



**PROCUREMENT MANAGEMENT UNIT
For the
Oranjemund Town Council**

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B I D D I N G D O C U M E N T S

Issued on: **23/09/2022**

Open National Bidding

**Project: Provision of Security Services to Oranjemund Town
Council Offices – for Three Years**

FEE: N\$ 300.00

Procurement Reference No: **NCS/ONB/ORTC-01/2022/23**

Closing date & Time: **Friday, 28 October 2022 at 11h00**

PARTICULARS OF BIDDER

Business Name :

Postal Address:

Telephone and Cell No:

Contact Person:

E-Mail Address:

Total Bid Price .:

INFORMATION TO THE BIDDERS:

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Section I – Instructions to Bidders

Section I. Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Roads Authority also referred to herein as the Employer invites bids for the **provision of security services to Oranjemund Town Council various Offices** as described in Section III- Scope of Service and Performance Specifications. The contract shall be on the basis of fixed rates for an initial period of **three (3) years**.
- 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.
- 2. Application for Review**
- 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.
- 2.2 Application for Review shall be addressed to
- The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**
- 3. Corrupt or Fraudulent Practices**
- 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.
- 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
- 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;
- For the purpose of this Sub-Clause:

(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;

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.

- (c) Certifications by the Bidder of the absence of a 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) certified 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 security services performed for each of the **last five years**;
- (d) experience in services of a similar nature and of similar size as far as possible, in each of the **last five 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 i.e. uniforms, badge, identity card, etc., logistics support and strategies proposed to deploy for the execution of this contract;
- (f) Certified copies of 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, or financial statements for the past three 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 three years and reasons for such occurrences.

5.2 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) Experience and satisfactory performance over the **last five years** 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 **five year experiences** in managing security services of a comparable nature.

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

- 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 into a contract for the services. The costs of visiting the site shall be at the Bidder's own expense. No pre-bid meeting will be conducted.

B. Bidding Documents

- 8. Content of Bidding Documents** 8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:

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

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

9. Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer at the following address:

Oranjemund Town Council, corner of 8th Avenue and 12th Street,

The Employer will respond to any request for clarification received earlier than **14 days prior to the deadline for submission of bids**. 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.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

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.

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.

C. Preparation of Bids

11. Language of Bid

11.1 All bids, proposals and contract documents relating to the bid shall be in "English".

11.2 Notwithstanding the above, documents in languages other than English may be accepted with translation.

12. Documents Comprising the Bid

12.1 The bid submitted by the Bidder shall comprise the Technical and Financial Proposals as detailed hereunder:

- (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);
- (f) Bid Securing Declaration;

The following mandatory documentary evidence are required from Namibian bidders:

- a) A valid certified copy of founding statement (Business Registration Certificate/Trade License) issued by Ministry of Trade and Industry;
- b) A valid certified copy or original good standing Tax Certificate;
- c) A valid certified copy or original good standing social security certificate; or in the case where the bidder has no employees a confirmation letter from the Social Security Commission
- d) A valid certified copy of the Affirmative Action Compliance Certificate; or an exemption or proof from Employment Equity Commission that the bidder is not a relevant employer
- e) 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.
- f) Bid Securing Declaration – the bidder shall be aware of the content of the Bid Securing Declaration and shall subscribe to it by signing the Bid Submission Form;

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- g) Written undertaking as contemplated in Section 138(2) of the Labour Act, 2017;
 - h) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof;
 - i) Proof that the Bidder is financially in a position to render security service to Oranjemund Town Council. Attach a letter of intent/ or bank guarantee letter from a recognized financial institution. A guarantee of 15% of the estimated bid amount should be provided.
 - j) Proof of insurance (fidelity) coverage against any security related risks (**minimum N\$2 000 000.00**);
 - k) Documentary proof of **last five (5) years** of continuous experience in rendering security services (**Attach at least three (3) testimonials from current/previous clients**). The testimonials should be clearly indicative of the time-period (term) for which a tenderer has provided security services.
 - l) Company ownership (disclosing any shareholding relationship that a bidder has with the directors/ members) and percentage of shareholding/ contribution;
 - m) Organizational structure indicating nationality of shareholders and other employees
 - n) Certified copies of registration certificates and licenses of security devices e.g. radios, fire arms and vehicles, which will be utilised;
 - o) It is mandatory that reservations shall be given to bidders based and/or currently operating within the region where specific sites are located. (Provide **certified copy of valid Fitness Certificate** and/or **Proof of certified copy of valid current Contract** in a specific region). Bidders that do not provide proof of residence/current operations in a specific region(s) will automatically be disqualified;

- p) The bidder should attach a copy of payment receipt, failure which will result in automatic disqualification of such bid.
- q) A bidder must initial each page of **Parts I to VI** of the bidding document, including all attachments, failure which will render the document invalid and disqualification thereof, as this document will form part of the contract documents in the event that the bidder is successful.

13. Technical Proposal

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

(a) Company profile and experience

This section should provide a brief description of the Bidder's present activities. It should focus on services related to the Proposal i.e. Experience in providing security services to businesses/companies that are comparable in size, profile and cleaning requirements to the Roads Authority

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) Site Management and Organization

- Methodology and site management for efficient security services i.e. demonstrating how the proposed methodology meets or exceeds the requirements
- Organization of resources and resource persons
- Organizational chart & Key personnel
- Committed policy and arrangement to comply with Safety and Health at Work place

(c) Recruitment and Screening Mechanisms

- Recruitment mechanism
- Screening Processes (education, background, criminal history, substance abuse)
- Training program (pre-assignment, on-the-job, retraining systems, management training and development programs)

(d) Supervision and Monitoring mechanism

The Bidder must submit a detailed staff management plan and security plan, including the number of staff, their task, and timelines for performing security 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 security staff (Male/Female) available, including their level of experience.
- 2) Detailed staff work plans for security work, including time that staff will spend performing the tasks listed in the Scope of Service and Performance Specifications (see Section III).
- 3) Information of how the Service Provider will manage the provision of replacement security staff during sick leave and annual leave.
- 4) Leave entitlement for the staff and method of managing staff leave entitlements.
- 5) Client reference list, including contact details, and
- 6) List of recent major contracts.

(e) **Logistics**

- 7) Confirmation that the Service Provider is able to supply uniformed security staff with the following equipment/items:
 - Baton stick per guard
 - A pair of hand cuffs per guard
 - Pepper spray per guard
 - Two-way radio per Shift
 - Fire arm per Shift (Shift Supervisor Only)
 - Torch
 - Other communication facilities of security personnel

NB: It is essential for the technical proposal to comprise detailed information on the requirements as listed above. Should any of the above-mentioned information not be provided by the bidders, such bidder will automatically be disqualified.

14. Bid Prices

- 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.
- 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.
- 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.

- 14.4 **Prices shall be fixed and inclusive of all taxes, inflationary rate, labour, materials, end-of-the year bonus and gratuities as well as any statutory increase that may be awarded during the contract period and anything else necessary for the execution and completion of the service.**

15. Contract Price 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.

- 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).

16. Bid Validity 16.1 Bids shall remain valid for the period of **one hundred and eighty (180) days** after the closing date for submission of bids.

- 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.

17. Bid Securing Declaration 17.1 **The Bidder shall be aware of the content of the Bid Securing Declaration and shall subscribe to it by signing the Bid Submission Form.**

- 17.2 If a Bid Securing Declaration is executed the bidder may be disqualified to be awarded a contract by any Public Entity for a period of time as determined by the Procurement Policy Unit.

18. Format and Signing of Bid 18.1 The Bidder shall prepare one original set of the documents comprising the Technical and Financial Proposals as described in ITB Clause 12 with accompanying documents as listed in ITB Sub-Clause 5.1.

- 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**
- 19.1 The Bidder shall seal the original and all copies of the Bid in one envelope.
- 19.2 The envelope shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to:

The Secretariat: Procurement Management Unit

Oranjemund Town Council

P O Box 178

Oranjemund
 - (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.
- 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.
- 20. Deadline for Submission of Bids**
- 20.1 Bids shall be delivered to the Employer at the address specified above **not later than 14 October 2022 at 10:00.**
- 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.
- 21. Late Bids**
- 21.1 Any bid received by the Employer after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.
- 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 presence of the Bidders' representatives who choose to attend, **at Oranjemund Town Council Head Office – Corner of 8th and 12 Avenue , on 28 October 2022 at 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.

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- 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.

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- 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 bidders that conforms to all the terms, conditions, and specifications of the bidding documents 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 compare the financial proposal for the bidders that meet the technical criteria.

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;
- b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5; and
- c) all Bidders shall be evaluated on the following stages and any bidder that **fails part of any stage will not be considered for further evaluation procedure:**
 - (i) **Administrative compliance grid:** to assess the compliance of each of the bids with the requirements stipulated in ITB;
 - (ii) **Legal compliance grid:** to assess the compliance of each of the bids with the requirements of legal documentations;
 - (iii) **Professional and technical proposal grid:** to assess the compliance of each of the bids with the requirements of the technical proposal; and
 - (iv) **Financial benchmark admissibility grid:** to assess the compliance of each of the bids with the requirements of the gazetted and standard ‘benchmark’ rates.

The Employer shall evaluate bid rates and/or bid prices against reasonable gazetted and standard ‘benchmark’ prices that are based on realistic and verifiable actual costs. Any bidder that falls outside the ‘benchmark’ rates will automatically be ineligible for contract award (disqualified).

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 whose offer has been determined to be the lowest evaluated, provided further that the

Bidder is determined to be qualified to perform the contract satisfactorily. The 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.
- c) The ***Bidders will be rated in ascending order*** according to their respective ***Bid Amounts*** per each **Site** in such a way that the Bidder with the lowest compliant Bid amount is rated the highest and the Bidder with the highest compliant Bid Amount is rated the lowest with regard to the site. ***The Bidders with the highest Rating for each site will be recommended*** for that site.

- | | |
|---|--|
| 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 | <p>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 Roads Authority website: www.ra.org.na the results of the Bidding Process.</p> <p>33.2 The notification of award will constitute the formation of the Contract.</p> <p>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.</p> |
| 34. Debriefing | 34.1 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.

Section II – Bidding Forms

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Bid Submission Form

Date.....

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

(a) Having examined the bidding documents *[including addenda]*, 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]

Appendix to Bid Submission Form

BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1)(b) and 37(5))

Date:[Day/month/year].

Procurement Ref No.:

To:[insert complete name of Public Entity and address].

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

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

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

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

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

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

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

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____
[insert date of signing]

Corporate Seal (where appropriate)

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

***delete if not applicable / appropriate**



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. 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.:.....

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

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)			

- 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)			

- 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)			

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)			

1.7 Financial reports for the last three 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)			

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.

Section III – Scope of Service and Performance Specifications

A. Scope

The scope of work comprises of the provision of security services to , **Oranjemund Town Council various premises for the period of three (3) years.**

B. Purpose

The Oranjemund Town Council herein referred to as the Employer requires the Service Provider to provide the highest security standards and not less than in accordance with the minimum service levels outlined below.

- (a) The service provider shall ensure that security personnel are on site at all times.
- (b) In the event that guard/s do/does not turn up for duty, the bidder must provide an immediate replacement guard at the point of duty.
- (c) The guards shall be strategically posted at the site so as to cover all possible security risk areas, with extensive patrolling taking place.
- (d) The service provider shall have a response vehicle in the vicinity of the site.
- (e) The service provider shall have a compulsory meeting once a month with the ORTC employee in charge of the area/ premises concern.
- (f) The service provider shall have a 24-hours (7 days a week) radio control room in the area concerned.
- (g) The ORTC premises must not be used as guards' accommodation.
- (h) The bidder shall ensure that all vehicles leaving ORTC premises are properly checked and searched.
- (i) The service provider must undertake the responsibility of any theft, burglary, damage done to ORTC property while guarding the premises.
- (j) The service provider must ensure that no guards shall be involved in criminal activities regarding
- (k) the ORTC and her stake holders.

Days and Times of Security Services

The service provider should provide **24 hours (day and night shifts)** security services from **Mondays to Sundays** including **public holidays**.

1) Security Equipment and Consumables

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:

- Baton stick per guard
- A pair of hand cuffs per guard
- Pepper spray per guard
- Two-way radio per Shift
- A fire arm per Shift (Shift Supervisor only)
- Torch
- Other communication facilities of security personnel

2) Requirements for Service Provider's Staff and Labour

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 suites and one pair of shoes.

It shall also comply with the related legislations in respect of wages, leave entitlement and pension contributions for its personnel.

C. Performance Monitoring

1. Objective:

The Representatives of the Employer and the Service Provider shall meet at **least once every month** 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. The Representatives of the Employer and the Service Provider will come up with the performance monitoring agreement of which a report will be signed by both parties and attached to the monthly payment/invoice.

2. Management Meetings

The representatives of the Employer shall, after consultation with the Service Provider, set up a Management Committee comprising of Employer's representatives who are involved in one way or the other in the administration of the security services 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.

These 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.

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).

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

3. Quarterly Inspections

The Division: Administration and Corporate Services will conduct quarterly inspections to assess the effectiveness and efficiency of the services rendered at specific sites.

4. Post Contract Evaluation Report

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.

5. Guard Monitoring

The service providers should ensure that guards are monitored at **least once on every shift** to avoid situations where guards disappear from their posts/sites whilst expected to be patrolling the site or are sleeping on duty. The service providers required to **provide reports on the guard monitoring on a weekly basis** to the Roads Authority.

Section IV – Activity Schedules

LIST OF SITES AND SECURITY REQUIREMENTS

NO.	SITE	SHIFT	NO. OF GUARDS	MONTHLY UNIT PRICE (VAT incl.)	YEAR 1	YEAR 2	YEAR 3	THREE YEAR CONTRACT AMOUNT
1	Main Office	Day Shift (Monday-Sunday & Public Holidays)	One					
		Night Shift (Monday-Sunday & Public Holidays)	One					
2	Technical Office	Day Shift (Monday-Sunday & Public Holidays)	One					
		Night Shift (Monday-Sunday & Public Holidays)	One					
3	Berronies	Day Shift (Monday-Sunday & Public Holidays)	One					
		Night Shift (Monday-Sunday & Public Holidays)	One					
4	Youth Hall	Day Shift (Monday-Sunday & Public Holidays)	One					
		Night Shift (Monday-Sunday & Public Holidays)	One					
5	Eastgate Mall	Day Shift (Monday-Sunday & Public Holidays)	One					

		Night Shift (Monday-Sunday & Public Holidays)	Two					
6	Central Kitchen	Day Shift (Monday-Sunday & Public Holidays)	One					
		Night Shift (Monday-Sunday & Public Holidays)	One					
7	Old Fire Station	Day Shift (Monday-Sunday & Public Holidays)	One					
8		Night Shift (Monday-Sunday & Public Holidays)	One					
9	Ad-Hoc	Day Shift (Monday-Sunday & Public Holidays)	one					
		Night Shift (Monday-Sunday & Public Holidays)	one					
TOTAL			15					
% Escalation								

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

The Contract 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.

Section V. Conditions of Contract

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Section V. Conditions of Contract

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

- 1.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or on such other date as may be stated in the letter of Acceptance.
- 1.2 Commencement of Services**
- 1.2.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general arrangements, order, timing for security, human resources and logistics. The Services shall be carried out in accordance with the approved Program as updated.
- 1.2.2 The Service Provider shall start carrying out the Services no later than thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the Letter of Acceptance**.
- 1.3 Intended Completion Date**
- 1.3.1 Unless terminated earlier pursuant to Sub-Clause 1.7, the Service Provider shall complete the activities by the **date as specified in the Appointment Letter** or if renewed, at the Employer's discretion.
- 1.4 Modification**
- 1.4.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the service or of the Contract Price, may only be made by written agreement between the Parties.
- 1.5 Force Majeure**
- 1.5.1 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.
- 1.5.2 The failure of a Party to fulfill 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.

1.6 Notices

1.6.1 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. **The address for notices is:**

**Employer: The Chief Executive Officer
Oranjemund Town Council
P O Box 178
Oranjemund
Corner of 8th and 12 Avenue**

Service Provider:
.....
.....
.....

1.7 Termination

1.7.1 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 (e) of this Sub-Clause:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within a prescribed time or after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider becomes 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 seven (7) 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 deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

1.7.2 Notwithstanding sub-clause 1.7.1, the Employer may terminate the Contract for convenience after giving thirty (30) days’ written notice.

1.7.3 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 money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 6 within forty-five (45) 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 seven (7) days.

1.7.4 Upon termination of this Contract pursuant to Sub-Clauses 1.7.1, 1.7.2 or 1.7.3, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 4 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b) and (d) of Sub-Clause 1.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2. Obligations of the Service Provider

2.1 General

The Service Provider shall perform the Services in accordance with the Scope of Service and Performance Specification, the Activity Schedule, and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate human resources and logistics indicated in Appendix A to the Contract Form. 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 dealing with subcontractors or third parties.

2.2 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.

2.3 Service Provider's Actions

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

⁵ For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution.

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.

- Requiring Employer's Prior Approval**
- (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 handing over of site.

2.4 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.

2.5 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.

- 2.6 Insurance and Liabilities to Third Parties**
- (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 of **N\$ 2 000 000.00** 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.

2.7 Reporting Obligations

The Service Provider shall submit to the Employer, the reports and documents specified in Section III, and any other matter in the form and time specified therein or as otherwise agreed upon addressed to

Mr. Vincent Shikukwete
Oranjemund Town Council
P O Box 178
Oranjemund

2.8 Tax 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.

2.9 Liquidated damages for non-performance

The Service Provider shall pay liquidated damages to the Employer for non-performance at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of liquidated damages shall not exceed 10 % of the monthly remuneration for that service. The Employer may deduct the liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.

3. Service Provider's Personnel

- 3.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement of the Service Provider's Key Personnel and cleaning personnel for carrying out the Services 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.
- 3.2 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 has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) has 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 any personnel.

4. Payments to the Service Provider

- 4.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum 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 4.5, the Contract Price may only be increased above the amounts stated in Sub-Clause 4.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 1.4 and 4.3.

- 4.2 Contract Price** The amount payable per monthly will be as indicated under Section IV – Activity Schedules based on the site(s) to be awarded.

Prices shall be fixed and inclusive of all labour, materials, inflationary rates, taxes, end-of-the year bonus and gratuities as well as any increase that may be awarded during the contract period.

4.3 Terms and Conditions of Payment

Roads Authority payment terms is thirty (30) days after receipt and acceptance of an invoice. An invoice must be submitted to Roads Authority before or on the 5th day of each month for payment to be made in time.

Any adjustment in respect of absences and liquidated damages for the current month shall be communicated to the Service Provider to enable the latter to make the necessary adjustment in the subsequent invoices.

4.4 Price Adjustment

Prices “*shall not*” be adjusted for fluctuations in the cost of inputs. (*If so*) The amounts certified in each payment certificate, shall be adjusted by applying the respective price adjustment factor to the payment amounts due as per the formula below:

$$P_c = A_c + B_c \text{ Lmc/Loc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable.

A_c and B_c are coefficients [*to be specified by the public entity*] representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs; and

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 labour.

In the event that the Government of the Republic of Namibia and Security Association of Namibia agreed to a higher minimum wage rate during this contract, Roads Authority will adjust the changed rate as determined by the security industry.

4.5 Labour clause

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

- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
- (ii) by arbitration awards; or
- (iii) by any Remuneration Regulations applicable.

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work which

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

- 4.5.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:
- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
 - (b) stating whether any remuneration payable in respect of work done is due;
 - (c) containing such other information as the Chief Executive Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.
- 4.5.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 4.3, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.
- 4.5.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

5. Quality Control

5.1 Identifying shortcomings

The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider's contractual obligations towards providing a satisfactory service.

5.2 Attending to shortcomings

- (a) The Employer shall give notice to the Service Provider of any shortcoming.
- (b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer's notice.

- (c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer's notice, the Employer will consider such act as a lack of performance which could lead to the termination of part or the whole contract as a breach in the good performance of the contract.

6. Settlement of Disputes

6.1 Dispute Settlement

If a dispute between the parties arises in connection with performance of obligations under this Contract, either party shall serve a written notice of dispute providing adequate details of the nature of the dispute. Notwithstanding the existence of the dispute, all parties shall continue to perform their obligations under the Contract.

After receipt of the notice of dispute, the parties should use their best endeavors to resolve the dispute or to agree methods of doing so. If after 30 days of the service of the notice of dispute there is no resolution of the dispute, it shall be referred to court for settlement under the laws of Namibia.

6.2 Applicable Law

The Contract shall be implemented, interpreted, executed and enforced in accordance with the laws of Namibia.

Technical Evaluation

The bid will be evaluated by checking whether the bidders have submitted all requirements below and those who did not submit will **not be further considered for financial evaluation.**

Details of Technical Evaluation Markings (for security services)	
	YES/ NO
Company Profile and Experience <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	
Profile and insight of activities	
Experience in providing security services to businesses/ companies that are comparable in size, profile and security requirements to the Public Entity.	
Experience with the Public Entity	
Client References	
Site Management and Organization / Methodology and Management Approach <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	
Methodology and site management for efficient security services	
Organization of resources and resource persons	
Organizational chart & Key personnel	
Committed policy and arrangement to comply with Safety and Health at Work	
Manpower Policy, Recruitment and Screening Mechanism, Training <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	
Recruitment mechanism	
Screening Processes (education, background, criminal history, substance abuse)	
Training program (pre-assignment, on-the-job, retraining systems, management training and development programs)	
Supervision and Monitoring Mechanism <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	
Number of qualified security personnel available	
Leave entitlement for the staff and plans to replace security personnel on leave	
Supervisory structure to monitor security personnel.	
Logistics <i>(Marks for the criterion and sub-criteria to be inserted by the Employer)</i>	
Details of equipment and security strategy for routine guarding and contingencies.	
Communication facilities of security personnel ie two way radio, monthly credit, cell phone allowance, etc	
Means of identification of security personnel (uniform, badge, identity card etc)	

NB: Should any of the above mentioned information documents not be provided by the tenderers, such bid will automatically be disqualified and will not be considered for any further evaluation.

Section VI. Schedules



1. Letter of Acceptance

[date]

To: *[name and address of the Service provider]*

This is to notify you that your bid dated [date] for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* in Namibian Dollars, *as corrected and modified in accordance with the Instructions to Bidders*, is hereby accepted by *(insert name of Employer)*.

The contract shall be for an initial period of months effective as from for the following sites: *(insert list of sites, details of security personnel/attendants, working hours and rates)*

The contract is renewable after the initial period ofmonths, at fixed rates, subject to your satisfactory performance.

We look forward to obtaining the Performance Security in the form of a Bank Guarantee as per the format enclosed herein for an amount of N\$...... and the enclosed contract duly signed within 30 days from your receipt of this Notification. The Performance Security shall remain valid until a date 30 days from the Completion Date of the Contract.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

You may also note that failure on your part to sign the contract and submission of the Performance Security in the prescribed time will constitute sufficient ground for the cancellation of the award and execution of your Bid Securing Declaration.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Service Provider: _____



2. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Public Entity]* (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 (in Namibian Dollars) of.....;

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 Letter of Acceptance;
- (b) the Service Provider’s Bid;
- (c) the General Conditions of Contract;

- (d) the Scope of Service and Performance Specifications;
- (e) the Activity Schedule; and
- (f) the following Appendices: [**Note:** *If any of these Appendices is 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

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]

3. Compliance check list for Bid Submission

	List of documents	Please tick
(a)	Bid Form duly filled as per format in Section II;	
(b)	<p>Qualification Information Form duly filled as per format in section II together with:</p> <ul style="list-style-type: none"> i) Copy of legal status of Bidder: <ul style="list-style-type: none"> a) A valid certified copy of founding statement (Business Registration Certificate/Trade License) issued by Ministry of Trade and Industry; b) A valid certified copy or original good standing Tax Certificate; c) A valid certified copy or original good standing social security certificate; or in the case where the bidder has no employees a confirmation letter from the Social Security Commission d) A valid certified copy of the Affirmative Action Compliance Certificate; or an exemption or proof from Employment Equity Commission that the bidder is not a relevant employer e) 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. f) Bid Securing Declaration – the bidder shall be aware of the content of the Bid Securing Declaration and shall subscribe to it by signing the Bid Submission Form; g) Written undertaking as contemplated in Section 138(2) of the Labour Act, 2017; 	

	<ul style="list-style-type: none"> (ii) Power of Attorney or other evidence certifying that the signatory of the bid may commit the bidder, where applicable; (iii) Balance sheets, profit and loss statements or Auditor's Reports or Financial Statements for the last three years; (iv) Statement of Compliance with the eligibility criteria as per ITB 4.1; (v) Undertaking of compliance for payment of salaries and wages as per ITB 5.2 (d) and (vi) Documents described in ITB 13.1 to enable technical evaluation to be carried as per the criteria mentioned in Section VI. 	
(c)	Priced Activity Schedule as per format contained in Section IV	

Bidders are cautioned that the above Check List is meant to assist them in submitting a bid which is complete but the onus is on them to read carefully the bidding documents and to ascertain that their bids contain all the necessary documents that have been requested in the bidding documents and that they have forwarded all the data and references needed to assess their merits as per the technical evaluation criteria.