



BIDDING DOCUMENTS

Issued on: 7th February 2022

MAINTENANCE OF SEPTIC TANKS AND/OR OXIDATION PONDS AT VARIOUS RFA ACCOMMODATION SITES

Procurement Reference No: NCS/ONB/RFA – 04/2022

PARTICULARS OF BIDDER
Business Name:
Postal Address:
Telephone No.:
Cell No.:
Fax No.:
Contact Person:
E-mail Address:

Road Fund Administration
Head Office
Feld Street 21
Private Bag 13372
Windhoek, Namibia
Tel: +264 61 4333000
procurement@rfanam.com.na

Letter of Invitation

Procurement Number: NCS/ONB/RFA – 04/2022

7th February 2023

Dear Potential Bidders

PROVISION OF MAINTENANCE OF SEPTIC TANKS AND/OR OXIDATION PONDS AT VARIOUS RFA ACCOMMODATION SITES

The ROAD FUND ADMINISTRATION invites you to submit your best quote for the services described in detail under Section II. Bidding Data Sheet (BDS).

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to procument@rfanam.com.ng.

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,



Scheifert Shigwedha
SECRETARY TO THE PROCUREMENT COMMITTEE

Important notice to participate in the Bid

- 1.1 RFA will evaluate bid per LOT respectively.
- 1.2 Further, award is per site(s) within the radius of the domicile of 100Km or regional per domicile.
- 1.3 Bidder can participate for more than one site. Must submit one (1) bid document for one site.
- 1.4 Further, award is per Lot, and per site(s) within the radius of the domicile of 100Km or regional domicile.
- 1.5 Bid is reserved per RFA Site and domicile of bidder. Please choose only One (1) site. (Cross or tick under selection cell)

No:	Site Name	Address	Selection
1	Noordoewer RFA Accommodation	Noordoewer Border Post	
2	Oshikango RFA Accommodation	Oshikango Border Post	
3	Katima Mulilo RFA Accommodation	Katima Mulilo Border Post	
4	Ngoma RFA Accommodation	Ngoma Border Post	
5	Kasamane RFA Accommodation	Kasamane Border Post	
6	Omahenene RFA Accommodation	Omahenene Border Post	
7	Katwitwi RFA Accommodation	Katwitwi Border Post	
8	Mata – Mata RFA Accommodation	Mata – Mata Border Post	
9	Klein Manase RFA Accommodation	Klein Manase Border Post	
10	Sendlingsdrift RFA Accommodation	Sendlingsdrift Border Post	

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Section I – Instructions to Bidders

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

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| 1. Scope of Bid | <p>1.1 The Road Fund Administration also referred to herein as the Employer invites bids for the PROVISION OF MAINTENANCE TO VARIOUS RFA ACCOMMODATION SEPTIC TANKS, as described in Section III- Scope of Service and Performance Specifications.</p> <p>The contract shall be on the basis of fixed rates for an initial period of three (3) years renewable thereafter for an additional period of one (1) year subject to satisfactory performance of the Service Provider.</p> <p>1.2 Throughout these bidding documents, the terms “in writing” means any typewritten or printed communication, including e-mail, and facsimile transmission, and “day” means calendar day. Singular also means plural.</p> |
| 2. Application for Review | <p>2.1 Unsatisfied bidders shall follow procedures prescribed in the Public Procurement Act, 2015 and its Regulations apply for review to the Review Panel in respect of award of procurement contracts.</p> <p>2.2 Application for Review shall be addressed to</p> <p style="margin-left: 40px;">The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia</p> |
| 3. Corrupt or Fraudulent Practices | <p>3.1 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.</p> <p>3.2 Bidders, suppliers and public officials shall be aware of the provisions stated in 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</p> <p>3.3 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;</p> <p>For the purpose of this Sub-Clause:</p> |

(i) “corrupt practice”¹ 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”² 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”³ 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”⁴ 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; and

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

4. Eligible Bidders

4.1 The Employer may, in the course of bids evaluation, require the submission of signed statements from the bidders, certifying eligibility, in the absence of other documentary evidence establishing eligibility.

Eligibility compliance may refer to the following:

- (a) Business registration, for which evidence may include the certificate of company registration;
- (b) Tax status, for which documentation of tax registration and tax clearance are particularly relevant;
- (c) Certifications by the Bidder of the absence of a

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

² For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

- debarment order and absence of conflict of interest; and
- (d) Certification of status regarding conviction for any offence involving fraud, corruption or dishonesty.
- 4.2 Government-owned enterprises in the Republic of Namibia may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
- 4.3 A Service Provider 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 or thereafter, shall be disqualified.
- 4.4 A list of Bidders who are disqualified or debarred from participating in public procurement in Namibia, is available on the website of the PPU: www.mof.gov.na/procurement-policy-unit
- 4.5 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Employer, as the Employer shall reasonably request.
- 4.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical

specifications of the contract that is the subject of the Bid.

5. Qualification
of the Bidder

- 5.1 Bidders shall include the information and documents listed hereunder with their bids. If, after opening of bids it is found that any document is missing the Employer may request the submission of that document subject to clause 27.1. The non-submission of the document 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;
 - (b) a written authorization in the form of a power of attorney accompanying the proposal or any other evidence demonstrating that the representative signing the bid has been duly authorized to commit the Bidder.
 - (c) total monetary value of Maintenance of RFA Accommodation Septic Tanks services performed for each of the last two years;
 - (d) experience in services of a similar nature and of similar size as far as possible, in each of the last two years, and details of services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts;
 - (e) major items of resources, logistics support and strategies proposed to deploy for the execution of this contract;
 - (f) qualifications and experiences of supervisory personnel proposed to ensure good performance of the service.
 - (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports, where applicable, or financial statements for the past two years;
 - (h) information regarding any litigation, current and during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (i) lists of contracts that have been terminated prior to their expiry dates in the last two years and reasons for such occurrences.
- 5.2 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:
- (a) the average annual financial amount, of services

provided over the last two years should represent at least half of the annual contract value or part thereof for which the Bidder is selected for award.

- (b) experience and satisfactory performance over the last two years as prime contractor in providing services on sites of similar nature as specified in the scope of service;
- (c) proposals for the timely acquisition or arrangements (of additional resources and logistics) in case the contract or part thereof is awarded;
- (d) an undertaking from the Bidder that the salaries and wages to be paid to its personnel in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General Conditions of Contract, if it is awarded the contract or part thereof.
- (e) a qualified and experienced supervisor with two years' experience in managing Maintenance of RFA Accommodation Septic Tanks services of a comparable nature.

A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.

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| 6. Cost of Bidding | 6.1 | The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs. |
| 7. Site Visit/Pre-bid Meeting | 7.1 | The Bidder, at his own responsibility and risk, is encouraged to visit and examine the site(s) and its surroundings where the services are required and obtain all information that may be necessary for preparing the bid and entering a contract for the services. The costs of visiting the site shall be at the Bidder's own expense. |

Clarification and /or additional information will be sent to bidders by, **27 March 2023**, to the e-mail address provided by bidder at the time of purchasing this bid document

B. Bidding Documents

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|---------------------------------------|--|-----------|-------------------------|------------|---------------|-------------|---|------------|-------------------|-----------|--------------------------------|------------|-----------|
| 8. Content of Bidding Documents | <p>8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 20px;">Section I</td> <td>Instructions to Bidders</td> </tr> <tr> <td>Section II</td> <td>Bidding Forms</td> </tr> <tr> <td>Section III</td> <td>Scope of Service and Performance Specifications</td> </tr> <tr> <td>Section IV</td> <td>Activity Schedule</td> </tr> <tr> <td>Section V</td> <td>General Conditions of Contract</td> </tr> <tr> <td>Section VI</td> <td>Schedules</td> </tr> </table> <p>8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections II and IV should be completed and returned with the bid in the number of copies specified in ITB Clause 18</p> | Section I | Instructions to Bidders | Section II | Bidding Forms | Section III | Scope of Service and Performance Specifications | Section IV | Activity Schedule | Section V | General Conditions of Contract | Section VI | Schedules |
| Section I | Instructions to Bidders | | | | | | | | | | | | |
| Section II | Bidding Forms | | | | | | | | | | | | |
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| Section IV | Activity Schedule | | | | | | | | | | | | |
| Section V | General Conditions of Contract | | | | | | | | | | | | |
| Section VI | Schedules | | | | | | | | | | | | |
| 9. Clarification of Bidding Documents | <p>9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer at the following address:</p> <p style="margin-left: 40px;">procurement@rfanam.com.ng</p> <p style="margin-left: 40px;">The Employer will respond to any request for clarification received earlier than 27th March 2023. Copies of the Employer's response having any incidence in the preparation of bids will be forwarded to all those who received the bidding documents directly from the Employer, but without identifying its source.</p> | | | | | | | | | | | | |
| 10. Amendment of Bidding Documents | <p>10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.</p> <p>10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to those who obtain the bidding documents directly from the Employer. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.</p> <p>10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend the deadline for submission of bids, as necessary in accordance with ITB Sub-Clause 20.2 hereunder.</p> | | | | | | | | | | | | |

C. Preparation of Bids

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| 11. Language of Bid | <p>11.1 All bids, proposals and contract documents relating to the bid shall be in “English”.</p> <p>11.2 Notwithstanding the above, documents in languages other than English may be accepted with translation.</p> |
| 12. Documents Comprising the Bid | <p>12.1 The bid submitted by the Bidder shall comprise the Technical and Financial Proposals as detailed hereunder:</p> <ul style="list-style-type: none"> (a) Qualification Information Form and Documents annexed to the Bid Submission Form in Section II; (b) Documents listed in ITB Sub-Clause 5.1 and (c) Proposal as required in ITB Sub-Clause 13.1 (d) Bid Submission Form (contained in Section II); (e) Price Activity Schedule (Section IV); (g) following documentary evidence (required from Namibian bidders): <ul style="list-style-type: none"> I. A certified copy of proof of business (form/type) registration (depending on the type of business entity, proof can be either BIPA documents or a partnership agreement). II. Valid Certificate of Good Standing from the Receiver of Revenue (Tax Certificate), (certificates are valid only for 5-month from date of issue unless stated otherwise). III. An original (or certified copy) of a Valid Good Standing Certificate: Social Security Commission (SSC certificates are valid only for 1-month from date of issue unless stated otherwise). IV. An original (or certified copy) of a Valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption in terms of Section 42 of the Affirmative Action Act, 1998 (these certificates are valid for 12-months from date of issue unless stated otherwise). V. Written undertaking in terms of section 138(2) of the Labour Acts, 2007, |

13. Technical Proposal

13.1 The Bidder shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide a brief description of the Bidder's present activities. It should focus on services related to the Proposal.

The Bidder should comment on its experience in similar projects and identify the person(s) representing the Bidder in any future dealing with the Employer.

(b) Resource plan

This should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Bidder's current recruitment and training policy, capabilities/facilities and any plan for their expansion.

(c) Safety and Health Policy

The Bidder should produce its Safety and Health Policy and describe the arrangements made to fulfill its obligations to ensure compliance of the duty of the employer, as defined under the Occupational Safety and Health Act and NSI Standards.

(d) Proposed Plan of Work

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed, and demonstrating how the proposed methodology meets or exceeds the requirements. The Bidder must submit a detailed staff management plan and Maintenance of RFA Accommodation Septic Tanks plan, including the number of staff, their task, and timelines for performing Maintenance of RFA Accommodation Septic Tanks tasks as outlined in Section III. In addition to the above information, as a minimum, the Bidder must submit the following documentation:

- 1) Number of qualified staff (Male/Female) available, including their level of experience.
- 2) Confirmation that the Service Provider is able to supply materials and consumables, including specifications of the proposed maintenance of septic tank.
 - i. Pump truck and accessories
 - ii. Sewage tank vacuum pump tank trailer or equivalent
 - iii. Septic Inspection tools, such as sludge

judge, metal detector, etc

- 3) Detailed staff work plans for Maintenance of RFA Accommodation Septic Tanks work, including time that staff will spend performing the tasks listed in the Scope of Service and Performance Specifications (see Section III).
- 4) Client reference list, including contact details, and
- 5) List of major recent contracts.

It is essential for the technical proposal to comprise detailed information on the requirements listed above. Non-submission of this information or submission of incomplete information could prove to be detrimental to the Bidder's proposal in the evaluation and marks allocation of its Technical Proposal.

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| 14. Bid Prices | <p>14.1 The Contract shall be for the services or part thereof, as described in Section III and based on priced activity schedules submitted by the Bidder.</p> <p>14.2 Bidders shall fill in prices for the items of the services described in Section III and listed in the Section IV- Activity Schedule.</p> <p>14.3 All duties, taxes, and other levies payable by the Service Provider 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 total bid price.</p> <p>14.4 Prices shall be fixed and inclusive of all taxes, end-of –the year bonus and gratuities as well as any increase that may be awarded by government during the contract period.</p> |
| 15. Contract Price | <p>15.1 The total amount contained in the Activity Schedule shall be brought forward in the Financial Bid Form as a lump sum in Namibian Dollars.</p> <p>15.2 Bidders may be required by the Employer to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 5.2 (d).</p> |
| 16. Bid Validity | <p>16.1 Bids shall remain valid for the period of 180 days after the closing date for submission of bids.</p> <p>16.2 In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without having the Bid Securing Declaration executed. A Bidder agreeing to the request will not be required or permitted to otherwise modify the bid.</p> |
| 18. Format and Signing of Bid | <p>18.1 The Bidder shall prepare one (1) original set of the documents comprising the Technical and Financial Proposals as described in ITB Clause 12. In addition, the Bidder shall submit three (3) copies of the Technical and</p> |

Financial Proposals and one set of accompanying documents as listed in ITB Sub-Clause 5.1. In the event of discrepancy between them, the original shall prevail.

- 18.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be **signed by a person or persons duly authorized to sign on behalf of the Bidder**, pursuant to ITB Sub-Clauses 5.1(b). All pages of the bid, where entries or amendments have been made, shall be initialed by the person or persons signing the bid.

D. Submission of Bids

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| 19. Sealing and Marking of Bids | <p>19.1 The Bidder shall seal the original and all copies of the Bid in one envelope.</p> <p>19.2 The envelope shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to: <div style="margin-left: 40px;"> <p>Attention: Procurement Management Unit
 Address: Road Fund Administration
 Head Office
 Feld Street 21
 Private Bag 13372
 Windhoek, Namibia</p> </div> (c) bear the name and identification number of the Contract as defined in the Invitation to bid; and (d) provide a warning not to open before the specified time and date for Bid Opening as mentioned in ITB Clause 23.1. <p>19.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p> |
| 20. Deadline for Submission of Bids | <p>20.1 Bids shall be delivered to the Employer at the address specified above not later than 04 April 2023 at 11:00.</p> <p>20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.</p> |
| 21. Late Bids | <p>21.1 Any bid received by the Employer after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.</p> |

- 22.Modification and Withdrawal of Bids
- 22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.
 - 22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
 - 22.3 No bid may be modified after the deadline for submission of bids.
 - 22.4 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in Clause 16.1 or as extended pursuant to ITB Sub-Clause 16.2 shall result in execution of the Bid Securing Declaration pursuant to ITB Clause 17.
 - 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission.

E. Bid Opening and Evaluation

- 23.Bid Opening-
- 23.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 22, in the absence of the Bidders' representatives. The list of bids received, and summary thereof will be sent via e-mail address indicated at the bid buying register two days after opening bids, **at 21 Feld Street, Ausspannplatz, Windhoek, 11:00**
 - 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 22 shall not be opened.
 - 23.3 The Bidders' names, the bid prices and the total amount of each bid, any discounts, bid modifications and withdrawals, the presence or absence of the subscription to Bid Securing Declaration in the Bid Submission Form, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at Bid Opening except for the late bids pursuant to ITB Clause 21; Bids and modifications sent pursuant to ITB Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

- 23.4 The Employer will prepare minutes of the Bid Opening, including the information disclosed to those present in accordance with ITB Sub-Clause 23.3.
24. Confidentiality 24.1 Information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions, may result in the rejection of his bid.
25. Clarification of Bids 25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 29.
- 25.2 Subject to ITB Sub-Clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the Bid Opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
26. Examination of Bids and Determination of Responsiveness 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid:
- (a) meets the eligibility criteria defined in ITB Clause 4;
 - (b) has been properly signed; and
 - (c) is substantially responsive to the requirements of the bidding documents.
- 26.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
- (a) which affects in any substantial way the scope, quality, or performance of the Services;

- (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

26.3 If a bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Errors and Omission

27.1 In the examination of substantially responsive bids, the Public Entity shall distinguish between errors and omissions that are properly subject to correction and those that are not. A Bidder should not be automatically disqualified for not having presented complete information, either unintentionally or because the requirements in these bidding documents were not sufficiently clear. Provided that the error or omission in question is subject to correction –generally a situation arising in the context of issues relating to data, information of a factual or historical nature, or issues that do not affect the principle that bids should be substantially responsive, the Public Entity must permit the Bidder to promptly provide the missing information or correct the mistake. However, there are certain basic errors or omissions which, because of their nature are not subject to correction. Examples of these are failure to sign a bid or submit a guarantee. Furthermore, the Bidder may not be permitted to correct errors or omissions that alter the substance of an offer, constitute material deviation or reservation, or in any way improve it.

28. Comparison of Technical Proposal

28.1 The Technical Proposals shall be evaluated as per a marking system as indicated in Section VI- Schedule. Only those having scored the minimum pass marks or more, shall be retained for the financial evaluation.

29. Correction of Errors

29.1 Bids determined to be substantially responsive shall be checked by the Public Entity for any arithmetic error. Errors shall be corrected by the Public Entity as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be

corrected.

- 29.2 The amount stated in the bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the bid shall be rejected, and the Bid Securing Declaration exercised in accordance with ITB Sub-Clause 17.2.
30. Evaluation and Comparison of Financial Proposals
- 30.1 The Employer will evaluate and compare only those bids that have scored the minimum pass mark.
- 30.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 33; and
 - (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.
- 30.3 The prices shall be compared as per lowest to highest quote.

F. Award of Contract

31. Award Criteria
- 31.1 Subject to ITB Clause 32, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has scored the highest marks per **site and ad hoc rate per hour for external site, as a whole**, provided that such Bidder has been determined to be:
- (a) eligible in accordance with the provisions of ITB Clause 4, and
 - (b) qualified in accordance with the provisions of ITB Sub-Clause 5.2.
32. Employer's Right to Accept any Bid and to Reject any or all Bids
- 32.1 Notwithstanding ITB Clause 31, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
33. Notification of Award and Signing of Agreement
- 33.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to challenge and Appeal the Employer shall notify the

selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal www.mof.gov.na/procurement-policy-unit and the Employer's website, the results of the Bidding Process.

33.2 The notification of award will constitute the formation of the Contract.

33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 30 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the Employer, together with the required Performance Security pursuant to Clause 34.

35. Debriefing

35.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award.

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Section II: Bidding Data Sheet

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

A. General	
ITB 1.1	<p>The Public Entity is Road Fund Administration</p> <p>Provision of maintenance to various RFA accommodation septic tanks</p> <p>The name and identification of the Contract are PROVISION OF MAINTENANCE OF SEPTIC TANKS AND/OR OXIDATION PONDS AT VARIOUS RFA ACCOMMODATION SITES</p>
ITB 1.2	<p>The Intended Contract Period is 36 months (3years) from day of Award, with extension for a possible 12 months (1 year), subject to satisfactory performance.</p> <p>The contract shall be based on fixed rates as per pricing schedule for Year 1, Year 2, and Year 3, and or Year 4, with escalation estimates of national rate inflation per respective year.</p>
ITB 5.2(a)	Pre-qualifications have not been carried out. Hence bidders will be required to submit all necessary documents are indicated in ITB 5.3 below.
ITB 5.3	Refer to Section III: Evaluation Criteria.
ITB 5.3(b)	<p>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</p>
ITB 5.4	Joint Ventures are not allowed .
ITB 5.5	<p>All the qualification criteria in Sub-Clause 5.5 applies with the following additions:</p> <ul style="list-style-type: none"> • Submit a list of 5 references from previous completed contracts or current contracts where 70% of the contract scope has been completed (proof). • Submit CV of foreman and workers.

ITB 5.5(a)	Not Applicable
ITB 5.5(b)	Refer to Part 2: Activity Schedule
ITB 5.5(c)	Refer to Part 2: Activity Schedule

ITB 5.5(e)	Not Applicable
ITB 5.6	Subcontracting is not allowed.
B. Bidding Data	
ITB 8.1 (b)	Clarification meeting will be held online, on Wednesday, 16 March 2023
ITB 9.2 and 19.1	<ul style="list-style-type: none"> The number of copies of the Bid to be completed and returned shall be one (1) original complete document- completed in blank ink only (no soft copy will be provided by RFA) No copies required.
C. Preparation of Bids	
ITB 10.1	<p>Clarification questions must be submitted in writing only to the Head of Procurement:</p> <p>procurement@rfanam.com</p> <p>The deadline to seek clarifications is 27 March 2023.</p> <p>Bidders are encouraged to conduct site visit of the respective sites in order to have an understanding of the sites to be serviced. Bidders are encouraged to make an appointment with the Property Administrator, Ms Erna Aisindi at eraisindi@rfanam.com.na</p> <p>Site visits will only be permitted in the period between <u>21 February 2023 – 27 March 2023</u></p>
ITB 13.1(g)	There are no additional materials required to be completed and submitted.
ITB 14.1	Local inputs shall be quoted in Namibian Dollars Only.
ITB 14.4	The Contract is not subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be 180 days after the deadline for Bid submission specified in the BDS.
ITB 17.1	Bid shall include a Bid Security Declaration for 180 days using the form included in Section III, Bidding Forms.
ITB 17.3	Bidding security is not applicable for this bid.
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted.
ITB 18.4	Alternative technical solutions shall not be permitted.

D. Submission of Bids

ITB 21.1	The deadline for submission of bids shall be 4 April 2023 Time: 11:00 am
E. Bid Opening and Evaluation	
ITB 24.1	<p>The bid opening shall take place at: Road Fund Administration, 21 Feld Street, Windhoek</p> <p>Date: 4 April 2023 Time: 11:00 am</p>
F. Award of Contract	
ITB 36.1	The Advance Payment is not applicable in this contract.
ITB 37.1	<p>Arbitration will be as per the Laws of Namibia. The arbitration procedures of the following institutions will be used:</p> <p>“Following notice of intention to commence arbitration issued by either party, an Arbitrator shall 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”.</p>
ITB 20.2	<p>The Employer’s address for the purpose of Bid submission is</p> <p>Attention: Procurement Management Unit</p> <p>Address: Road Fund Administration</p> <p>Head Office</p> <p>Feld Street 21</p> <p>Private Bag 13372</p> <p>Windhoek, Namibia</p>

Bid Submission Form

Date.....:

To:.....[name and address of Employer]

- (a) Having examined the bidding documents [includingaddenda], we offer to execute the.....[name and identification number of Contract] in accordance with the Conditions of Contract, Scope of Service and Performance Specifications and the Activity Schedules accompanying this bid for the Contract Price of N\$.....
.....[Insert the total bid Price in words and figures, indicating the various amounts in Namibian Dollars only];
- (b) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you receive.
- (c) We hereby confirm that this proposal complies with the bid validity required by the bidding documents.
- (d) We have read and understood the content of the Bid Securing Declaration form contained in Section II and subscribe fully thereto. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned therein.
- (e) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.
- (f) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
[if none, state "none"]		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

[Company's seal]



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.: NCS/ONB/RFA – 04/2022

Procurement Description: MAINTENANCE OF SEPTIC TANKS AND/OR
OXIDATION PONDS AT VARIOUS RFA ACCOMMODATION SITES

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

Annex to Technical Proposal Form

Qualification Information

1. Individual Bidders
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of bid or alternative acceptable evidence: *[attach]*
- 1.2 Total annual volume (amount in Namibian Dollars) of services performed in each of the last three years: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of services of a similar nature over the last three years. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			
(c)			
(d)			
(e)			

- 1.4 Major items of Equipment and logistics proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.2(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			
(c)			
(d)			
(e)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.2(d) and

GCC Clause 4.

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

1.6 Proposed subcontracts and firms involved.

Sections of the Services	Value of subcontract	Subcontractor (Name and address)	Experience in providing similar Services
(a)			
(b)			
(c)			
(d)			
(e)			

1.7 Financial reports for the last two years: balance sheets, profit and loss statements, auditors' reports, Financial Statements etc. List below and attach copies.

1.8 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.9 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			
(c)			
(d)			
(e)			

1.10 Statement of compliance with the requirements of ITB Sub-Clause 4.1.

2. Additional Requirements

2.1 Bidders should provide any additional information required in the ITB and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Part II – Activity Schedule

Section III – Scope of Service and Performance Specifications

1. Scope of Work

- 1.1** The scope of work is for the provision of maintenance of septic tanks at respective RFA Accommodation site(s) on an “as - needed and when - requested” basis including emergency response.
- 1.2** The awarded service provider is expected to be available in order to respond to emergencies on a twenty-four (24) hours per day, seven (7) days per week, 365 days per year, as determined by the nature of a given situation and/or emergency.
- 1.3** A Service Level Agreement will be signed with the awarded to the service provider which will spell out detailed terms and conditions for this bid.

2. Requirements of Maintenance of Septic Tanks Works

- 2.1** Provide general Plumbing services to all existing and new RFA buildings which include, but are not limited to:
- Inspect leaks at the tank and system.
 - Repair and replace damaged sewer pipes Backflushing.
 - Tank Cleaning (Empty/desludge septic tanks)
 - Tank Maintenance
 - Septic Tank Pumping
 - Septic Removal
 - Septic Repair

Table One: Specification on Sites

Nr	Site name	Size	Frequency	
			Pumping services	Desludge services
1	Katima Mulilo RFA Accommodation site	60 m ³	Monthly	Bi-annually
2	Ngoma Accommodation Site	14 m ³	Twice a monthly	Quarterly
3	Omahenene RFA Accommodation Site	40m ³	On request	Annually
4	Katwitwi RFA Accommodation Site	40m ³	Annually	Annually
5	Oshikango RFA	46m ³	On request	Annually

	Accommodation Site			
6	Kasamane RFA Accommodation Site	40m ³	Annually	Annually
7	Mata – Mata RFA Accommodation Site	60m ³	Annually	Annually
8	Noordoewer RFA Accommodation Site	56 m ³	Twice a monthly	Quarterly
9	Sendlingsdrift	60 m ³	Annually	Annually
10	Klein Manase (Oxidation Pond)	700 m ³	On request	N/A

3. Drawings

RFA will provide detailed building plans, site layout, engineering drawings and equipment specifications to the successful bidder/s, here necessary.

4. Equipment and Consumables

- 4.1 The Service Provider shall make available, at its own cost, all necessary equipment, machinery and materials *as required* to adequately perform the services including but not limited to:

5. Requirements for Service Provider's Staff and Labour

- 5.1 The Service Provider shall provide uniforms whose pattern and colour shall be approved by the Employer. For each person, the uniform should mainly consist of two sets of safari suites and one pair of shoes.
- 5.2 It shall also comply with the related legislations in respect of wages, leave entitlement and pension contributions for its personnel.

B. Performance Monitoring

1. Objective:

- 1.1 The Representatives of the Employer and the Service Provider shall meet at top management level at least once every three months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service.

2. Management Meetings

2.1 The representatives of the Employer shall, after consultation with the Service Provider, set up a Management Committee comprising Employer's representatives who are involved in one way or the other in the administration of the maintenance of septic tank services/ works at the organizational or regional levels, and the supervisory staff of the Service Provider who are responsible for the sites that have been entrusted to the Service Provider. There shall be separate committee arrangements where the contract of the Public Entity has been awarded to two or more Service Providers.

2.2 Management meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at regional or section level for day-to-day matters.

2.3 The scope of the Committee(s) shall be for:

- (a) reviewing major shortcomings that have occurred on the sites in the past months and measures taken thereon.
- (b) taking cognizance of complaints made by the Employer's representatives and action taken by the Service Provider.
- (c) attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement.
- (d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and
- (e) attending to other matters related to contractual obligations of the Service Provider(s).

2.4 Appropriate records of the Management Meetings shall be kept by the Employer.

3. Post Contract Evaluation Report

3.1 After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

Section IV – Activity Schedules

1. Maintenance of RFA Accommodation Septic Tanks

- 1.1 The rate does not include transport allowance, insurance, and other incentive from service provider. Wherefore service provider to indicate allowances in company profile and separate quote.

1.2 Table One: Pumping Services

Item No.	Description	Unit Measure	M ² Rate N\$	VAT N\$	Total M ² Rate N\$	Total Rate N\$
1.	Pumping rate per m ²					
Total						

1.3 Table Two: Additional services

Item No.	Description	Unit Measure	M ² Rate N\$	VAT N\$	Total M ² Rate N\$	Total Rate N\$
1.	Desludge services					
	Total					

The Contact Price shall be the Total inclusive of the VAT times the number of months of the complete contract period. This amount should be inserted in the Financial Bid. Service Providers should indicate if they are VAT registered or not

1.4 SCHEDULE OF RATES– INCLUDING VAT
Provision of Maintenance of RFA Accommodation Septic Tanks Rates

No	Item	Tendered Rates (Including VAT)-Rate for Period:		
		1 April 2023 – 31 March 2024	1 April 2024 – 31 March 2025	1 April 2025 – 31 March 2026
1	Call out fee to RFA to include the following: <ul style="list-style-type: none"> • Travel to and from RFA site. • Assessment of what is required. • One (1) hour of onsite labour. Should there be more than one visit required for a request after the first callout or additional labour on the day of the first call out, the applicable travel and labour rates below will apply.	N\$	N\$	N\$
2	Standard labour per hour NORMAL HOURS	N\$	N\$	N\$
3	Standard labour per hour AFTER HOURS Including SATURDAYS	N\$	N\$	N\$
4	Standard labour per hour SUNDAYS	N\$	N\$	N\$
5	Standard labour per hour PUBLIC HOLIDAY	N\$	N\$	N\$
6	Percentage tendered for mark-up on materials to be used for work requests/call-outs - (Supplier Invoices for materials used for requests/callouts must be provided during duration of contract)	%	%	%

Bidder to indicate on a separate pricing page any additional pricing requirements/company pricing conditions not indicated above.

PRICE EVALUATION SCHEDULE – (FOR EVALUATION PURPOSES ONLY):

Bidder to carry over the prices, rates and/or percentages as stated in above schedule to the price evaluation schedule below and calculate the total, all-inclusive and inclusive of VAT.

Rates for the period 01 April 2023 – 31 March 2024 to be carried over)

Item	Unit	Rate 2023-2024
Callout AS TENDERED		N\$
Labour per normal hour a TENDERED	Hr	N\$
Labour per after Hour Service	Hr	N\$
Labour per Hour Sunday & Public Holiday	Hr	N\$

Section VI – Schedules

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

2. Evaluation

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

- a) RFA may request additional information, clarifications, or verification in respect of any information contained in or omitted from a service provider's tender. This information will be requested in writing.
- b) RFA will conduct due diligence on any service provider, which may include interviewing customer references or other activities to verify a service provider's or other information and capabilities (including visiting the service provider's premises).
- c) Service provider will be obliged to provide RFA with all necessary access, assistance, and/or information which RFA may reasonably request and to respond within the given time frame set by RFA.
- d) RFA will evaluate the bids with reference to requirements of Public Procurement Act 15 of 2015, Procurement Regulation and RFA's set and approved evaluation criteria as indicated below.

3. Mandatory Checklist

- a) The Public Procurement Regulation and RFA has defined minimum pre-qualification/mandatory criteria listed in the table below that must be met by service provider in order for RFA to accept a tender for evaluation.
- b) Failure to comply with mandatory documents will lead to automatic disqualifications.

No.	Mandatory Requirements	Tick (if attached)
1	A certified copy of proof of business (form/type) registration (depending on the type of business entity, proof can be either BIPA documents or a partnership agreement).	

2	Valid Certificate of Good Standing from the Receiver of Revenue (Tax Certificate), (certificates are valid only for 5-month from date of issue unless stated otherwise).	
3	An original (or certified copy) of a Valid Good Standing Certificate: Social Security Commission (SSC certificates are valid only for 1-month from date of issue unless stated otherwise).	
4	An original (or certified copy) of a Valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption in terms of Section 42 of the Affirmative Action Act, 1998 (these certificates are valid for 12-months from date of issue unless stated otherwise).	
5	A certificate indicating SME Status (optional)	
6	Written undertaking in terms of section 138(2) of the Labour Acts, 2007,	
Additional Requirements		
7	Proof of Compliance to Minimum Wage Standards,	
8	Written Power of attorney to sign on behalf of the organization, were necessary.	
9	Joint Ventures will not be allowed	
10	Detailed company profile	
11	Detailed company profile including 5 most recent (period between 2018-2022) reference letters on company letterheads (not older than 1 years) with contact details.	

4. Functionality Evaluation Criteria

4.1 The Road Fund Administration will follow a two-phase process. Service Providers qualifying from Phase 1 will be evaluated according to the criteria in Phase 2.

4.2 In Phase 1, Service Providers will be assessed in terms of facilities maintenance services, management experience in a similar environment, financial stability, and operational capacity to carry out the assignment.

4.3 Only Service Providers scoring 50 points and more will be considered for Phase 2.

4.4 In Phase 2, service providers will be ranked according to price quoted (from lowest to highest.)

5. functionality Evaluation – Phase 1

No	Criteria	Documents Required & Qualification Criteria	Points
1	Management Competence	a) Organizational chart <ul style="list-style-type: none"> Organization chart = 1 No organization chart = 0 b) Fore man personnel <ul style="list-style-type: none"> CV attached = 2 No cv attached = 0 Relevant certificate = 5 No attached mechanism = 0 c) Policy and arrangement to comply with Safety and Health at Work <ul style="list-style-type: none"> Safety Policy provided = 5 No Safety Policy provided = 0 d) Supervision and Monitoring Mechanism <ul style="list-style-type: none"> Monitoring mechanism provided = 2 No monitoring mechanism provided = 0 	15
2	Financial stability	a) Total value of completed projects during the last three (3) years: <ul style="list-style-type: none"> \leq N\$ 15000 = 5 $\text{N\\$ } 15\,000 \leq \text{N\\$ } 100\,000 = 10$ $\text{N\\$ } 100\,000 \leq \text{N\\$ } 2\,000\,000 = 20$ 	20
3	Company Experience Company experience	Submit minimum 5 reference letters (with the period of 2016 – 2022) on company letterheads from previous completed related contracts or current contracts <ul style="list-style-type: none"> Less than 3 years = 0 3-4 years = 5 points 5-6 years = 15 points 7 + years = 25 points 	25
4	Tools & Equipment	Submission of Equipment = 5 Points <ul style="list-style-type: none"> Pump truck and accessories = 5 Points Sewage tank vacuum pump tank trailer or equivalent = 2.5 Septic Inspection tools, such as sludge judge, metal detector, etc = 5 points 	10

		EXCEEDING REQUIREMENTS WILL NOT GAIN ADDITIONAL POINTS.	
		TOTAL POINTS	70

6. No Margin of Preference

Part III –Contract

Section VII. General Conditions of Contract

1. This sample contract for the Provision of Services has been prepared for use when hiring firms to provide Services paid on the basis of Time-Based remuneration.
2. Time-Based contracts are used when definition of the quantities to be performed is not certain and may be increased at any time depending on the need, when the commercial risk taken by the Service Provider is minimal, and when therefore such Service Provider/s are prepared to perform the assignment for an agreed predetermined rate. Such price is arrived at on the basis of inputs—including rates—provided by the Service Provider. The Employer agrees to pay the Service Provider according to a schedule of payments linked to the delivery of certain outputs. A major advantage of the time-based contract is the simplicity of its administration, the Employer having the flexibility of increasing the quantities and only to be satisfied with the outputs without monitoring the staff inputs.
3. The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Employer using this sample contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

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Section VII. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder **as specified in SCC**.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Contract Period” means the period which the Services are required to be provided by the Service Provider as certified by the Employer **as indicated in the SCC**;
- (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract **as indicated in the SCC**;
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.2;
- (f) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (g) “Employer” means the party who employs the Service Provider **as specified in the SCC**
- (h) “GCC” means these General Conditions of Contract;
- (i) “Government” means the Government of the Republic of Namibia;
- (j) “Local Currency” means Namibia Dollars;
- (k) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (l) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (m) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (n) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

- (o) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (q) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (r) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (s) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Namibia.
- 1.3 Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address **specified in the SCC**.
- 1.5 Location** The Services shall be performed at such locations as are specified in **Appendix A**, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Republic of Namibia or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Public Entity** The Service Provider shall permit the Employer to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so required by the Latter.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**, no later than 30 days after the notification of award was issued.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.10. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.6 Termination**
- 2.6.1 By the Employer** The Employer may terminate this Contract, by not less than thirty

(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"⁵ 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"⁶ 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"⁷ 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"⁸ 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
 - (aa) 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

⁵ For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁶ For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁷ For the purpose of this Contract, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁸ For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

(e) In case the liquidated damage reaches the maximum as per sub-clause 3.10.1.

(f) Notwithstanding the above the Employer may terminate the contract for its convenience after giving a prior notice of 30 days.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within Sixty (60) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider

The remuneration of the Service Provider pursuant to Clause 6 shall

Not to Benefit from Commissions and Discounts.	constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project	The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	<p>Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities in the Republic of Namibia which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.3 Confidentiality	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
3.4 Assignment	The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.
3.5 Indemnification	The Service Provider shall indemnify, hold, and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents, or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers,

agents, servants, or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

3.6 Insurance to be Taken Out by the Service Provider

- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- (c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees, or sub-contractors performing work or services in connection with this Contract.
- (d) Except for the Employer's Liability and Workmen's compensation insurance, the insurance policies under this clause shall:
 - (i) Name the Employer as additional insured;
 - (ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer;
 - (iii) Provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

3.7 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.8 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.9 Documents Prepared by the

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in

Service Provider to Be the Property of the Employer	accordance with Sub-Clause 3.8 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC .
3.10 Liquidated Damages	
3.10.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC . The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.10.2 Correction for Over-payment	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
3.10.3 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC .
3.11 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Notification of award. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer and denominated in Namibia Dollars. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
4.2 Removal and/or Replacement of Personnel	(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Employer finds that any of the Personnel have:
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,
 then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

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| 5.1 Assistance and Exemptions | The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC. |
| 5.2 Change in the Applicable Law | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be. |
| 5.3 Services and Facilities | The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E. |

6. Payments to the Service Provider

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| 6.1 Time-Based Remuneration | The Service Provider's remuneration shall not exceed the Contract Price rates and shall be subject to the quantities performed as agreed with the purchaser including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3. |
| 6.2 Contract Price | The price payable in Namibia Dollars is the corrected bid price accepted in terms of the award or the total amount in terms of the Contract Agreement signed by the Parties, whichever is applicable. |
| 6.3 Payment for Additional Services, and Performance Incentive | 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, an increase in the remuneration may be done by increasing the quantities multiplied by the unit price thereto provided in |

	Compensation	Appendices D and E.
6.4	Terms and Conditions of Payment	<p>6.4 Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Namibia for the same amount and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.</p>
6.5	Interest on Delayed Payments	<p>6.5 If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.</p>
6.6	Price Adjustment	<p>6.6.1 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, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$ <p>Where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p>A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p>Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 30 days before Bid opening for labor; both in the specific currency “c”.</p> <p>Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 30 days before Bid opening for other inputs payable; both in the specific currency “c”.</p> <p>If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the</p>

corresponding number of such currency units on the date of the current index.

6.6.2 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.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

6.8 Labour Clause

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

- (i) by collective agreement applying to a substantial proportion of the employees and employers in the trade concerned;
- (ii) by arbitration awards; or

(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.

6.8.2 No Service Provider 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) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Accounting Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

6.8.3 Where the Accounting Officer of the Public Entity

administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.

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

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.10.3

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 15 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in**

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

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 15 days of receipt of such request.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is not applicable to this contract.
1.1(c)	The Contract Period is: To be inserted at contract signing
1.1(d)	The contract name is the Provision of cleaning services for RFA
1.1(g)	The Employer is Road Fund Administration
1.1(k)	The Member in Charge is [name of Member Leader of the Joint Venture].
1.4	<p>The addresses for delivery of notices are:</p> <p>Employer: Road Fund Administration</p> <p>Attention: Procurement Management Unit</p> <p>Facsimile: procurement@rfanam.com.na</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Mr Ali Ipinge – Chief Executive Officer</p>
2.1	<p>The date on which this Contract shall come into effect is [date].</p> <p>[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as date of signing of contract, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Sub-Clause 6.4), or as otherwise mentioned in the Notification of award etc.]</p>
2.2.2	The Intended Starting Date for the commencement of Services is [date]
2.3	The Intended Completion Date is 3 years from the intended commencement date of the contract.
2.5.1.	Public Entity to define what is considered as extreme conditions:
3.2.3	Activities prohibited after termination of this Contract are:
3.9	Restrictions on the use of documents prepared by the Service Provider are:

3.10.1	The liquidated damages rate is.
3.10.3	The percentage to be used for the calculation of Lack of performance Penalty is :
5.1	The assistance and exemptions provided to the Service Provider are:
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee from a bank operating in Namibia for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ _____(indicate milestone and/or percentage)_____ ➤ _____(indicate milestone and/or percentage)_____ and ➤ _____(indicate milestone and/or percentage)_____ <p>Should the certification not be provided or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment.
6.6.1	Price adjustment is to be applied in accordance with Sub-Clause 6.6.
7.1	<p>The procedures for inspection of the Services by the Employer are as follows: Not less than 7 days after completion of work.</p> <p>The Defects Liability Period is 30 days.</p>
8.2.3	The Adjudicator is who will be paid a rate of per hour of work. The following reimbursable expenses are recognized:

8.2.4	<p>The arbitration procedures of the following institutions will be used:</p> <p>Following notice of intention to commence arbitration issued by either party an Arbitrator shall 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.</p> <p>The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is:</p>

Section IX. Contract Forms

Form of Contract

TIME-BASE REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[**Note:** In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of..... at a rate of N\$ per unit;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Service Provider’s Bid
- (b) the Special Conditions of Contract;
- (c) the General Conditions of Contract;
- (d) the Scope of Service and Performance Specifications;
- (e) the Priced Activity Schedule; and
- (f) The following Appendices:

[**Note:** If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Local Currency

Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]