evaluation Criteria												
ITB 1.1	The name of the Project is: The Removal of Sand from Roads: SRU Contract in the												

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	Oranjemund Area in the KEETMANSHOOP Region.
ITB 1.2	<p>The Intended Completion Period is as follows:</p> <p>The Contract duration is: 36 Months</p> <p>Contract Starting Date: On the date of site handover Contract Completion Date: 36 months from the date of site handover</p>
ITB 2.1	The Funding Agency is: Road Authority of Namibia
ITB 5.1	At award stage and for the purposes of limiting the allocation of Contract Areas to a single Bidder, each Bid will be considered/evaluated on the bases of the natural persons exercising control of the Bid and/or juristic persons.
ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Namibia is available at http://www.mof.gov.na/procurement-policy-unit</p> <p>A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr.</p>
ITB 6.1	<p>The information required from Bidders in ITB Sub-Clause 6.1 is modified as follows:</p> <p>a) The preliminary description of the proposed work method and schedule, including drawings and charts, <u>is not required to be prepared nor submitted by the Bidders</u>. All work methods are described in these bidding documents and in the Bitumen Road Maintenance Manual (BRMM). Bidders are responsible to acquire their own copy of the BRMM <u>from the Employer – following award – through the office of the Regional Engineer.</u></p> <p>b) Bidders are required to complete all the forms and schedules including in Section IV, plus submit supporting documentation as requested.</p> <p>c) <u>Bidders to submit (with their Bid) a set of scanned documents (in soft copies USB or CD) of all required documents listed under ITB 6 and ITB 13. The said set of soft copies shall be enclosed in a clearly marked envelope for the attention of the Procurement Manager.</u></p>

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<p>ITB 6.2 (a)</p>	<p>In addition to the documents listed in ITB 6.2 (a), bidders shall include:</p> <ol style="list-style-type: none"> 1. Confirmation of locale through or by the following: - <ol style="list-style-type: none"> i. <u>A certified copy</u> of the valid fitness Certificate, or ii. <u>A certified copy</u> of the latest (not older than 2-months – from the date of 1st submission deadline) Municipal Bill that is either in the name of: <u>The Bidder</u> or in the individual name(s) of any of his/her partner(s) within the bidding entity, or iii. <u>A certified copy</u> of the valid fitness Certificate from the Ministry of Health and Social Services – in the event that the Bidder’s place of registration and operation falls outside a recognized municipal area, or iv. <u>A certified copy</u> of a lease agreement (older than six (6) - months – from the date of 1st submission deadline) – in the event that Bidder is a tenant. The required lease agreement must be accompanied by the Lessor’s latest Municipal Bill i.e. not older than 2-months – from the date of 1st submission deadline. 2. <u>Power of Attorney</u> signed by the Bidder, duly authorizing signatory to the Bid, accompanied by certified copies of IDs of signatories and acceptance of authority. 3. <u>Documentary Evidence</u> for each category in which the bidder wishes to be considered for margins of preference, as stipulated in Annexure 6 in BDS ITB 32.1. There are five (5) categories for exclusive preference for this bid, namely: <ul style="list-style-type: none"> - MSME - Women - Youth - PDP owned enterprise - Suppliers providing employment to Namibians <p><u>Please note: Copies from a certified copy shall not be acceptable, submission thereof shall be deemed non-responsive.</u></p>
<p>ITB 6.2 (b)</p>	<p>Bidders must state the total monetary value of construction <u>works performed / completed in any of a total of three (3) years within the last ten (10) years (i.e., any three years from 2015 to 2025); a minimum cumulative amount of:</u></p>

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	<p>N\$ 7,000,000.00</p> <p>Bidders must provide references of clients / employers (i.e., <i>in the cases of Bidders who participated in these projects in their capacity of Sub-contractor the reference letters must come from the Employer <u>addressed to the Main Contractor; and listing the sub-contractor(s) under them as well as indicating the works executed by the said Sub-Contractor</u></i>) who may be contacted for further information on those contracts. As a form of references the Bidder shall provide the following information:</p> <ol style="list-style-type: none"> 1. A signed letter and/or completion certificate from previous clients/employers or their representative(s) explicitly expressing information as it relates to the following for the works: - <ol style="list-style-type: none"> i. Contract duration, ii. Brief description of the works, iii. Approved contract price (as required in BDS 6.2 (a), and iv. Contract size and/or complexity (if applicable).
<p>ITB 6.2 (c)</p>	<p>Bidder must submit evidence of experience in works of a similar nature and size <u>with a total combined minimum of three (3) years over the past ten (10) years (i.e. total number of contracts of similar nature to add up to three (3) years over the last 10-years)</u> should be experiences in any of the following:</p> <ul style="list-style-type: none"> • Sand removal from roads, • Sand track blading, or • Blading of gravel roads. <p>Bidders must provide references of clients / employers (i.e., <i>in the cases of Bidders who participated in these projects in their capacity of Sub-contractor the reference letters must come from the Employer <u>with a total combined minimum of three (3) years over the past ten (10) years (i.e. total number of contracts of similar nature to add up to three (3) years over the last 10-years)</u></i>) who may be contacted for further information on those contracts. As a form of references the Bidder shall provide the following information:</p> <ol style="list-style-type: none"> 1. A signed letter and/or completion certificate from previous clients / employers or their representative(s) explicitly expressing information as it relates to the following for the works: -

	<ul style="list-style-type: none"> i. <i>Contract duration,</i> ii. <i>Brief description of the works,</i> iii. <i>Approved contract price, and</i> iv. <i>Contract size length of road (if applicable).</i>
<p>ITB 6.2 (d)</p>	<p>The Bidder must submit a list (i.e., assets register) of all plant and equipment to be used on the works, the said list / asset register shall indicate the source or form of acquisition namely:</p> <ul style="list-style-type: none"> i. Ownership, ii. Lease or hire, or iii. Rent. <p>Additionally, the Bidder is to fully complete the sample form in Section IV – Bidding Forms, Part E3. (The Bidders are advice to produce copies of the said forms to ensure all plant and equipment are captured at and for Bid submission).</p> <p>With (and inclusive of) the above list / asset register of plant and equipment, <u>proof of ownership is only required for plant and/or equipment registrable with NaTIS.</u></p> <p>In addition, an asset register for any other equipment should be provided. Herein under, is the complete list of all plant and equipment to feature in the list / asset register and where necessary a certified copy of the <u>Certified copy of NaTIS Registration Certificate</u> must to be availed:</p> <p>For SRU-KHP02 (Oranjemund):</p> <p>A. <u>Continuous operational plant</u></p> <ol style="list-style-type: none"> 1. One TLB (Accompanied by a valid <u>NATIS Registration Certificate</u> as Proof ownership). 2. One 4x4 LDV complying with the specification (Accompanied <u>by a valid NATIS Registration Certificate</u> as proof of ownership). 3. Temporary Road Traffic Signs as specified. 4. Various tools: Slashers, shovels, rakes, brooms, hay forks, gloves, sharpeners for slashers, etc 5. Tipper Trucks: Min size 7 ton (Accompanied by a valid <u>NATIS Registration Certificate</u> as Proof ownership).

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	<p>B. <u>Optional plant</u> (if and when needed) to be listed in the asset Register:</p> <p>6. 6. Water Truck</p> <p>7. 10 Ton Vibration Roller</p> <p>It should be noted that the following information and required proofs as it relates to the other forms of sourcing plant and equipment shall ensue:</p> <p>i. <u>Lease / hire</u>: – Letter of intent to hire from a reputable lease of hire company. The letter must explicitly express the plant and equipment to be leased or hired by the Bidder.</p> <p>ii. <u>Rent (Private individuals)</u>: – the letter of intent or proposed rental agreement should be accompanied by a proof ownership (Certified copy of NaTIS Registration Certificate) by the lessor.</p>
<p>ITB 6.2 (e)</p>	<p>The Bidder shall submit a Curriculum Vitae (CV) of the following key site and technical personnel. The CV shall highlight the experiences and their specific roles:</p> <p>1. Contract Manager / Supervisor – At least <u>3 years'</u> experience in a supervisory and/or contracts management role for any of:</p> <p>i. Routine Maintenance of Bitumen Roads project, ii. Roads Construction project (to Bitumen standard), iii. Civil and/or Municipal engineering services or iv. Building construction.</p> <p>a) Minimum Educational Qualification of Grade 12 (Certified copies should accompany the Contractor's Bid)</p> <p>2. Foreman – At least 5 years' experience as a foreman for a:</p> <p>i. Sand removal from Road's project, or ii. Road Maintenance project.</p> <p>a) Minimum Artisanal Qualification Level 3 in either of the following two (2) trades (Certified copies should accompany the Contractor's Bid):</p> <ul style="list-style-type: none"> • Artisanal Trade in Building & Civil Engineering (N3) <p>It should be <u>noted</u> that all CV(s) of the key personnel listed above</p>

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	<p>must be accompanied by <u>an original signed letter of consent</u> including a certified copy of the owner’s (i.e., <u>being the key personnel and owner of the CV</u>) Namibian National Identity Document (Nam, ID).</p> <p>The said letter of consent should be addressed to the Bidder with the correct <u>Roads Authority Bid References</u>.</p> <p><u>Please note: Copies extracted from a certified copy shall not be acceptable, and submission thereof shall be deemed non-responsive.</u></p>
<p>ITB 6.2 (f)</p>	<p>Reporting on the financial standing of the Bidder’s (firm); the Bidder shall submit the appropriate documentation as listed below:</p> <ul style="list-style-type: none"> • For <u>Close Corporations</u> (i.e., CCs), the Bidder shall submit Annual Financial Statements of the firm for the <u>last three (3) years</u>. • For <u>Private Proprieties</u> (i.e., PTY (Ltd)): certified copies of Audited Financial Statements as filed at the Registrar of Companies of the <u>last three (3) years</u>.
<p>ITB 6.2 (g)</p>	<p>The Bidder must submit evidentiary proof of working capital in the form of:</p> <ol style="list-style-type: none"> 1. Access to lines of credit, and/or 2. Availability of other financial resources i.e., liquid assets and/or 3. A three (3) Months Bank Statements (not older than three (3) months from date of 1st submission) with an average amount of N\$ 300,000.00 over the indicated period. <p>The evidentiary proof must be in the form of an actual approved letter of credit facility or a <u>conditional</u> letter of intent. The letter of approved credit facility must be (signed and stamped bank) from an approved financial institution (Commercial Bank or Financial Investment Institution) and shall explicitly include the following content therein:</p> <p><u>For SRU-KHP02 (Oranjemund):</u></p> <ol style="list-style-type: none"> i. The maximum amount (and / or a min of N\$ 300 000.00) for the credit facility.

	<p>ii. The maximum amount (and / or a min of N\$ 300 000.00) of liquid assets less any encumbered assets.</p> <p>The minimum amount of working capital to be availed shall be N\$ 300,000.00 for SRU-KHP02 (Oranjemund) Contract.</p> <p><u>Please note: Copies extracted from a certified copy shall not be acceptable, and submission thereof shall be deemed non-responsive.</u></p>
ITB 6.2 (h)	The Bidder <u>shall submit a written permission for the Employer to seek references from the Bidder's Bankers for any clarification.</u>
ITB 6.2 (i)	The Bidder shall where applicable provide information regarding any litigation, current or during the last five years , in which the Bidder or any of its partners was/were/is involved, the parties concerned, the issues involved, the disputed amounts, and awards.
ITB 6.2 (j)	The Bidder is not required to submit any proposal for subcontracting components of the works. The Bidder shall submit a written undertaking that none (0) of the works in this Contract shall be subcontracted to a third party, unless otherwise so discussed and agreed in writing with the Employer.
ITB 6.3 (a)	The Contractor must have a minimum average annual financial amount of construction of N\$ 1 500 000.00, for any of two (2) years over last ten (10) years.
ITB 6.3 (b)	<p>Bidders must submit a complete list of past experience and references <u>with a total combined minimum of three (3) years over the past ten (10) years (i.e. total number of contracts of similar nature to add up to three (3) years over the last 10-years)</u> in similar projects including <u>any</u> of the activities listed below:</p> <ul style="list-style-type: none"> i. Sand removal from roads ii. Blading of gravel roads or iii. Road Maintenance Works of similar size and complexity. <p>Note: <u>References submitted must conform to ITB 6.2 (c).</u></p>
ITB 6.3 (c)	To qualify for award of the Contract the Bidder must indicate (as per Also see BDS ITB 6.2 (d)) the proposal for the timely acquisition (namely: own, lease, hire etc.). The essential equipment to be made available for the Contract by the successful Bidder shall be

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compliant with the requirements of the Standard Specification, the Project Specification.

List of plant and equipment as may be specified in the Bill of Quantities for each respective Contract Area, all complying with the Specification:

For SRU-KHP02 (Oranjemund):

a) Mandatory / Compulsory with proof as indicated in BDS ITB 6.2 (d) Plant:

1. One TLB (Accompanied by a valid **NATIS Registration Certificate** as Proof ownership).
2. One 4x4 LDV complying with the specification (Accompanied **by a valid NATIS Registration Certificate** as proof of ownership).
3. Temporary Road Traffic Signs as specified.
4. Various tools: Slashers, shovels, rakes, brooms, hay forks, gloves, sharpeners for slashers, etc
5. Tipper Trucks: Min size 7 ton (Accompanied **by a valid NATIS Registration Certificate** as proof of ownership).

- Optional plant (if and when needed) to be listed in the asset Register: Water Truck 10 Ton Vibration Roller

The Bidder is to note the following as it relates to the time acquisitions:

- i. Ownership – provide the necessary documents as per BDS ITB 6.2 (d),
- ii. Lease / hire – Letter of intent to hire from a reputable lease of hire company. The letter must explicitly express the plant and equipment to be leased or hired by the Bidder.
- iii. Rent (Private individuals) – the letter of intent or proposed rental agreement should be accompanied by a proof ownership by the lessor. The said proof shall reflect those indicated in BDS ITB 6.2 (d)

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ITB 6.3 (d)	<p>1. Contract Manager / Supervisor – At least <u>3 years</u>' experience in a supervisory and/or contracts management role for any of:</p> <ol style="list-style-type: none"> i. Routine Maintenance of Bitumen Roads project, ii. Roads Construction project (to Bitumen standard), iii. Civil and/or Municipal engineering services or iv. Building construction. <p>a) Minimum Educational Qualification of Grade 12 (Certified copies should accompany the Contractor's Bid)</p> <p>2. Foreman – At least 5 years' experience as a foreman for a:</p> <ol style="list-style-type: none"> i. Sand removal from Roads project, or ii. Roads Maintenance project. <p>a) Minimum Artisanal Qualification Level 3 in either of the following two (2) trades (Certified copies should accompany the Contractor's Bid):</p> <ul style="list-style-type: none"> • Artisanal Trade in Building & Civil Engineering (N3) <p>It should be noted that all CV(s) of the key personnel listed above must be accompanied by <u>an original signed letter of consent</u> including a certified copy of the owner's (i.e. <u>being the key personnel and owner of the CV</u>) Namibian National Identity Document (Nam, ID).</p> <p>The said letter of consent should be addressed to the Bidder with the correct <u>Roads Authority Bid References</u>.</p> <p><u>Please note: Copies extracted from a certified copy shall not be acceptable, and submission thereof shall be deemed non-responsive.</u></p>
ITB 6.3 (e)	<p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be:</p> <p>N\$ 300,000.00 for SRU-KHP 02 (Oranjemund) Contract.</p>
B. Bidding Documents	
ITB 8.1	<p>The Public Entity's address for clarification is:</p> <p>Mr. Lucky Goreseb</p> <p>Email: goreseb1@ra.org.na</p>

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	<p>Tel: +264 61 284 7183</p> <p>Roads Authority, Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek</p> <p><i>Requests for clarification must be received by the Employer at least 14 days prior to the deadline for submission of bids.</i></p>
<p>ITB 9.2</p>	<p>A pre-bid meeting will be held from 10:00 - 11:00, on 10 June 2026. The venue shall be communicated.</p>
<p>ITB 10.1</p>	<p><u>At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda and may extend the deadline for submission of bids, if needed.</u></p>
<p>C. Preparation of Bids</p>	
<p>ITB 13.1 (d)</p>	<p>3. For purposes of this Bid a <u>valid</u> Good Standing Social Security Commission (SSC) shall entail the following:</p> <p style="padding-left: 40px;">i. The SCC Good Standing Certificate shall bear on it this Bid Reference No.: W/ONB/RA-04/2026</p>
<p>ITB 14.1</p>	<p>The Bid Submission Form, Schedules, and all documents listed under ITB 13.1 shall be prepared using the relevant forms and / or by submitting the required documentation, as follows:</p> <p>(a) The binding of the bidding documents must remain intact and no portion of the documents may be detached.</p> <p>(b) This bidding document, all certificates, schedules and forms included in the bid must be completed in black ink, <u>signed & initialed by the authorized signatory</u>.</p> <p>(c) Alterations to information or figures already entered must be effected by crossing out the incorrect information, entering the corrected information alongside the amendment and thereafter initialed by the authorized signatory.</p> <p>(d) Erasure and/or the use of masking fluids are not permitted.</p> <p>(e) The Bidder shall bind all the required supporting documents, in the sequence in which they are requested, together with a suitable <i>Table of Contents</i> page, into a separate 'Book of Supporting Documentation', clearly stating the: (1) Name of the Bidder, (2) Name of the Contract and (3) Contract Number on the Cover page. The 'Book of Supporting Documentation' shall be</p>

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	<p>submitted together with the Bidding Documents <u>inside the same envelope</u>.</p> <p>(f) All bid prices, rates and amounts are to be entered into the appropriate Bill of Quantities included in Section IV of the <u>bidding documents</u>. In addition, relevant portions of the Bill of Quantities (including bid prices, rates and amounts and all official format (provided on request via e-mail)), shall be printed, signed in black ink and bound into the “Book of Supporting Documentation”.</p> <p>(g) Furthermore, the bidder’s final electronic Bill of Quantities (in excel format) shall be uploaded to a unique shared repository issued by the employer at the time of document purchase/collection via an email notification.</p> <ul style="list-style-type: none"> • Additionally, one electronic version of the Bill of Quantities (using the official format) shall also be submitted on a Compact Data Disc (CD) or USB “flash” stick together with the Bid. <p>(h) In such cases, that the existing Bill of Quantities pages included in Section IV of the Bidding Document need not be filled in by hand, they must however be endorsed with ‘as per attached’, initialed and signed and must remain in the Bidding Document. No other priced document will be acceptable <i>unless it is provided (in hard copy and /or electronically) in terms of a Notice to Bidders or Amendment of the Bidding Document issued before the deadline for the submission of bids.</i></p>
ITB 15.1	Alternative Technical Proposals shall not be allowed.
ITB 17.1	The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract.
ITB 17.2	Interim Payment for Plant and Material on site “is not” applicable.
ITB 19.1	The Bid shall be valid for 180 days after the deadline set for the submission of bid, the deadline being counted as day one of the validity period.
ITB 20.1	The Bidder shall furnish to a Bid Securing Declaration in its original form as part of its bid.
D. Submission and Opening of Bids	

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ITB 21.1	In addition to the original of the bid, the number of copies is: <u>zero (0).</u>
ITB 23.1	The deadline for submission of bids shall be: 25 June 2026 at 11h00 AM
ITB 23.1	The Employer’s address for the purpose of Bid submission is: Procurement Management Unit Roads Authority Head Office c/o Mandume Ndemufayo Avenue and David Hosea Meroro Road Bid Box Ground Floor, Windhoek
ITB 26.1	The bid opening shall take place at the following venue: Roads Authority, Corner Mandume Ndemufayo Avenue & David Hosea Meroro Road, Windhoek Date: 25 June 2026 Time: 11h30 AM

E. Evaluation and Comparison of Bids

ITB 32.1	<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 on preferences referred to in Section 71 and 72 of the Public Procurement Act, 2015 (Act No. 15 of 2015).</u></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 - 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>
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CODE OF 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.

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<p>5. Amounts for exclusive preferences</p> <p>(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.</p> <p>(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.</p> <p>PART 3 QUALIFICATION CRITERIA FOR EXCLUSIVE AND NATIONAL PREFERENCES</p> <p>7. Qualification criteria for exclusive preference to local suppliers</p> <p>The Board or public entity must give exclusive preference to a bidder who –</p> <p>(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.</p> <p>9. Margins of preference applicable for exclusive preference to local suppliers</p> <p>(1) The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is 10%.</p> <p>(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.</p> <p><u>(3) A bidder must include a declaration in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.</u></p> <p>(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:</p> $A = \frac{MP \times BP}{100}$ <p>in which formula -</p>

- 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.
Locale ⁽¹⁾	A bidder whose place of business is within the Roads Authority Maintenance Region.

Note 1: A Roads Authority Requirements.

Annexure 6			
CATEGORY OF BIDDER	OF	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</i>

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		SSC and accompanying IDs of Employees.
Locale ⁽²⁾	3 percent	- A Bidder providing proof of locale as stipulated in BDS 6.2 (a).
Total	10 percent	

Note 2: A Roads Authority Requirements.

Locale:

Preferences, shall be given to suppliers in the Region where the works is required. Preference will be in the form of a 3% (of the available 10%) Price Preference on the Bidder’s Total Cost for those who have submitted a substantially responsive Bid.

With respect of the above directive a Margin of Preference shall apply accordingly:

(a) The bidder shall qualify for a three percent (3%) Price Preference on the Bidder’s Total Cost for being based in the Region (in the case the Roads Authority’ Maintenance Region i.e. Keetmanshoop Region) or locality where the contract works is required.

Locality is expanded on as follows:

In order to extend economic opportunities and entrepreneurial capacity to all localities by the optimum utilization and development of the resources existing in the proximities of projects it is important to maximize the amount of project funds retained within the project locality. Preference is thus given to Bidders who are resident within the Contract Area or Region for which they are bidding. In order to qualify for the local community preference Bidders are requested to submit certified copies of the documents as highlighted in BDS 6.2 (a).

F. Award of Contract

ITB 40.1	The Standard Form of Performance Security acceptable to the Public Entity shall be “a Bank Guarantee”. The Bank guarantee shall be 10% of the contract price inclusive of provisional and contingencies sum and VAT.
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	The Bank Guarantee shall be unconditional on demand.
ITB 41.1	Advance payments are <u>not</u> applicable for this Contract.
ITB 42.1	Interim Payment for Plant and Material on site " is not " applicable.

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Section III – Evaluation Criteria

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Section III - Evaluation Criteria

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

1. EVALUATION

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

(a) Application of Evaluation Procedure

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

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

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evaluated for each substantively responsive Bid (i.e. those determined in i) and ii) above) in respect of each Contract Area in order to determine whether or not the bid rates and amounts comply with the requirements of Sub-Clause ITB 33.4 of the Instructions to Bidders (ITB) as outlined in (b) 'Unbalanced Rates and Benchmark Rates' below.

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

- v. **Fifthly**, a percentage (%) price preference factor for local content and ownership will be applied as explained in BDS **ITB 32.1** above. The adjusted bid price shall be termed the **Bid Amount** and shall only be used for further evaluation purposes only – at award and contract signing the arithmetically corrected amount should be in use.
- vi. **Sixthly**, the ***Bidders will be rated in ascending order*** according to their respective ***Bid Amounts*** per each Contract Area in such a way that the Bidder with the lowest compliant Bid Amount is rated the highest and the Bidder with the highest compliant Bid Amount is rated the lowest with regard to any Contract Area. ***The Bidders with the highest Rating for each Contract Area will be recommended***, provided that in cases where the highest-rated Bidder in a given Contract Area has already been recommended for another Contract Area, the second-highest rated Bidder will be recommended, and so on.
- vii. **Seventhly**, the Employer shall award a maximum of only one (1) single contract (One Contract Areas) per successful Bidder, in case of more than one Contract Area:
 - **Routine Maintenance of Bitumen roads in respect of Sand Removal** – in the Karasburg / Oranjemund Contract Area (i.e., SRU-KHP 02); and

In cases where there are insufficient responsive Bidders remaining with respect to any given Contract Area; and where the Employer has exhausted all discretionary measures and thus satisfying himself with such. The Employer may recommend the highest-rated Bidder for more than one Contract Area (i.e., award 'Multiple Contracts' to the same Bidder) across

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the two (2) Contract Areas; this being on condition that the recommended Bidder has exhaustively demonstrated sufficient excess capacity available to honor his / her contractual obligations. This means that 'Multiple Contracts' shall only be awarded to the same Bidder on condition that the 'Financial Capacity Ceiling' (as per Section IV Part B2) of the recommended Bidder is not exceeded, as well as having complied with BDS ITB 6.3 (e) for every additional allocation.

- viii. ***Eighthly***, in cases ***where the recommended Bidder fails to sign the Contract Agreement*** in terms of Sub-Clause ITB 40.1 and 40.2 of the Instructions to Bidders (ITB) for whatever reason (e.g. in cases where a recommended Bidder fails to submit a Performance Guarantee in terms of Sub-Clause SCC49.1 of Section VII 'Special Conditions of Contract'), or where the Contract is terminated in terms of Clause 57 of Section VI 'General Conditions of Contract', ***the next highest rated Bidder will be recommended, and so on.***

Each Contract Area is regarded as a separate single Contract and will be evaluated separately, regardless of the fact that these Contract Areas have been included in the same Bidding Document. Subsequently the final allocation and award thereof shall be determined by the Employer and as outlined in item (i to vi) above.

Bidders may submit bids for any number of Contract Areas using the same Bidding Document.

(b) Unbalanced Rates and Benchmark Rates

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

- i. Bidders whose Bid Prices vary by more **than 15% up or 10 % down** from the respective Standard 'Benchmark' Price(s) calculated for any given Contract Area shall be deemed to be non-compliant and shall be rejected as far as that specific Contract Area is concerned. By ensuring that contracts are signed at reasonable rates the Employer will ensure that the risk of default will be reduced.
- ii. If any bid is seriously unbalanced, front loaded or substantially above or below updated estimates or if any item

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in the Bill of Quantities is front loaded or contains an erroneous amount in the opinion of the Employer, the Employer may reject the bid or direct that it be balanced or corrected for the error.

(c) Standard Benchmark Price for Evaluation

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

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

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

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

Where:

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

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

a) Adequacy of Technical Proposal

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

b) Multiple Contracts

In terms of Sub-Clause ITB 33.3 of the Instructions to Bidders (ITB), 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 Sub-Clause 1 (a) with specific references to Sub-Clause 1 (a) (vi).

c) Completion Time

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

d) Technical Alternatives

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

e) Margin of Preference

With respect ITB 32.1 and as expanded on in BDS ITB 32.1 the following Margin of Preference shall apply accordingly:

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

- i. The bidder shall qualify for a Margin of Preference of up-to a maximum of 10% percent on the Bidder's Total Cost for all criteria highlighted in BDS ITB 32.1.

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

a) Administrative Examination of Bids

#	Description and ITB/BDS References	Yes	No
1	Bidder has submitted the duly filled in, signed, stamped, and dated Bid Submission Sheet Form; (ITB Sub-clause 14)		
2	Bidder has submitted the duly filled in, signed, stamped, and dated Bid Securing Declaration is in accordance with ITB Clause 20		
3	Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so (ITB Sub-clause 21.2); Also see Form ELI 1.1 of PART 1: Section IV-Bidding Forms (page 15)		
4	Original and all copies of the bid are typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder (ITB Sub-clause 21.2)		
5	Are all pages of the bid (being supporting documents and bidding forms of the bidding document), are signed or initialed by the person duly authorized to sign the bid (ITB Clause 21.2)?		
6	Bid is written in English language (ITB Clause 12)?		
7	Offered period of validity of the bid is in line with the period stipulated in ITB Sub-clause 19?		
	OVERALL <u>ADMINISTRATIVE COMPLIANCE</u>		

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

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b) Legal Admissibility Evaluation Grid:

#	Description and ITB/BDS References	Yes	No
1	<p>Does the bidder meet the requirement of Section 29(1)(a) "...to the citizens of Namibia...." of the Public Procurement Act, 2015 (Act No. 15 of 2015)?</p> <p>(Bidders (Owners) have provided valid proof of citizenship, certified by the Namibian Police or a Commissioner of Oath and in the case of Joint Ventures (JV), each party to the JV are Namibian citizens and have provided proof as required above).</p> <p>(ITB Sub-clause 1.1)</p>		
2	<p>Has the bidder submitted a certified copy of company registration / founding or amended statement?</p> <p>For JV each partner must comply. (ITB Sub-clause 13.1 (d) 1)</p>		
3	<p>Has the Bidder submitted an original or certified copy of valid good Standing TAX Certificate?</p> <p>For JV each partner must comply. (ITB Sub-clause 13.1 (d) 2)</p>		
4	<p>Has the Bidder submitted an original or certified copy of valid good Standing Social Security Certificate?</p> <p>For JV each partner must comply. (ITB Sub-clause 13.1 (d) 3 to be read together with the corresponding clause of the BDS)</p>		
5	<p>Bidder have a copy of a valid certificate of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, of 1998.</p> <p>For JV each partner must comply.</p>		
6	<p>Is an undertaking on the part of the Bidder that the salaries and</p>		

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	<p>wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General Conditions of Contract if it is awarded the contract or part thereof been signed?</p> <p>For JV each partner must comply.</p>		
7	<p>In case of JV, Bidder has submitted the following additional documentation:</p> <p>a. Duly signed joint venture agreement outlining the following:</p> <ul style="list-style-type: none"> i. Roles and Responsibilities of each party. The Roles and Responsibility of each party shall not be altered at any point without the written consent of the employer ii. That there will be a JV's bank account iii. Percentages of partners in the JV and iv. That the partners are jointly and severely liable <p>b. Power of attorney for the signatory of the joint venture: In the case of intended Joint Ventures (JV) has the bidders submitted a duly signed letter of intent by all parties to the JV outlining the above requirements in (i) to (iv)?</p> <p>(Existing JVs shall comply with the above requirements; as well as Single and Lead Partner for a new JV)</p>		
OVERALL <u>LEGAL</u> COMPLIANCE			

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

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c) Technical Evaluation Criteria:

#	Description and ITB/BDS References	Yes	No
1	<p>In addition to the documents listed in ITB 6.2 (a), bidders shall include:</p> <ol style="list-style-type: none"> 1. Confirmation of locality through or by the following: - <ol style="list-style-type: none"> i. <u>A certified copy</u> of the valid fitness Certificate, or ii. <u>A certified copy</u> of the latest (not older than 2-months – from the date of 1st submission deadline) Municipal Bill that is either in the name of: <u>The Bidder</u> or in the individual name(s) of any of his/her partner(s) within the bidding entity, or iii. <u>A certified copy</u> of the valid fitness Certificate from the Ministry of Health and Social Services – in the event that the Bidder’s place of registration and operation falls outside a recognized municipal area, or iv. <u>A certified copy</u> of a lease agreement (not older than six (6) -months – from the date of 1st submission deadline) – in the event that Bidder is a tenant. The required lease agreement must be accompanied by the Lessor’s latest Municipal Bill i.e. not older than 2-months – from the date of 1st submission deadline. <p>NB: Please note that with respect to being <u>eligible to benefit from a margin of preference for locality as per BDS-ITB 32.1</u>; a Bidder <u>shall be considered for only one locality within any of Roads Authority Maintenance Region across the five (5) Maintenance Region being Keetmanshoop Region, Windhoek Region, Otjiwarongo Region, Oshakati Region and Rundu Region.</u></p> <p>As such this bid limits the Bidder to <u>confirm only one locality</u> through the four (4) possible <u>forms</u> indicated in <u>1 (i) to (iv) above</u>: for all the five (5) Maintenance Regions i.e. Keetmanshoop Region, Windhoek Region, Otjiwarongo Region, Oshakati Region and Rundu Region.</p> <p>Further note, in the event that the Bidder <u>submits multiple confirmations of locale</u>: <u>the locale on the Bidders Company Registration shall take precedence.</u></p> <ol style="list-style-type: none"> 2. <u>Power of Attorney</u> signed by the Bidder, duly authorizing signatory to the Bid, accompanied by certified copies of IDs of signatories and acceptance of authority. 		

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	<p><u>Please note: Copies from a certified copy shall not be acceptable, submission thereof shall be deemed non-responsive.</u></p> <p><i>Ref. BDS Clause 6.2 (b).</i></p>		
<p>2</p>	<p>Bidders must state the total monetary value of construction <u>works performed in any of a total of five (5) years within the last ten (10) years (i.e. any five years from 2015 to 2025);</u> being an amount not less than:</p> <p><u>N\$ 9,000,000.00</u></p> <p><i>Ref. BDS Clause 6.2 (b).</i></p>		
<p>3</p>	<p>Bidder must submit evidence of experience in works of a similar nature and size with a total combined minimum of three (3) years over the past ten (10) years (i.e. total number of contracts of similar nature to add up to three (3) years over the last 10-years) should be experiences in either of any of the following:</p> <ul style="list-style-type: none"> i. Sand removal from roads ii. Blading of gravel roads or iii. Road Maintenance Works of similar size and complexity. <p><i>Ref. BDS Clause 6.2 (c).</i></p>		
<p>4</p>	<p>Has the Bidder submitted a list (i.e. assets register) of all plant and equipment to be used on the works, the said list / asset register shall indicate the source or form of acquisition namely:</p> <ul style="list-style-type: none"> i. Ownership, ii. Lease or hire, or iii. Rent. <p>Additionally, the Bidder is to fully complete the sample form in Section IV – Bidding Forms, Part E3. (The Bidders are advice to produce copies of the said forms to ensure all plant and equipment are captured at and for Bid submission).</p> <p>With (and inclusive of) the above list / asset register of plant and equipment, <u>proof of ownership is only required for plant and/or equipment registrable with NaTIS.</u></p> <p>In addition, an asset register for any other equipment should be</p>		

	<p>provided. Herein under, is the complete list of all plant and equipment to feature in the list / asset register and where necessary a certified copy of the <u>Certified copy of NaTIS Registration Certificate</u> must to be availed:</p> <p>For SRU-KHP02 (Oranjemund):</p> <p>A. Continuous operational plant</p> <ol style="list-style-type: none"> 1. One TLB (Accompanied by a valid NATIS Registration Certificate as Proof ownership). 2. One 4x4 LDV complying with the specification (Accompanied by a valid NATIS Registration Certificate as proof of ownership). 3. Temporary Road Traffic Signs as specified. 4. Various tools: Slashers, shovels, rakes, brooms, hay forks, gloves, sharpeners for slashers, etc 5. Tipper Trucks: Min size 7 ton (Accompanied by a valid NATIS Registration Certificate as Proof ownership). <p>B. Optional plant (if and when needed) to be listed in the asset Register:</p> <ol style="list-style-type: none"> 6. Water Truck 7. 10 Ton Vibration Roller <p>It should be noted that the following information and required proofs as it relates to the other forms of sourcing plant and equipment shall ensue:</p> <ol style="list-style-type: none"> i. <u>Lease / hire</u>: – Letter of intent to hire from a reputable lease of hire company. The letter must explicitly express the plant and equipment to be leased or hired by the Bidder. ii. <u>Rent (Private individuals)</u>: – the letter of intent or proposed rental agreement should be accompanied by a proof ownership (Certified copy of NaTIS Registration Certificate) by the lessor. <p><i>Ref. BDS Clause 6.2 (d).</i></p>		
<p>5</p>	<p>The Bidder shall submit a Curriculum Vitae (CV) of the following key site and technical personnel. The CV shall highlight the experiences and their specific roles:</p> <ol style="list-style-type: none"> 1. Contract Manager / Supervisor – At least <u>3 years'</u> experience in a supervisory and/or contracts management role for any of: <ol style="list-style-type: none"> i. Routine Maintenance of Bitumen Roads project, ii. Roads Construction project (to Bitumen standard), iii. Civil and/or Municipal engineering services or iv. Building construction. 		

	<p>a) Minimum Educational Qualification of Grade 12 (Certified copies should accompany the Contractor’s Bid)</p> <p>2. Foreman – At least 5 years’ experience as a foreman for a:</p> <ul style="list-style-type: none"> i. Sand removal from Roads project, or ii. Roads Maintenance project. <p>a) Minimum Artisanal Qualification Level 3 in either of the following two (2) trades (Certified copies should accompany the Contractor’s Bid):</p> <ul style="list-style-type: none"> • Artisanal Trade in Building & Civil Engineering (N3) <p>It should be noted that all CV(s) of the key personnel listed above must be accompanied by <u>an original signed letter of consent</u> including a certified copy of the owner’s (i.e., <u>being the key personnel and owner of the CV</u>) Namibian National Identity Document (Nam, ID).</p> <p>The said letter of consent should be addressed to the Bidder with the correct <u>Roads Authority Bid References</u>.</p> <p><u>Please note: Copies extracted from a certified copy shall not be acceptable, and submission thereof shall be deemed non-responsive.</u></p> <p>Conformation to <u>BDS Clause 6.2 (e)</u> as it relates to letters of consent shall ensure.</p> <p><i>Ref. BDS Clause 6.2 (e).</i></p>		
6	<p>The Bidder shall submit the appropriate financial documentation as listed below:</p> <ul style="list-style-type: none"> • For <u>Close Corporations</u> (i.e. CCs), the Bidder shall submit Annual Financial Statements of the firm for the <u>last five (5) years</u>. • For <u>Private Proprieties</u> (i.e. PTY (Ltd)): certified copies of Audited Financial Statements as filed at the Registrar of Companies of the <u>last five (5) years</u>. <p><i>Ref. BDS Clause 6.2 (f).</i></p>		
7	<p>The Bidder shall submit evidentiary proof of working capital in the form as indicated in:</p>		

	<p><i>Ref. BDS Clause 6.2 (g).</i></p> <p>The minimum amount of working capital to be availed shall be N\$ 300,000.00 for SRU-KHP 02 (Oranjemund) Contract.</p> <p><u>Also see BDS ITB 6.3 (e).</u></p>		
8	<p>The Contractor must have a minimum average annual financial amount of construction of <u>N\$ 1,500,000.00, for any of two (2) years over last ten (10) years.</u></p> <p><i>Ref. BDS Clause 6.3 (a).</i></p>		
	<p>The Contractor must have a minimum average annual financial amount of construction of <u>N\$ 1,500,000.00 for any of two (2) years over last ten (10) years.</u></p> <p><i>Ref. BDS Clause 6.3 (a).</i></p>		
11	<p>Bidders must submit a complete list of past experience and references <u>with a total combined minimum of three (3) years over the past ten (10) years (i.e., total number of contracts of similar nature to add up to three (3) years over the last 10-years)</u> in similar projects including <u>any of</u> the activities listed in:</p> <p><i>Ref. BDS Clause 6.3 (b).</i></p>		
OVERALL TECHNICAL COMPLIANCE			

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

d) Financial Evaluation Criteria:

#	Description and ITB/BDS References	Yes	No
1	<p>The Bidder shall submit evidentiary proof of working capital in the form as indicated in:</p> <p><i>Ref. BDS Clause 6.2 (g).</i></p> <p>The minimum amount of working capital to be availed shall be N\$ 300,000.00 for SRU-KHP 02 (Oranjemund) Contract.</p> <p><u>Also see BDS ITB 6.3 (e).</u></p>		

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2	<p>The bid price and rates shall be in Namibian Dollars and fixed for the duration of the contract.</p> <p><i>Ref. BDS Clause 17.1.</i></p>		
3	<p>The bidder has submitted a competitive price as far as it excludes: Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items.</p> <p><i>Ref. ITB Clause 33.2 (a)</i></p>		
4	<p>Bid price has been checked for arithmetic errors and the bidder has accepted the correction in writing.</p> <p><i>Ref. ITB Clause 33.2 (b)</i></p>		
5	<p>Has the Bidder submitted a bid with unbalance rates, requiring clarification prior to awarding of the contract?</p> <p><i>Ref. ITB Clause 33.4</i></p>		
6	<p>Does the bidder qualify for a Margin of Preference of up-to 10% on the Bidder's Total Cost for adhering to the criteria highlighted in BDS ITB 32.1?</p> <p><i>Ref. BDS Clause 32.1 (a)</i></p>		
OVERALL <u>FINANCIAL</u> COMPLIANCE			

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

INITIALS _____

4. ORDER OF SUPPORTING DOCUMENTS:

Please tick the appropriate box.

ORDER OF SUPPORTING DOCUMENTS	Docs. Attached:	
	Yes	No
Section I		
<ul style="list-style-type: none"> Valid Company Registration Certificate 		
<ul style="list-style-type: none"> Original or Certified Copy of valid Good Standing Tax Certificate; 		
<ul style="list-style-type: none"> Original or Certified Copy of valid Good Standing Social Security Certificate; 		
<ul style="list-style-type: none"> Certified copy of valid Affirmative Action Compliance Certificate, 		
<ul style="list-style-type: none"> An undertaking on remuneration in terms of section 138 of the Labor Act, 2015 		
<ul style="list-style-type: none"> Certified Copy of Identification Documents of Directors 		
Section II		
<ul style="list-style-type: none"> Letter of Authority for Signatory 		
Section III		
<ul style="list-style-type: none"> Reference Letters by Clients 		
<ul style="list-style-type: none"> Letter of Undertaking by a Financial Institution to Provide Plant Finance (only if additional plant needs to be purchased) 		
<ul style="list-style-type: none"> Proof of availability of Financial Resources (sub-factor 2.3.3 above) 		

INITIALS _____

<ul style="list-style-type: none"> • Balance Sheet and Income Statement (Audited). 		
<ul style="list-style-type: none"> • Proof locality/residence: Municipal Fitness Certificate or Letter of Lease accompanied by proof of municipal bill of the Lesser/Owner (Ref. Sect. III Clause 1.6 (a)). 		
<p>Section IV (If forms are reproduced and printed)</p>		
<ul style="list-style-type: none"> • PART A Letter of Bid 		
<ul style="list-style-type: none"> • PART B1 Bid Securing Declaration 		
<ul style="list-style-type: none"> • PART C1 Price Adjustment Form 		
<ul style="list-style-type: none"> • PART C2 Labor Act Compliance Form 		
<ul style="list-style-type: none"> • PART D Bill of Quantities 		
<ul style="list-style-type: none"> • PART E Technical Proposal (If forms are reproduced and printed) 		
<ul style="list-style-type: none"> • Part E2 Detailed Resume of Proposed Personnel 		
<ul style="list-style-type: none"> • Part E3 Proposed Equipment 		
<ul style="list-style-type: none"> • Lease agreement / Sub-Contract Agreement 		
<ul style="list-style-type: none"> • Part F1: Bidder Information Sheet 		
<ul style="list-style-type: none"> • Part F2: Party to JV Information Sheet 		
<ul style="list-style-type: none"> • Part F4: Current Contract Commitments/Works in Progress 		
<ul style="list-style-type: none"> • Part F5: Historical Financial Performance 		
<ul style="list-style-type: none"> • Part F6: Average Annual Turnover 		

INITIALS _____

<ul style="list-style-type: none">• Part F7: Financial Resources		
<ul style="list-style-type: none">• Part F8: General Experience		
<ul style="list-style-type: none">• Part F9: Specific Experience		
<ul style="list-style-type: none">• Part F10: Specific Experience in Key Activities		
Section VII		
<ul style="list-style-type: none">• Performance Security Guarantee		

INITIALS _____

Section IV - Bidding Forms

INITIALS _____

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Bid Submission Form

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

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

Date: _____

Procurement Reference No: **W/ONB/RA-04/2026**

To:

The Chief Executive Officer
Roads Authority
Private Bag 12030
AUSSPANNPLATZ

Sir,

CONTRACT No: W/ONB/RA-04/2026

REMOVAL OF SAND FROM ROADS: KEETMANSHOOP REGION

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;
- (b) We hereby confirm that we are not Employees of the Roads Authority and/or members of their household/family. We further acknowledge that we will get disqualified should we found to be conflicted in terms of the Roads Authority Conflict of Interest Policy.
- (c) We offer to execute in conformity with the Bidding Documents the whole of the said Works in respect of any one or more Contract Areas for the sum or sums as indicated in the following table:

INITIALS _____

CONTRACT AREA NUMBER	CONTRACT AREA	AMOUNT IN WORDS (INCL. VAT)	TOTAL AMOUNT (INCL. VAT) N\$
SRU-KHP 02	Karasburg/ Oranjemund		

(d) The total price of our Bid after discounts, if any: *[below table applicable only where bidder offers a discount, where no discount is provided N/A or -]*

CONTRACT AREA NUMBER	REGION	CONTRACT AREA	PERCENTAGE DISCOUNT (%)	TOTAL AMOUNT (INCL. VAT) N\$
SRU-KHP 02	Keetmanshoop	Karasburg/ Oranjemund		

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

INITIALS _____

- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;⁶
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Seal of Company _____

⁶ Use one of the two options as appropriate.

INITIALS _____

¹ *Use one of the two options as appropriate.*

INITIALS_____

Capacity of:

.....

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

Name:

.....

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

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

.....

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

Dated on _____ day of _____, _____

[insert date of signing]

INITIALS _____

Labour Act Compliance Form



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

INITIALS _____

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

INITIALS _____

Table of Price Adjustment Data

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

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

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

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

SIGNED ON BEHALF OF BIDDER:

INITIALS _____

Part D: Bill of Quantities

PREAMBLE TO SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

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

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

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the Contractor on the total amount of the certificate, and shall in no way be included in the Contractor's unit rates.

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

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SCHEDULE OF WORK COMPLETED						
CONTRACT No :		W/RB/RA-04/2026(SRU-KHP 02)			REGION:	
AREA:		SAND REMOVAL CONTRACT			KEETMANSHOOP	
SRU-KHP 02		Karasburg/Oranjemund			3	YEARS
ITEM NO	PAY ITEM	SECTION NUMBER AND DESCRIPTION	UNIT	TENDER QUANTITY	RATE (N\$)	AMOUNT (N\$)
SAND REMOVAL AND RELATED WORKS IN ORANJEMUND AREA						
1	CP 3.0	<u>Establishment</u>				
2	CP 3.1	Fixed Establishment	sum	1		
3	CP 3.2	Time-Related Overhead Costs	month	36		
4	CP 3.3	<u>Accommodation of Traffic</u>				
5	CP 3.3(a)	Sand Removal	month	36		
6	CP 3.3(b)	Maintenance Blading	month	Rate Only		
7	CP 3.4	<u>Blading</u>				
8	CP 3.4(a)	Blading of Roads (grader)	blade-km	Rate Only		
9	CP 3.4(b)	Blading of Roads (TLB)	blade-km	Rate Only		
10	CP 3.5	Lowbed Transport	km	3,000		
11	CP 3.6(a)	<u>Equipment Dayworks</u>				
12	CP 3.6 (a)(i)	Motor Grader	hour	Rate Only		
13	CP 3.6 (a)(ii)	Pneumatic Loader	hour	Rate Only		
14	CP 3.6 (a)(iii)	Crawler Dozer	hour	Rate Only		
15	CP 3.6 (a)(iv)	LDV 4x4	hour	Rate Only		
16	CP 3.6 (a)(v)	TLB	hour	6,480		
17	CP 3.6 (a)(vi)	Tipper Truck	hour	2,991		
18	CP 3.6 (a)(vii)	Water Truck	hour	150		
19	CP 3.6 (a)(viii)	10 Ton Vibration roller	hour	50		
20	CP 3.6(b)	<u>Labour Dayworks</u>				
21	CP 3.6(b)(i)	Unskilled Labour	man-hour	76,565		
22	CP 3.6(c)	<u>Provisional Sums</u>				
23	CP 3.6(c)(i)	Material Charges and other Dayworks (as instructed)	prov sum	1	100,000.00	100,000.00
24	CP 3.6(c)(ii)	Provision for Escalation & Contingencies	prov sum	1	200,000.00	200,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

SUMMARY OF SCHEDULE OF QUANTITIES					
SUMMARY OF CONTRACT AREAS IN THE KEETMANSHOOP REGION					
CONTRACT AREA	REGION	CONTRACT AREA	SUB TOTAL N\$	ADD: 15% VAT N\$	TOTAL AMOUNT N\$
SRU-KHP 02	Keetmanshoop	Karasburg/Oranjemund			

Part E: Technical Proposal

Technical Proposal Forms

Part E1 Proposed Personnel

Part E2: Resume of Proposed Personnel

Part E3: Proposed Equipment

INITIALS _____

Part E1: Proposed Personnel

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

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

INITIALS _____

Part E2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below for each of the Proposed Personnel listed in Part E1 above. Bidders are requested to make additional copies of this form and to fill in a separate page for each employee to be enrolled on the project. The additional pages (plus the relevant supporting documents e.g. full CV's, references, qualifications, etc.) must be bound into the 'Book of Supporting Documentation' in terms of **item BDS ITB 13.1 (e) of Sec II Bidding Data Sheet.**

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

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

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

INITIALS _____

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INITIALS _____

Part E3: Proposed Equipment

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

Type of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

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

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title

INITIALS _____

	Fax	Email
Agreements	Details of rental / lease / manufacture agreements specific to the project	

INITIALS _____

Part F: Bidder's Qualification

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

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

Part F1 Bidder Information Sheet

Part F2: Current Contract Commitments/Works in Progress

Part F3: General Experience

Part F4: Specific Experience

Part F5: Specific Experience in Key Activities

INITIALS _____

Part F1**Bidder Information Sheet**

Date: _____

Bid Reference No.: _____

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1, 5.2 and 5.3.

INITIALS _____

Part F2**Current Contract Commitments / Works in Progress**

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

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

INITIALS _____

Part F3

General Experience

Bidder's Legal Name: _____ Date: _____

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

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

INITIALS _____

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

INITIALS_____

Part F4

Specific Experience

Bidder's Legal Name: _____ Date: _____

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

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

INITIALS _____

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

INITIALS _____

Part F4 (cont.)**Specific Experience (cont.)**

Bidder's Legal Name: _____ Date: _____

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

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

INITIALS _____

Part F5**Specific Experience in Key Activities**

Bidder's Legal Name: _____ Date: _____

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

Subcontractor's Legal Name: _____

Description	Information		
V. Contract Identification	W.		
X. Award date Y. Completion date	Z. AA.		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
BB. Total contract amount	CC. In words		DD. NAD
EE. If partner in a JV or subcontractor, specify participation of total contract amount	FF. Percentage (%)	GG. Participation Level	HH. Amount (NAD)
II. Employer's Name:	JJ.		

INITIALS _____

Description	Information
KK. Address:	NN.
LL. Telephone/fax number:	OO.
MM. E-mail:	PP.

INITIALS _____

Part F5 (cont.)

QQ. Specific Experience in Key Activities (cont.)

Bidder's Legal Name: _____

JV Partner Legal Name: _____

Subcontractor's Legal Name: _____

DESCRIPTION OF THE KEY ACTIVITIES:	INFORMATION

INITIALS _____

**PART 2 – Employer’s
Requirements**

INITIALS _____

Section V – Part A: Standard Specifications

INITIALS _____

CONTRACT: SAND REMOVAL, BLADING AND RELATED WORKS ON ROADS IN THE KEETMANSHOOP REGION

SECTION V – PART A: STANDARD SPECIFICATION

The description of the Pay Items below should be read in conjunction with Section IV – Part D ‘Bill of Quantities’.

CP 1 PREAMBLE TO THE BILL OF QUANTITIES

As per Section IV – Part D ‘Preamble to the Bill of Quantities’

CP 2 UNITS OF MEASUREMENT

Abbreviations used are as follows:

Sum	=	lump sum
prov sum	=	provisional sum
Month	=	month(s) worked for the specified activity
Blade-km	=	blade kilometre(s)
Hour	=	equipment hour(s) worked
Man-hour	=	unskilled labour hour(s) worked

CP 3 MEASUREMENT AND PAYMENT

The work and obligations covered by the Contract will be measured and paid for in accordance with the provisions set out below. **The total amount of items CP 3.1 and CP 3.2 may not exceed 15% of the total contract value.**

CP 3.1 Establishment

Payment for the initial establishment on site will be paid for on a lump sum basis and such payment shall cover all costs of providing accommodation, shelter and other facilities. 80% of the lump sum will become due when the initial establishment has been completed and the remaining 20% on completion of the Works, after de-establishment and with the consent of the owner of the property on which the camp is/was located.

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CP 3.2 Time-Related Overhead Costs

All time related overhead costs including supervision and administration, insurance, maintenance of campsite, complying with statutory obligations, etc. shall be paid for on a monthly basis in a single, inclusive Pay Item CP3.2

CP 3.3 Accommodation of Traffic

Accommodation of traffic shall be paid for on a monthly basis and the tendered rates shall include the costs of labour and supply and maintenance of signs and their movement around the site as necessary.

(a) Sand Removal

This shall include the necessary signs to warn the road users of the works ahead and the conditions on the road, and shall be paid under Pay Item CP3.3 (a)

(b) Maintenance Blading

This shall include the necessary signs to warn the road users of the maintenance blading works ahead, and shall be paid under Pay Item CP3.3 (b)

CP 3.4 Blading of Roads

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

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

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

INITIALS _____

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

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

EXECUTION OF WORK

(a) General

Blading shall be executed to the standards specified in these Specifications.

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

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

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

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

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

INITIALS _____

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

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

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

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

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

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

(b) Daily Record of Work

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

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

- (i) unit number

INITIALS _____

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

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

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

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

(c) Emergencies

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

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

INITIALS _____

PROGRAM OF WORK

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

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

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

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

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

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

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

INITIALS _____

In addition, in cases where the Contractor falls behind the approved blading program by more than 14 calendar days the Supervisor shall act in terms of Sub-Clause SCC46.1 'Damages' (Section VII 'Special Conditions of Contract').

TRIAL SECTION

Before the Contractor commences with blading work, he shall demonstrate the competency of his operator by blading a Trial Section of 200 meters of road. The operator shall blade, cut, clear, shape and trim surfaces on and off-road, and also spread gravel if required. Shaping shall include the cutting and forming of a mitre drain and bank.

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

The Trial Section shall in addition serve as basis to agree on the interpretation of the Specifications for application during the Contract Period and on the production time required for work to be carried out under Dayworks. The Contractor's grader and other equipment will at this occasion also be inspected for compliance with the Specifications, where applicable, and general roadworthiness.

Unless the Trial Section forms part of the Works, no additional payment will be made for the demonstration at the Trial Section.

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

MEASUREMENT AND PAYMENT

Blading shall be measured and paid for the kilometres of road bladed multiplied by the number of passes required to cover the road width, or blade kilometre. The rate per blade-km must cover all costs associated with the provision, operation and maintenance of the grader used. No separate or additional payments will be made in respect of the grader travelling to and from work places, or for blading carried out in excess of the number of passes specified. The rates for blading must include for ancillary drainage work required as a direct result of the Contractor's blading. This shall be paid under Pay Item CP3.4 (a) (grader) and Pay Item CP3.4 (b) (TLB).

CP 3.5 Lowbed Transport

Where heavy equipment needs to be transported from one location to another, use of lowbed transport shall be allowed and paid for on the basis of kilometres transported from initial to final point (one way), under Pay Item CP3.5

INITIALS _____

CP 3.6 Dayworks

All works on sand removal, as well as works instructed in writing to be carried out under Dayworks shall be paid according to the following sub-items:

(a) Equipment Dayworks

The hourly rate tendered shall constitute the Dayworks rate for the plant and will be deemed to include all costs for plant, operators, consumable, stores, fuel, maintenance, depreciation, ground-engaging tools and all other incidentals necessary carry out the works.

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

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

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

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

Sand removal needs arise on ad hoc basis, where the Contractor may be required to act on Saturdays and Sundays/Public Holidays, where the actual **labour** costs are by law, higher than normal. In order to compensate the Contractor for such additional cost ***the actual quantities measured in the payment certificates for work done on Saturdays and Sundays/Public Holidays shall respectively be increased by 5% (on Saturdays) and 10% (on Sundays/Public Holidays) and multiplied by the respective basic Dayworks Rates for the relevant Plant items as priced in the Bill of Quantities.***

INITIALS _____

(b) Unskilled Labour

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

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

The issue of working on Saturdays and Sundays/Public Holidays also affects unskilled labour. ***In order to compensate the Contractor for such additional cost the actual hours of Unskilled Labour measured in the payment certificates for work done on Saturdays and Sundays/Public Holidays shall be increased by the respective percentages prescribed in the relevant legislation and multiplied by the basic Dayworks Rates for Unskilled Labour as priced in the Bill of Quantities.***

The hourly rate for unskilled labour shall be paid for under Pay Item CP3.6 (b) (i).

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

(c) Material Charges

The net cost of materials actually used under Dayworks other than sand removal instructed shall be the purchase price as per invoice, plus an on-cost of Ten percent (10%) which shall collectively be considered as full compensation for the supply, delivery, handling, storage, overhead, profits, obligations, risks and all other incidentals necessary to have the materials available for use on site.

INITIALS _____

PROJECT SPECIFICATIONS

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PS 6	RECORDS
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PROJECT SPECIFICATIONS

PREFACE TO PROJECT SPECIFICATIONS

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

The Project Specifications have priority over the Standard Specifications.

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

PS 1 Areas of Work

One Sand Removal Contracts is to commence with sand removal maintenance works, in Contract Area SRU-KHP 02 on Main Road 118 (Rosh Pinah-Oranjemund, 94 km).

1. ORANJEMUND:

Contract Area SRU-KHP 02: On **ad hoc** basis, sections of Main Road 118 (Rosh Pinah-Oranjemund, 94 km) may need to be cleared of sand after heavy winds and sandstorms, or require other related maintenance works on the bitumen surface or the roadside.

PS 2 Instructing the Contractor

PS 2.1 Sand Removal

The Employer (or his Representative) will instruct sand clearing and/or cleaning operations to be carried out by the Contractor, and will define the scope and extent of work required.

INITIALS _____

PS 2.2 Blading Maintenance of Roads

The Employer (or his Representative) will meet with the Contractor's Representative once a month to discuss and outline the work requirements for the following month. A written programme of the Works indicating sections of road to be bladed and the number of blades required, as well as other instructions, will be handed over to the Contractor at that meeting.

When so instructed by the Employer (or his Representative), the Contractor shall deviate from his monthly programme and attend to emergency work.

PS 3 Other Reporting of Work Required

Should the Contractor be informed of sand on the road by other parties, or become of urgent sand removal needs, he will advise the Employer (or his Representative) in order to obtain the necessary instruction to proceed. Should the Contractor be unable to contact the Employer (or his Representative) in the case of emergencies, he may proceed with sand clearing operations, provided that the Employer (or his Representative) is informed of such action within 24 hours.

PS 4 Equipment

The Contractor shall either own or hire from a reliable and approved source, all major items of plant to be supplied under the Contract. The Contractor shall ensure that the conditions of the Contract between the Contractor and the Employer remain valid in respect of plant hired by the Contractor.

It is an explicit pre-condition of signing this Contract that all major items of plant for the works be available to be inspected for approval by the Employer (or his Representative), within fourteen (14) days of receipt of the Letter of Acceptance of the tender, at a location in or within the vicinity of Oranjemund, of which the Contractor shall timeously notify the Employer in writing. The Contractor shall for the inspection supply proof of ownership or present a hire contract in respect of all major items of plant.

The Contractor shall ensure that all major items of plant are licensed in terms of, conform to the requirements of, and are operated in accordance with the applicable legislation and by-laws of Namibia. Amber rotating lights, mounted on to of cabs of equipment, are a pre-requisite.

INITIALS _____

The plant should be either the property of the prospective contractor or the contractor must supply a provisional legal lease agreement with the bid. The list should contain all the identification numbers to identify the machines.

PS 4.1 Sand Removal

Prior to commencement of each clearing and cleaning-up operation, the Employer (or his Representative) and the Contractor will come a mutual acceptable agreement as to the type(s) of equipment that will be deployed. In the case of a difference of opinion as to the utilization of equipment, the Employer's (or his Representative's) decision shall prevail. The minimum machine specifications for the sand removal is:

Oranjemund Site

- Tractor Loader Backhoe or equivalent
- Light Delivery Vehicle (LDV)
- Tipper Truck

PS 4.2 Maintenance Blading

The Contractor shall provide and maintain a self-propelled grader in sound condition and good repair. The specified self-propelled grader will have the following minimum specifications:

- Mass = 11 metric tons
- Rated Power = 90 kW
- Blade Width = 4.25 metres

PS 5 Methods and Standards

Sand removal, blading and any other related work shall only be carried out between sunrise and thirty (30) minutes before sunset.

Below are the acceptable methods and standards for the different activities involved in this Contract, non-compliance of which at a rate below 60% of the programmed works over a period of two (2) consecutive months may necessitate the Employer to act in accordance with clause 57.2 of the General Conditions of Contract.

INITIALS _____

PS 5.1 Sand Removal

Clearing the road of sand shall mean cleaning the riding surface as well as the road shoulders **by means of machinery and hand labour in Oranjemund**. Material so removed shall be spread out and away from the shoulders in such a way that the possibility of the same sand again being deposited onto the road or shoulders is minimized. For that purpose, no remaining sand deposit shall be thicker than 30 mm on the shoulder and upper 1 metre of the side slope of shoulder.

On occasions as specified by the Employer (or his Representative), sand shall be loaded into tipper trucks and deposited on location(s) as specified.

PS 5.2 Maintenance Blading

Maintenance blading shall be such as to eliminate surface irregularities and corrugations and thereby produce a surface offering acceptable riding qualities to vehicle users.

Successive blading operations on any section of road during the course of the Contract shall commence on the alternate sides of the road, so that material is moved in different directions during successive operations.

The length of the road to undergo blading at a particular time shall be restricted to 8 km, unless otherwise agreed, or instructed by the Employer.

The general shape of the road shall not be altered during maintenance blading, nor shall hard areas of the road surface be cut down.

Where maintenance blading is carried out on the approaches to motor grid gate, or a bridge, a 200 m long section on each side of the gate or bridge shall be completed before blading of the rest of the road is undertaken.

The speed of the grader during maintenance blading shall be sufficiently slow so as not to cause corrugations in the road surface. Practice has shown that a speed of 8 km/h should not be exceeded.

INITIALS _____

The work shall be subject to approval by the Employer, based on, inter alia, the following requirements:

- No irregularities or corrugations, capable of significantly affect the riding quality;
- Loose material over high-lying, hard areas do not exceed 10 mm in depth;
- No loose rocks or unduly large material on the road surface or across any access point to properties;
- No windrows, whether along or across the road;
- No undercutting of the road edge, causing storm water to flow along the road edge instead of into the side drain;
- No cutting down of regular, hard areas surface having taken place;
- No gravel material left on bridge deck or in between the bars of motor grid gate.

PS 5.3 Ancillary Works

The Contractor shall, by the use of hand labour where necessary, clear vegetation obstructing road signs and guardrails, and culvert inlets and outlets, as well as drainage channels, of material deposited there as a result of maintenance blading, do repairs on bitumen surface and roadside furniture, or execute any other general routine maintenance task such as repairs to fences, when so instructed and agreed with the Employer.

PS 6 Records

PS 6.1 Log Books

A log book, in duplicate, shall be kept for each equipment engaged in the Contract. The log book shall be completed on a daily basis and must reflect the following information, with times being recorded to the nearest quarter hour:

- Working times and details of work undertaken;
- Traveling times
- Standing times due to maintenance or repairs;
- Standing times due to inclement weather.

INITIALS _____

PS 6.2 Site Instruction Book

The Contractor shall maintain on the site an instruction book for the use of the Employer. The book shall be a triplicate book, one copy of each instruction being for the Employer, one for the Contractor and the other copy to remain in the book.

PS 6.3 Site Diary

The Contractor shall maintain a diary on site and shall record, on a daily basis, details of work undertaken, the numbers and names of employees engaged on the Works and details of visits to the Site by people other than his employees.

PS 6.4 Traffic Counts

During maintenance blading, the Contractor shall arrange for the grader operator to count traffic on the road undergoing maintenance. The Contractor shall furnish the operator with appropriate instruments to do so. The records so obtained shall be retained for the use of the Employer.

PS 6.5 Accidents

The Contractor shall, in addition to any statutory obligations, report to the Employer (or his Representative) every accident, directly or indirectly attributable to the action and works of the Contractor, within 24 hours of its occurrence.

PS 7 Operational Staff

The Contractor will ensure, and provide proof to the Employer, that all operators of equipment are in possession of valid driving licenses to operate such equipment on public roads, and are competent and experienced in the type of work required. Should Employer (or his Representative) consider an operator incompetent, negligent or for any other reason not suitable to execute the Works, he may instruct the Contractor to replace such operator and the Contractor shall do so not later than three (3) working days after receipt of the instruction.

DRAWINGS

1. *Roads Authority Standard Drawing:*
https://www.ra.org.na/cms/Lists/Downloads/Attachments/17/STANDARD%20DRAWINGS_oct%202014.pdf
2. Regional Maintenance Map – On Request

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

The construction and maintenance of roads in Namibia are governed by the Roads Authority Act No 17 of 1999 and the Roads Ordinance. The Roads Authority has been enacted by the Minister responsible for Transport to take responsibility of roads on behalf of the Minister.

The following extracts from the Roads Ordinance, 1972 (Ordinance 17 of 1972) (hereinafter referred to as the Ordinance) have been amended to be harmonised with the with the powers of the Roads Authority (hereinafter referred to as the Authority) as per Section 16 (6) of the Roads Authority Act No17 of 1999. The amended extracts may be of particular relevance to the Contractor and are set out herein for his/her convenience but this in no way implies that the remainder of the Ordinance may be ignored by the Contractor.

SECTION DESCRIPTION

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

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

The following amended sections from the Ordinance as harmonised with the Roads Authority Act are included to assist the Contractor.

The Contractor must heed the following:

- (a) The Ordinance is subject to amendments from time to time and it is the Contractor's responsibility to acquaint himself of amendments and to act accordingly.
- (b) With reference to the Section on Obtaining materials as expanded in the below it must be understood that "any material" which can be acquired without payment does not include water.

GENERAL POWERS OF THE AUTHORITY

1. The Authority shall have power and authority in respect of the following matters:

- (a) The construction, maintenance and control of all freeways and all trunk, main and district roads and the road reserve of all proclaimed roads;
- (b) The acquisition, erection and maintenance of all road route markers, road traffic signs and other signs which may be necessary for the regulation and protection of traffic on proclaimed roads;
- (c) The establishment and maintenance of wells, watering places and other facilities for public use on proclaimed roads;
- (d) The erection and maintenance of dwellings and other buildings, in the road reserve or elsewhere, for the execution of the provisions of this Ordinance.
- (e) The planting of trees within the road reserve of a proclaimed road or making other improvements therein;
- (f) The granting of approval to the owner, lessee or occupier of a farm crossed by a proclaimed road to cut grass in the road reserve of such proclaimed road and imposing conditions in relation thereto;
- (g) The erection and maintenance of any fence, wall, gate, ditch, furrow or similar obstruction, or beacon of stone, concrete, iron or other permanent material, on the centre line or along or near the boundaries of the road reserve of a proclaimed road to indicate the location of such road on the land, whether such road has been constructed or not;
- (h) the construction of any road which gives access to any proclaimed road when, in his opinion it becomes necessary, because of the construction and maintenance or deviation of such proclaimed road, to construct a road to give access to such proclaimed road:

Provided that the powers granted to the Authority in terms of its Act, the below shall only be exercised within the area of a local authority in consultation with the local authority concerned.

Any person who:

- (a) damages a dwelling or other building erected in the road reserve of a proclaimed road or elsewhere in terms of subsection (1); or
- (b) damages a tree or other improvement planted or effected in the road reserve of a proclaimed road or elsewhere in terms of subsection (1) or a natural tree in the road reserve of a proclaimed road; or

INITIALS _____

- (c) cuts grass in the road reserve of a proclaimed road without the approval of the Authority or contrary to the conditions imposed by the Authority when such approval was granted; or
- (d) damages or removes any fence, wall, gate, ditch, furrow or similar obstruction or any beacon erected or effected in, or along or near the boundary of the road reserve of a proclaimed road, shall be guilty of an offence.

INITIALS _____

SECTION 30: OBTAINING MATERIALS

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

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

he may without any compensation to the owner, lessee or occupier of the land, remove any material which may be necessary for such construction, maintenance or repair from such land or process it on such land and thereafter remove it therefrom and for this purpose he may build and maintain any access roads which he may consider necessary: Provided that -

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

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

INITIALS _____

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

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

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

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

INITIALS _____

2. No compensation shall be payable to the owner, lessee or occupier of the land concerned in respect of any temporary dwellings and places of storage erected or selected on such land in terms of subsection (1)(a).

SECTION 32: COMPENSATION FOR DAMAGE CAUSED BY CONTRACTORS

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

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

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

SECTION 61: AUTHORISED PERSONS MAY EXERCISE POWERS

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

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PART 3 – Conditions of Contract and Contract Forms

Section VI - General Conditions of Contract

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General Conditions of Contract

A. General

1. **Definitions** 1.1 Boldface type is used to identify defined terms.
- (a) The Accepted Contract Amount means the amount accepted in the Notification of award for the execution and completion of the Works and the remedying of any defects.
 - (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.
 - (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
 - (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
 - (e) Compensation Events are those defined in GCC Clause 41 hereunder.
 - (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
 - (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
 - (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
 - (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
 - (j) The Contract Price is the Accepted Contract Amount stated in the Notification of award and thereafter as adjusted in accordance with the Contract.
 - (k) Days are calendar days; months are calendar months unless otherwise stated.
 - (l) Dayworks are varied work inputs subject to payment

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on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

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

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used by the Contractor for incorporation in the Works.

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

2. Interpretation 2.1 In interpreting these GCC, words indicating one gender

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

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

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

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

- | | |
|---------------------------------------|---|
| 3. Language and Law | 3.1 The language of the Contract must be English and the law governing the Contract is the Law of Namibia. |
| 4. Project Manager's Decisions | 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 5. Delegation | 5.1 Otherwise specified in the SCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying |

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

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the Contractor.

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

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Materials, and Equipment), which are due to

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

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

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

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

12. Contractor's Risks

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

13. Insurance

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

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

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the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of notification of award. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

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

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

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

17. Approval by the Project

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project

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- Manager** Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within thirty days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date **stated in the SCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

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- 22. Instructions**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Notification of award. If, in the notification of award, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 15 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 30 days of receipt of such request.
- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 15 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable

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expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within thirty (30) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above thirty (30) days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the SCC**.

B. Time Control

25. Program

25.1 Within the time **stated in the SCC**, after the date of the Notification of award, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

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

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

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

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- 26. Extension of the Intended Completion Date**
- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event(as defined in GCC 41) occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 27. Acceleration**
- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to

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

**30. Early
Warning**

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

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

C. Quality Control

**31. Identifying
Defects**

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

32. Tests

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

**33. Correction of
Defects**

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

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time

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specified by the Project Manager's notice.

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

D. Cost Control

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

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

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

- 36. Changes in the Contract Price** 36.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the

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Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37. Variations

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

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

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

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

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

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

38. Cash Flow Forecasts

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall

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provide the Project Manager with an updated cash flow forecast.

39. Payment Certificates

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

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

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

39.4 The value of work executed shall comprise:

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

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

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

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

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

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

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whatsoever during such period prior to the taking over.

40. Payments

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

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

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

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

41. Compensation Events

41.1 The following shall be Compensation Events:

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

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- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of award from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - (a) reason of any exceptionally adverse weather conditions (as specified in the BDS) and
 - (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

41.2 If a Compensation Event would cause additional cost or

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would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

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

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

42. Tax

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

43. Currencies

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

44. Price Adjustment

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

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formula of the type indicated below applies to each Contract currency:

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

where:

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

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

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

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

45. Retention

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

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

46. Liquidated Damages

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each

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

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day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

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

47. Bonus

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

48. Advance Payment

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

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

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in

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assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

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

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

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

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

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

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

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

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

49.3 Where a Preference Security is applicable:

- (i) the Employer's Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.
- (ii) the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.
- (iii) the Employer's and Contractor's representatives shall consult each other to ensure that the Contractor's obligation towards local manpower employment is met during the Works execution.
- (iv) At the time of works completion, the Contractor shall submit a certified audited report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.
- (v) The preference security shall be forfeited by the employer in case of failure on the part of the contractor to employ at least 80% of the local manpower in the execution of the Works.

50. Dayworks

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

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

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

51. Cost of Repairs

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

52. Labour

52.1 (a) The rates of remuneration and other conditions of work

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Clause of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-

- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
- (ii) by arbitration awards; or
- (iii) by Remuneration Regulations made under the Labour Act, 2007.

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

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

- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Chief Executive Officer of the Public Body administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 52.1 (a) (iii), he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

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

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contract is performed.

E. Finishing the Contract

- 53. Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 30 days when no

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stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

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

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

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

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58. Fraud and Corruption

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

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

58.3 For the purposes of this Sub-Clause:

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

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investigation; or

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

59. Payment upon Termination

59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

59.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

60. Property

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

61. Release from Performance

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

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Section VII. Special Conditions of Contract

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

A. General	
SCC 1.1 (r)	<p>The Employer is Roads Authority, Corner of Mandume Ndemufayo Avenue & David Hosea Meroro Road, Southern Industrial Area, Windhoek</p> <p>Authorized Representative: Mr. Johannes Shikufinde Regional Engineering Manager: Keetmanshoop Region Contact No: + 264 63 221 550 Email: ShikufindeJ@ra.org.na</p>
SCC 1.1 (v)	<p>The Intended Completion Date for the whole of the Works shall be 36 months from the date of site handover, irrespective of the commencement date of the Project.</p>
SCC 1.1 (y)	<p>The Project Manager is:</p> <p>Authorized Representative: Mr. Johannes Shikufinde Regional Engineering Manager: Keetmanshoop Region Contact No: + 264 63 221 555 Email: ShikufindeJ@ra.org.na</p>
SCC (aa) 1.1	<p>The Site is located in the Keetmanshoop Region, as per the Sand Removal Unit Areas defined in the Project Specifications.</p>
SCC (dd) 1.1	<p>“The Start Date shall be <i>the date of site handover</i>.</p>
SCC (hh) 1.1	<p>The Works consist of the removal of sand from roads over a period of 36 months.</p>

SCC 2.2	Sectional Completions are: Not applicable for this Contract.
SCC 2.3(i)	The following documents also form part of the Contract: a) Bitumen Road Maintenance Manual – Namibia b) ROADS ORDINANCE, 1972 (ORDINANCE 17 OF 1972) AS AMENDED
SCC 5.1	The Project Manager ‘may’ delegate any of his duties and responsibilities.
SCC 6.1	Delivery address for notices is the same address as indicated in SCC 1.1 (r).
SCC 8.1	Schedule of other contractors: Not applicable for this Contract.
SCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer:</p> <p>(a) for personal injury or death:</p> <p>(i) of the Contractor’s employees: The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works.</p> <p>(ii) of other people: The Contractor will not be permitted to commence with any Works until he has submitted to the Employer a Construction Risks and Public Liability Insurance indemnifying the Employer against any claims arising from accidents on site. The Public Liability Insurance shall be in the amount of N\$2,000,000.00 arising out of or in connection with any one event at any location under this Contract. The Public Liability Insurance shall also include for any claims for damages arising out of veldfires caused directly or indirectly from the execution of the Works.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the Contractor.</p>
SCC 14.1	Site Data are: Not applicable

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SCC 18.1	<p>Add the following to sub-clause 18 of the GCC</p> <p>The Contractor shall protect the Works properly and so arrange his operations that the minimum danger and inconvenience is caused to vehicular and pedestrian traffic. Road signs, cones, barricades and other traffic control measures shall be erected and applied as specified in the Contract. Failure to comply with these specifications shall be sufficient reason for the Employer to suspend the Works until the required measures are in place.</p>
SCC 20.1	<p>The Site Possession Date(s) shall be: The date of signing of the Contract.</p>
SCC 23.1 & SCC 23.2	<p>Appointing Authority for the Adjudicator: No standing Adjudicator shall be appointed for this Contract. However, if the need arises, an Adjudicator on the National Adjudicator's List, managed by the Engineering Professions Association (EPA), will be appointed on an ad-hoc basis by the EPA.</p>
SCC 24.	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Roads Authority or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p style="padding-left: 40px;">The Dispute Adjudication Board (DAB) for a decision. The DAB shall comprise of one (1) suitably qualified person, nominated from the National Adjudicator's List (NAL), managed by the Engineering Professions Association.</p> <p>If either Party is dissatisfied with the decision of the DAB, then either Party may, within 28 days after receiving the decision, give notice of its dissatisfaction. The notice must be given under this sub-clause. Thereafter the Parties will:</p> <p style="padding-left: 40px;">Commence arbitration, as hereinafter provided, as to the matter in</p>

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	dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
SCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Fee to be as per the rate in the Dispute Adjudication Agreement (DAA)
SCC 24.4	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties.
B. Time Control	
SCC 25.1	Not Applicable
SCC 25.3	A Works Program shall be issued on a fortnightly basis by the Project Manager (or representative) throughout the contract period.
C. Quality Control	
SCC 33.1	<p>The Defects Liability Period is:</p> <ul style="list-style-type: none"> • bitumen road pothole repairs - 6 months • bitumen surfacing applications - 6 months • new road signs - 12 months • road marking – 6 months <p>Add the following to sub-clause 31 of the GCC</p> <p>The daily progress record of all works activities shall be completed in the format specified in Section 5: Employer's Requirements of the Contract documents. The Contractor shall at his own cost reproduce copies of progress and quality control returns.</p> <p>The Contractor shall at all times make available a visitor's book in A4 size and with triplicate pages in the vehicle of his Site Representative.</p>

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	<p>The Contractor shall keep a daily record of the quality and quantity of work completed and materials used. The record shall be in a format approved by the Employer. The Contractor shall ensure that these records accurately reflect the actual work performed each day. The records shall be complete in every respect and available on Site by latest 10:00 of the following working day, for inspection and acceptance by the Supervisor during site visits. In addition, the Contractor must submit to the nearest relevant District Office of the Employer a weekly record by latest 10:00 of the following Wednesday being the sum of the daily records from Monday to Saturday of the previous week. Further to the above, the Contractor must submit to the nearest relevant District Office of the Employer a monthly record by latest 10:00 of the first Wednesday of each month being the sum of the weekly records from Monday to Saturday of the previous month.</p>
SCC 39.7	Interim Payment for Plant and Material on site “is not” applicable.
D. Cost Control	

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<p>SCC 41.1 (l)</p>	<p>Replace clause 41.1 (l)(a) of the GCC in its totality with the following:</p> <p><i>The Contract Completion Date may only be extended by the number of days of approved extension of time due to inclement weather or due to an increase in workload as instructed in writing by the Project Manager (or a representative).</i></p> <p>The Contractor shall make provision in his bid and program, for an expected annual delay of “n” non-production days caused by the effects of rain. Where the agreed delays due to the effects of rain exceed the value of “n”, the Contractor shall be granted extension of time for the additional delay. The number of days lost due to inclement weather (such as rain) and the subsequent payment for standing time (for affected activities only, reduced by verifiable costs not incurred, e.g. fuel, etc.) should be based on the current monthly program approved by the Project Manager (or a representative) at the beginning of each month. This program should include at least the following information: Total quantity to be done of each activity, production target of each activity, duration of each activity, total duration for the team, resources per each team, the sequence of the activities, which activities are being planned for each production day, total planned production days vs total available production days per each month. Where possible the Project Manager (or a representative) may instruct other works to be done in order to utilize the Contractor’s resources and minimize standing time.</p> <p>The Contractor shall take the following values of “n” into account in his bid, in respect of gravelling and routine road maintenance:</p> <table border="1" data-bbox="453 1386 1445 1839"> <thead> <tr> <th rowspan="2">REGION</th> <th colspan="2">VALUE OF “n”</th> </tr> <tr> <th>PERIODIC MAINTENANCE</th> <th>ROUTINE MAINTENANCE</th> </tr> </thead> <tbody> <tr> <td>Keetmanshoop</td> <td>3</td> <td>0</td> </tr> <tr> <td>Windhoek</td> <td>7</td> <td>3</td> </tr> <tr> <td>Otjivarongo</td> <td>6</td> <td>3</td> </tr> <tr> <td>Oshakati</td> <td>8</td> <td>5</td> </tr> <tr> <td>Rundu</td> <td>8</td> <td>5</td> </tr> </tbody> </table>	REGION	VALUE OF “n”		PERIODIC MAINTENANCE	ROUTINE MAINTENANCE	Keetmanshoop	3	0	Windhoek	7	3	Otjivarongo	6	3	Oshakati	8	5	Rundu	8	5
REGION	VALUE OF “n”																				
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Otjivarongo	6	3																			
Oshakati	8	5																			
Rundu	8	5																			
<p>SCC 43.1</p>	<p>The currency of the Employer’s country is: Namibian Dollars.</p>																				
<p>SCC 44.1</p>	<p>The Contract “is” subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients “do” apply.</p>																				

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(a) Adjustment for fuel price changes

The rates and prices applicable to the Contract shall be subject to price adjustment.

Each monthly payment certificate shall be adjusted to allow for variations (increases or decreases) in the government approved price of fuel and the official Consumer Price Index for Namibia as published monthly by the Namibia Statistics Agency (NSA).

The bid unit rates in the Schedule of Quantities shall for price adjustment purposes be deemed to have been based on the statutory pump price of fuel applicable to the supplier closest to the Site camp applicable to the base month.

All monthly payment certificates shall therefore be adjusted by the Contract Price Adjustment Factor for fuel (CPAF_{fuel}) as follows:

$$\text{CPAF}_{\text{fuel}} = \left[F \times \left(\frac{f_t}{f_0} - 1 \right) \right]$$

where

F = Proportionate value of fuel used in the Contract = 0.17

f_t = The price, in cents per litre, of fuel, on the 15th of the month in which the payment claim is submitted, at the nearest supply centre to the area in which the Works are being carried out.

f₀ = The price in cents per litre of fuel on the 15th of the month immediately preceding the closing date for bids, at the same supply centre as used to determine f_t.

The proportionate value of fuel used (F) must be adjusted on an annual basis.

The CPAF_{fuel} shall be multiplied by the monthly amount claimed for works completed, including contingencies and rise & fall claimed on all materials other than fuel, as per each relevant Payment Certificate.

The Contractor shall in his register of fuel and oil supplied at

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	<p>the work front, enter fuel and oil issued to, and used in plant and equipment working on other projects in a separate column or register, for inspection by the Project Manager (or a representative), and approval for rise and fall payments. When so requested, the Contractor shall allow the Project Manager (or a representative) access to plant returns for the purposes of verifying fuel consumed, or hours claimed for work done under Dayworks.</p> <p>The payment of a rebate on fuel by the Road Fund Administration to the Contractor shall be allowed for in the bid rates. If the basis for the calculation of the rebate is changed during the Contract Period, the effect thereof shall be determined and paid to or recovered from the Contractor, as the case may be.</p> <p>(b) Adjustment for variation in CPI</p> <p>The value of each payment certificate, before deduction of retention and adjustment in terms of (a) above, shall be adjusted to allow for variation in the Consumer Price Index by multiplying it by the factor “X” which is determined as indicated below.</p> $X = (1 - F) \times \left[\frac{C_T}{C_o} - 1 \right]$ <p>where</p> <p>F = Proportionate value of fuel used in the Contract = 0.17</p> <p>Co is the Consumer Price Index (All Items) for Namibia for the month preceding the closing date for bids</p> <p>CT is the Consumer Price Index (All Items) for Namibia for the month preceding that in respect of which the claim for payment is submitted.</p> <p><i>*Materials for works that are instructed on an ad hoc or to be done on day works basis shall be excluded from price adjustment</i></p>
SCC 45.1	The proportion of payments retained is: Retention for routine road

	maintenance work does not apply.
SCC 46.1	<p>The liquidated damages for the whole of the Works are:</p> <ul style="list-style-type: none"> • 2 % of the value of the instructed and/or programmed works each month. • The maximum amount of delay damages is limit to N\$200,000.00 <p><i>*This shall be deducted each month that the Contractor fails to achieve 95% of the value of the instructed works. There's a grace period of 14 days from the monthly completion dates of the program of the works.</i></p>
SCC 47.1	The Bonus for the whole of the Works is: Not applicable to this Contract.
SCC 48.1	The Advance Payments shall be: Not applicable to this Contract.
SCC 49.1	<p>The Performance Security amount is:</p> <p>(a) Bank Guarantee: 10% of Contract Value</p> <p>A Bank Guarantee shall be unconditional (on demand) (see Section VIII. Security Forms).</p>
E. Finishing the Contract	
SCC 57.2 (g)	The maximum amount of delay damages is limited: <i>[N\$ 200,000.00; consistent with clause 46.1 on liquidated damages].</i>

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Section VIII - Contract Forms

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Contract Agreement

THIS AGREEMENT made on theday of,, between **[name of the Employer]**. (hereinafter “the Employer”), of the one part, and **[name of the Contractor]**.(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **[name of the Contract]**.should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Notification of award
 - (b) The Bid
 - (c) The Addenda Nos [insert addenda numbers if any].
 - (d) The Appendix to the General Conditions of Contract
 - (e) The General Conditions of Contract;
 - (f) The Specification
 - (g) The Drawings; and
 - (h) The completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

Signed by: _____
for and on behalf of the **Employer**

Signed by: _____
for and on behalf the **Contractor**

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

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

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APPENDIX TO CONTRACT

Performance Security (Bank Guarantee)

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

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

Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

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

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)⁹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹⁰ and any demand for payment under it must be received by us at this office on or before that date.

⁹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

¹⁰ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

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.....*Bank's seal and authorized signature(s)*
.....

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