



REPUBLIC OF NAMIBIA



## OMUSATI REGIONAL COUNCIL

Tel: +264 65 251019  
Fax: +264 65 251078 / 088639090  
E-mail: [info@omusatirc.gov.na](mailto:info@omusatirc.gov.na)  
Website: [www.omusatirc.gov.na](http://www.omusatirc.gov.na)  
Our Ref: 10/2/18/5  
Enquiries: Ervin Kamati

Erf 1080, Namaungu Street  
Private Bag 523  
OUTAPI

### OPEN NATIONAL BIDDING DOCUMENT

**Issued on: 12 June 2020**

**for**

**Provision of Refuse Removal and Disposal Services  
for Onesi Settlement: Time – Based**

**Procurement Reference No: NCS-TB/ONB/ORC-  
03/2020/2021**

**LEVY: N\$100.00 (Non – Refundable)**

**CLOSING DATE & TIME: 13 July 2020 AT 11:00 AM**

Name of Bidder: .....

Contact No. of Bidder: .....

Authorised Representative: .....

Signature: .....

## **SECTION I: INVITATION FOR BIDS**

### **1. Preparation of Bids**

You are requested to quote for the services mentioned in section III, by completing, signing and returning:

- (a) the Bid Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Performance Standards in Section V; and
- (d) any other attachment as deemed appropriate.

You are advised to carefully read the complete Invitation for Bids document, including the Contract Data Sheet in Section VII, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### **2. Documents to be submitted**

Bidders shall submit along with their bid:

- (a) a company profile, past experience and evidence of similar services provided and customers' reference details;
- (b) total monetary value of services performed for each of the last two years;
- (c) major items of resources, logistics support and strategies in the execution of similar services;
- (d) recruitment policy, training of personnel and manpower planning to cope with contingencies
- (e) details of all contracts that have been terminated by its clients during the last two years; and
- (f) other information to enable the bid to be evaluated according to the criteria listed hereunder in the Table for markings.

### **3. Validity of Bid**

The Bid validity required is 180 days from the date of submission deadline.

### **4. Contract Period for Services**

The contract shall be on fixed rate for an initial period of 24 months, renewable thereafter for an additional period of 3 months on an annual basis.

### **5. Sealing and Marking of Bids**

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number and addressed to the Public Entity with the Bidder's name at the back of the envelope.

### **6. Submission of Bids**

Bids should be deposited in the Bid Box located at Registry Office, D7, not later than 13 July 2020 at 11:00 am. Bids by post or hand delivered should reach Omusati Regional Council, erf 1080, Namaungu street, Outapi by the same date and time at latest. Late submissions will be rejected. Bids received by fax or e-mail will not be considered.

**7. Opening of Bids**

Bids will be opened by the “Omusati Regional Council” at the Main Hall on 13 July 2020 at 11:30 am. Bidders or their representative may attend the Bid Opening, if they choose to do so.

**8. Evaluation of Bids**

The Public Entity shall have the right to request for clarifications during evaluation. Bids that have been found to be substantially responsive subject to the bidder having performed satisfactorily during the last twelve months, shall be subject to a marking system consisting of a technical evaluation to compare their technical capacity, quality of service and past performance as well as a marking system to rate their financial proposals.

The marks scored for the technical and financial assessment shall be lumped and the bid scoring the highest marks shall be considered as the lowest evaluated bid based on the technical and financial proposals.

**8.1 Technical Evaluation**

The maximum marks for the Technical Evaluation shall be 80 marks. The pass marks for the Technical Evaluation shall be 40 marks. Those having not scored the minimum marks shall not be considered for this bid exercise.

<b>Details of Technical Evaluation Markings ( for security services)</b>	
	<i>Max Marks</i>
<b>Company Profile and Experience</b>	<b>25</b>
Profile and insight of activities in line with the Refuse Removal and Disposal Services.	<b>10</b>
Two (2) years' experience in providing Refuse Removal and Disposal Services to Government Institutions or Private Institutions.	<b>6</b>
At least three (3) Client References for the last seven (7) years	<b>9</b>
<b>Sub Total (A)</b>	<b>25</b>
<b>Site Management and Organization / Methodology and Management Approach</b>	<b>16</b>
Methodology and site management for efficient Refuse Removal and Disposal Services. Attach schedule based on the specification provided on section V, Price activity schedule.	<b>8</b>
Organizational chart & Key personnel (Attach the organisational structure from top to bottom). With clear positions indicated.	<b>8</b>
<b>Sub Total (B)</b>	<b>16</b>
<b>Manpower Policy, Recruitment and Screening Mechanism</b>	<b>15</b>
Manpower Policy, Recruitment and Screening Mechanism	<b>5</b>
Recruitment mechanism-Attach the proof	<b>5</b>
Education (ability to read and write), Attach proof of screening process	<b>5</b>
Orientation and inductions program (pre-assignment and on-the-job) Attach the proof	<b>15</b>
<b>Sub Total (C)</b>	<b>24</b>
<b>Logistics</b>	<b>10</b>
Details of suitable vehicles (attach proof of vehicles). Vehicles shall be subjected to inspection roadworthiness before the commencement of the duties and periodically.	<b>6</b>
The vehicle must be fitted with rails and canvas or garden/shade net.	<b>8</b>
<b>Sub Total (D)</b>	<b>24</b>
<b>TOTAL MARKS-Technical (A+B+C+D)</b>	<b>80</b>

## 8.2 Financial Evaluation

The Financial Evaluation shall be based on 30 marks, the lowest quote scoring the highest marks. The marks scored by any other bidder shall be the lowest quoted price divided by the said Bidder's price times the maximum allocated marks for the financial proposal.

## 9. Eligibility Criteria

To be eligible to participate in this bid exercise, you should:

- (a) have the legal capacity to enter into a contract to execute the services;
- (b) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (c) not have had your business activities suspended;
- (d) not have a conflict of interest in relation to this procurement requirement;
- (e) a permit from the Police to provide security services.

The Bid submitted by the Bidder shall comprise the following:

- (a) The Form of Bid (in the format indicated in Section III);
- (b) Bid Securing declaration
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;
- (f) the following documentary evidence (required from Namibian bidders):
  - (i) have a valid company Registration Certificate;
  - (ii) a valid original Good Standing Tax Certificate; or certified copy by Namibian Police
  - (iii) have an original valid Good Standing Social Security Certificate; or certified copy by Namibian Police
  - (iv) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
  - (v) have a certificate indicating SME Status (for Bids reserved for SMEs);
  - (vi) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

## 10. Technical Criteria

The Specifications and Compliance Sheet details the minimum specifications of the services required. The services offered must meet these specifications, but no credit will be given for exceeding the specification.

## 11. Currency of Bid

Bids shall be priced in Namibian Dollars and all payments will be made in this currency.

**12. Bid-Securing Declaration**

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process

**13. Labour clause**

In order to qualify for award of the Contract, Bidders shall subscribe to the undertaking that the salaries and wages to be paid 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.

**14. Award of Contract**

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the service shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract.

**15. Notification of Award and Debriefing**

The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

**16. Rights of Public Entity**

Omusati Regional Council reserves the right:

- (a) to split the contract as per the lowest evaluated cost per site, and
- (b) to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award.

**17. Margin of Preference**

Contracts with Joint Ventures requires each entity of the Joint Ventures partnership to have at least 51% or more equity owned by Namibian citizens and the joint venture shall keep a bank account at a Namibia banking institution with the ratio of 65% local content. (Procurement of Services)

The procurement of the service shall be from Namibian Service Providers.

**18. Financial Qualification**

Compliant and substantively responsive bids/quotation will be evaluated financially. After arithmetical corrections are made, corrected bids amount will be compared to the financial certificate's estimate made before issuing of the quotation/bids invitation. Quotation/Bid with corrected amount more than/ higher than or lower than 10% of the estimated cost in the Financial Certificate will not be considered further, unless otherwise specific in the bid.

**19. Liquidated damages**

Shall be 0.01% per day and maximum of 4% of the contract value.

## SECTION II: BID LETTER

(to be completed by Bidders)

[Complete this form with all the requested details and submit it as the first page of your Bid with the documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this RB prevail over any attachments. **[If your Bid is not authorised, it may be rejected.]**

Bid Addressed to [Public Entity]:	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to supply the services detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Invitation for bids referenced above.

We confirm that we are eligible to participate in this Bid Exercise and meet the eligibility criteria specified in Part 1: Bid Procedures of your Invitation for bids.

We undertake to abide by the Conduct for Bidders and Contractors as provided under section 67 of Public Procurement Act, 2015 during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD.

We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws, Remuneration Order and Award where applicable and that we shall abide to clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.

The validity period of our Bid is 120 days from the time and date of the submission deadline.

We confirm that the prices quoted in the List of Services and Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract prior to the expiry date of the Bid validity.

### **Bid Authorised By:**

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./E-mail	

*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.*

### **SECTION III: SCOPE OF SERVICERS**

- (a) To provide Refuse Removal and Disposal services to different sites within the boundaries of Onesi Settlement.
- (b) All rubbish bins and plastic bags emptied and the bag replaced.
- (c) Removal and disposal of refuse must be done three times per week, viz; Monday, Wednesday and Friday, at all listed sites within the settlement area and additional sites that will be created in the Settlement area during the contract is in force.

#### **Management Meetings**

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 cleaning 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. There shall be separate committee arrangements where the contract of the Public Entity has been awarded to two or more Service Providers.

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.

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 Management Meetings shall be kept by the Employer.

#### **Requirements for Service Provider's Staff and Labour**

The Service Provider shall provide protective gears.

It shall also comply with the related legislations in respect of wages, leave entitlement.

#### **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.

## SECTION IV: PRICED ACTIVITY SCHEDULE (YEAR 1)

Procurement Reference Number: \_\_\_\_\_

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below. The table shown hereunder may be redesigned and customized as per the type of services required].

Item No	Brief Description of Services	Quantity	Required Frequency of Collection Per Week	Unit of Measure	Unit Price	Total Price
A*	B*	C*		D*	E	F
1.	Pump Station Plots	2	3			
2.	Network Coverage Plot	2	3			
3.	Public Open Space	15	3			
4.	Secondary School with Hostel	1	3			
5.	Combined School	1	3			
6.	Church	2	3			
7.	Health Centre	1	3			
8.	Private School	1	3			
9.	Police Station	1	3			
10.	Institution Plots	11	3			
11.	Residential plots	343	3			
12.	Business Plots	68	3			
13.	General Residential Plots	4	3			
14.	Main Road	4	3			
15.	Streets	21	3			
16.	Shack Dwellers Block	3	3			
17.	New Reception Area	1	3			

18.	Service Station	3	3			
Enter 0% VAT rate if VAT exempt.					<b>Other additional costs</b>	
					<b>Subtotal</b>	
					<b>VAT @      %</b>	
					<b>Total</b>	

**List of Services and Priced Activity Schedule Authorised By:**

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

## SECTION IV: PRICED ACTIVITY SCHEDULE (YEAR 2)

Procurement Reference Number: \_\_\_\_\_

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below. The table shown hereunder may be redesigned and customized as per the type of services required].

Item No	Brief Description of Services	Quantity	Required Frequency of Collection Per Week	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F	F
1	Pump Station Plot	2	3			
2	Network Coverage Plot	2	3			
3	Public Open Space	15	3			
4	Secondary School with Hostel	1	3			
5	Combined School	1	3			
6	Church	2	3			
7	Health Centre	1	3			
8	Private School	1				
9	Police Station	1	3			
10	Institution Plots	11	3			
11	Residential plots	343	3			
12	Business Plots	68	3			
13	General Residential Plots	4	3			
14	Main Road	4	3			
15	Streets	21	3			
18	Shack Dwellers Block	3	3			
17	New Reception Area	1	3			
18	Service Station	3	3			
Enter 0% VAT rate if VAT exempt.				<b>Other additional costs</b>		
				<b>Subtotal</b>		
				<b>VAT @      %</b>		
				<b>Total</b>		

### List of Services and Priced Activity Schedule Authorised By:

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

## SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARDS COMPLIANCE SHEET

Procurement Reference Number: \_\_\_\_\_

[Bidders should complete columns C and D with the specification of the services offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation
A*	B*	C	D
1.	Pump Station Plots		
2.	Network Coverage Plot		
3.	Public Open Space		
4.	Secondary School with Hostel		
5.	Combined School		
6.	Church		
7.	Health Centre		
8.	Private School		
9.	Police Station		
10.	Institution Plots		
11.	Residential plots		
12.	Business Plots		
13.	General Residential Plots		
14.	Main Road		
15.	Streets		
16.	Shack Dwellers Block		
17.	New Reception Area		
18.	Service Station		

**Specifications and Performance Standards Compliance Sheet Authorised By:**

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

## **SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT**

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC), Ref: **NCS-TB/ONB/ORC-03/2020/2021** for the Procurement of Security Services (available on website [www.omusatirc.gov.na](http://www.omusatirc.gov.na) except where modified by the Special Conditions below.



# Part III - CONTRACT

## Section. 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 cleaning, 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 **Finishing Date of the contract** or for an additional period of 12 months thereafter, 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: Omusati Regional Council, P/Bag 523 Outapi, Namaungu Street, Tel – 065-264 251019, Fax 065-251078**

## **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"<sup>1</sup> 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"<sup>2</sup> 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"<sup>3</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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<sup>1</sup> For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution.

<sup>2</sup> 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.

<sup>3</sup> 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.

(iv) “coercive practice”<sup>4</sup> 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

(e) if the maximum of the 10 % penalty has been exceeded as per clause 2.9.

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.

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

## **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 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 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 subcontractors, 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 subcontractors. 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 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. Erwin Kamati , Omusati Regional Council, P/Bag 523 Outapi, Namaungu Street, Tel – 065-251019, Fax 065-251078***

## **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.

## **2.10 Performanc**

The Service Provider shall provide the required Performance Security to the Employer not later than 30 days after the award of

**e Security** the contract. The Performance Security shall be issued in an amount and form indicated in the letter and by a bank operating in Namibia. The Performance Security shall be valid until a date 30 days after the Completion Date of the Contract.

### **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 is charged monthly.
- 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.
- 4.3 Terms and Conditions of** Payments will be made to the Service Provider on a monthly basis by the *01* of the following month subject to the Employer obtaining the

**Payment** invoice and accompanying documents as required by the Employer not later than the 20<sup>th</sup> of the current month.

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 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated, interest shall be paid to the Service Provider for each day of delay at the legal rate.

**4.5 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.

**4.6 Labour clause** 4.6.1 (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.

4.6.2 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.

4.6.3 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.

4.6.4 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.

## SECTION VII: CONTRACT DATA SHEET

**Procurement Reference Number:** \_\_\_\_\_

The Conditions of Contract shall be subject to the following:

Clause	Contract Data
<b>GCC 1.1 Effectiveness of Contract</b>	The Contract shall come into effect as from the date of signing the contract.
<b>GCC 1.3.1 Intended Completion date</b>	Unless terminated earlier pursuant to sub-clause GCC 1.7 of the Contract, the Service Provider shall complete its activities by the end of contract or by an additional period of 3 months, if the Contract is renewed thereafter by the Employer, at a rate not more than 9% price adjustment.
<b>GCC 1.6.1 Issue of notices</b>	The Authorized Representative of the Employer is: Mr Gervasius Kashindi, 065-251019.  The Authorized Representative of the Service Provider is: .....
<b>GCC 2.6 Insurance and liabilities to Third Party</b>	The Employer's and Workmen's Compensation, Third Party and Professional (for security services only) Liabilities insurance covers shall be prorated to the contract amount if award is made on a split basis with reference to limits indicated in ITB 13.1 (e).
<b>GCC 2.7 Reporting Obligations</b>	The Service Provider shall report to: Mr. Ervin Kamati Head of Procurement Management Unit 065-251019
<b>GCC 2.10 Performance Security</b>	The Performance Security shall be for an amount of [10% to 15 %] of the Contract Price or part thereof if the contract is awarded on a split basis: <b>Not applicable</b>
<b>Regulations made under the Local Authorities Fire Brigade Services Act, 2006 (No. 5 of 2006)</b>	(a) A person may not make, cause or permit to be made, a fire in the open air in such a place or in such a manner as to endanger the safety of any person, building, premises or property. (b) A person may not, without prior approval of the Chief Fire Officer/ Control Administrative Officer or Delegate, burn or cause or permit to be burnt in the open air whether on private property or not, any refuse or waste. (c) A Chief Fire Officer/ Control Administrative Officer or Delegate may impose such conditions as he/she considers necessary when granting approval contemplated in sub regulation (b).
<b>Penalties</b>	Any person who contravenes or fails to comply with any regulation in respect of which no penalty has been provided is liable upon conviction to a fine not exceeding N\$4 000.00 or to imprisonment for a period not exceeding one year or both such fine and such imprisonment.
<b>Additional requirements</b>	The Contractor must be familiar with Refuse Removal and Dumping Regulations.

### SCHEDULE 3: BID CHECKLIST SCHEDULE

**Procurement Reference No.:** .....

<b>Description</b>	<b>Attached (please tick if submitted and cross if not)</b>
Bid Submission Sheet	
List of Services and Priced Activity Schedule	
Specification and Compliance Sheet	
Documents evidencing Eligibility	
Documents related to the company profile, past experience, experience for similar services and the other documents requested to assess the qualification of the Bidder.	
Schedule based on the specification provided on section IV, Price activity schedule.	
Organisational structure from top to bottom). With clear positions indicated.	
Recruitment mechanism proof	
Proof of screening process	
Details of vehicle	
List of Personal Protection equipment	