



# **Request for Quotations for Non-Consultancy Services**

**Issued on: 28 April 2025**

**PROVISION OF CLEANING SERVICES FOR NAMIB  
DESERT DIAMONDS (PTY) LTD (NAMDIA) FOR A  
PERIOD OF 12 MONTHS**

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**Procurement Reference No: NCS/RFQ/NAMDIA-02/2025**

**Project: CLEANING SERVICES**

**Client: NAMDIA**

# **NOTICE TO BIDDERS**

- **Please take note to initial all pages of the bidding document and initial all the supporting documents including company profiles, brochures, etc. Failure to do so will result in disqualification of the bidder.**
- **Take note to sign all relevant pages as stipulated in the bidding document.**
- **Take note to stamp all pages where it is indicated that a stamp is required in addition to the signatures.**

To: Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road  
Klein Windhoek

**RE: PROCUREMENT NO. NCS/RFQ/NAMDIA-02/2025**

Procurement Description:.....

**RESPONSIVENESS CRITERIA CHECKLIST:**

The Bidding Form: Responsiveness Criteria Checklist comprises part of the Bidding Documents.

*Data left open or [square bracketed] shall be populated/ filled in/completed by the Bidder.*

**The completed Bidding Form: Responsiveness Criteria Checklist shall be submitted as part of the Bid submission, together with all relevant supporting information filed under the specific referenced Bidding Forms.**

*Section I: Instructions to Bidders and Section II. Bidding Data Sheet are for information purposes to assist bidders with regards to the entire bidding process;*

*Section III - Evaluation Criteria gives an overview on the criteria bidders will be evaluated on;*

*Information from Forms is utilised in the Eligibility, Administrative, Technical, and Financial Evaluation;*

*Section VII. General Conditions of Contract gives an overview of the type of contract used for this procurement;*

**Please answer the questions highlighted in the “REQUIREMENT” column by indicating “YES” or “NO” in the relevant boxes. Bidders that are unable to answer “YES” to questions marked MANDATORY in the table below shall be considered unresponsive and such Bids would be rejected.**

**DECLARATION**

I.....[insert full name], owner/representative of  
.....[insert full name of company]

hereby declare that:

- I have read and understood the contents of **Section I. Instructions to Bidders, Section II. Bidding Data Sheet and Section VII. General Conditions of Contract.**
- I have been given the opportunity to seek for clarifications during the bidding process;
- Wherever there is an amount required to be inserted, I have inserted the amounts and I have signed the specific pages/sections as per the requirement in the table below;
- I sign this declaration without prejudice in favor of NAMDIA.

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<b>ITB REFERENCE</b>	<b>SECTION OF BD</b>	<b>REQUIREMENT</b>	<b>YES/NO</b>
<b>ITB 27</b>	<b>Section III - Evaluation Criteria</b>	Have you initialed all pages of the section? <b>MANDATORY</b>	
<b>ITB 9</b>	<b>Bid Submission Form</b>	Have you signed the Bid submission form? <b>MANDATORY</b>	
<b>ITB 9</b>	<b>Bid Securing Declaration</b>	Have you signed the Bid Securing Declaration? <b>MANDATORY</b>	
<b>ITB 5.3</b>	<b>Declaration Form (that staff who will work on contract are trained to work with pesticides and equipment)</b>	<b>Have you completed and signed the Declaration form ?</b>  <b>MANDATORY</b>	
<b>ITB 9</b>	<b>Written undertaking in terms of section 138 of the Labour Act, 2007</b>	Have you signed the written undertaking in terms of section 138 of the Labour Act, 2007? <b>MANDATORY</b>	
<b>ITB 5</b>	<b>Qualification Information</b>	Have you initialed all pages of the Qualification Information section?	
<b>ITB 9</b>	<b>Section V – Priced Activity Schedule</b>	Have you initialed all pages of Section V? <b>MANDATORY</b>	
<b>ITB 9</b>	<b>Section VI. Scope of Service and Performance Specifications</b>	Have you initialed all pages of Section VI? <b>MANDATORY</b>	
<b>All supporting Documents including third party documents</b>	Have you initialed all supporting documents including third party documents? <b>MANDATORY</b>		

**Signature:** .....

**Date:** .....

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# **Part I – Bidding Procedures**

## Section I. Instructions to Bidders

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## Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 The Public Entity referred to herein after as the Procuring Agent, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS**.
- 1.2 The successful Bidder will be expected to complete the performance of the Services during the period **provided in the BDS and the SCC Clause 2.3**.
- 1.3 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “day” means calendar day unless otherwise stated.
- 2. Public Entities Related to Bidding Documents and to Application for Review**
- 2.1 The public entities related to these bidding documents are the Public Entity, acting as procuring entity, the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)
- Application for Review shall be addressed to:
- The Chairperson  
Review Panel  
Ministry of Finance, 5th Floor  
Moltke Street  
Windhoek, Namibia  
Email address: [kaarina.kashonga@mof.gov.na](mailto:kaarina.kashonga@mof.gov.na)**
- 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 The Procuring Agent will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

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(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;

(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.

3.3 In further pursuance of this policy, Bidders shall permit the Procuring Agent to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Procuring Agent.

3.4 Furthermore, bidders shall be aware of the provision in Clauses 3.1 of the General Conditions of Contract.

3.5 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 65 – 68 (Part 10) of the Public Procurement Act, 2015.

#### **4. Eligible Bidders**

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Namibia or entities incorporated in Namibia. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or

<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.

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

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registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.

- 4.2 All bidders shall provide in Section IV, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.
- 4.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

(b) Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available at:

- African Development Bank  
<https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures>
- Asian Development Bank  
<http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999>
- European Bank for Reconstruction and Development  
<http://www.ebrd.com/pages/about/integrity/list.shtml>
- Inter-American Development Bank Group  
<http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html>
- World Bank Group  
<http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

- 4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Namibia prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.
- 4.5 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they:
- (i) are legally and financially autonomous;
  - (ii) operate under commercial law, and

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(iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agent, as the Procuring Agent shall reasonably request.

**5. Qualification of the Bidder**

5.1 All bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

(b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Procuring Agent may request the submission of that document subject to the bid being substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

5.3 If the Procuring Agent has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
- (b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.
- (c) total monetary value of Services performed for each of the last five years;
- (d) experience in Services of a similar nature and size for each of the last three (3) years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (e) list of major items of equipment proposed to carry out the Contract;
- (f) qualifications and experience of key site management and technical personnel proposed for the Contract;

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- (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (i) authority to the Procuring Agent to seek references from the Bidder's bankers;
- (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria unless otherwise stated in the **BDS**:

- (a) a minimum average annual financial amount of work over the period **specified in the BDS**.
- (b) experience as prime contractor in the provision of at least three (3) service contracts of a nature and complexity equivalent to the Services over the last 3 years (to comply with this

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requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**

- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with three (3) years' experience in Services of an equivalent nature and volume, including no less than three (3) years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**
- (f) A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5 (a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

## 6. Conflict of Interest

6.1 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 :

they have a controlling partner in common; or

they receive or have received any direct or indirect subsidy from any of them; or

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 Procuring Agent regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

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(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

7. **Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Procuring Agent will in no case be responsible or liable for those costs.

8. **Site Visit/Pre-bid Meeting** 8.1 (a) The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings 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.

(b) A pre-bid meeting shall be held and if so, indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Entity as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents.

(c) **No bidder shall be disqualified from the bidding process as a result of not attending the pre-bid meeting.**

**B. Bidding Documents**

9. **Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Evaluation Criteria
Section IV	Bidding Forms
Section V	Activity Schedule
Section VI	Scope of Service and Performance Specifications
Section VII	General Conditions of Contract
Section VIII	Special Conditions of Contract
Section IX	Contract Forms

9.2 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 not 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 III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. **Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agent in writing or by e-mail at the Procuring Agent’s address indicated in the invitation to bid. The Procuring Agent will respond to any request for clarification

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received earlier than 14 days prior to the deadline for submission of bids and by the date indicated in **the BDS**. Copies of the Procuring Agent's response(s) will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Procuring Agent may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by e-mail to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agent.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agent shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

### C. Preparation of Bids

- 12. Language of Bid**
- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agent shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section IV);
  - (b) Bid Security or Bid Securing declaration (where applicable);
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited;
  - (f) The following documentary evidence (required from Namibian bidders):
    1. have a valid certified copy of Company Registration Certificate;
    2. have a valid original or valid certified copy of an original of good Standing Tax Certificate (**valid at the deadline of submission of bid**), (**certified by a Commissioner of Oath appointed in terms of the Justices of the Peace**)

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**and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)),**

3. have a valid original or valid certified copy of good Standing Social Security Certificate (valid if issued on or after bid advertisement date). **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)),**
4. have a valid certified copy of Affirmative Action Compliance Certificate or proof from Employment Equity Commissioner that bidder is not a relevant Procuring Agent, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 or in the event that the affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer did submit the report for the period following from the date when the certificate was issued **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)),**
5. have a certificate indicating SME Status (for Bids reserved for SMEs);
6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, where applicable and that it will abide to sub-clause 6.8 of the General Conditions of Contract if it is awarded the contract or part thereof

1. ;

- (g) any other materials required to be completed and submitted by bidders, as **specified in the BDS.**

13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

**14. Bid Prices**

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section VI the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the 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 30 days

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prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the Time-Based price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 15. Currencies of Bid and Payment** 15 The time-based price shall be quoted by the Bidder in Namibia Dollars Only.
- 16. Bid Validity** 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Procuring Agent 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 or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid but will be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local currency to the Bidder selected for award, shall be increased by applying to the local currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.
- 17. Bid Security** 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 17.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Namibia Dollars, and shall:
- (a) be issued by a reputable overseas bank, located in any eligible country, with a counter guarantee from a commercial bank having its place of business in Namibia or any commercial bank operating in Namibia selected by the Bidder;

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- (b) be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms;
  - (c) be payable promptly upon written demand by the Procuring Agent in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;
- 17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Procuring Agent as non-responsive.
- 17.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.
- 17.6 The Bid Security shall be forfeited, or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
  - (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
  - (c) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 34; or
    - (ii) furnish a Performance Security in accordance with ITB Clause 35.
- 17.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.
- 17.8 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or
  - (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
  - (c) if the successful Bidder fails to:

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- (i) sign the Contract in accordance with ITB Clause 34; or
- (ii) furnish a Performance Security in accordance with ITB Clause 35.

The Bidder may be disqualified to be awarded a public contract in the Republic of Namibia for a period of time to be determined by the Review Panel.

- 18. Alternative Proposals by Bidders**
- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agent, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Procuring Agent. Alternatives to the specified performance levels shall not be accepted.
- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.
- 19. Format and Signing of Bid**
- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 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 Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Agent, or as necessary to correct errors made by the Bidder, in which case such

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corrections shall be initialled by the person or persons signing the Bid.

**D. Submission of Bids**

- 20. Sealing and Marking of Bids**

  - 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
  - 20.2 The inner and outer envelopes shall
    - (a) be addressed to the Procuring Agent at the address **provided in the BDS;**
    - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
    - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**
  - 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
  - 20.4 If the outer envelope is not sealed and marked as above, the Procuring Agent will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**

  - 21.1 Bids shall be delivered to the Procuring Agent at the address specified above no later than the time and date **specified in the BDS.**
  - 21.2 The Procuring Agent may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Procuring Agent and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**

  - 22.1 Any Bid received by the Procuring Agent after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**

  - 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
  - 23.2 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.
  - 23.3 No Bid may be modified after the deadline for submission of Bids.
  - 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the

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forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.

- 23.5 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**

#### **24. Bid Opening**

- 24.1 The Procuring Agent will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 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 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Procuring Agent may consider appropriate, will be announced by the Procuring Agent at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 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.
- 24.4 The Procuring Agent will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

#### **25. Process to Be Confidential**

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Procuring Agent's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Procuring Agent, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

#### **26. Clarification of Bids**

- 26.1 To assist in the examination, evaluation, and comparison of bids, the Procuring Agent may, at the Procuring Agent'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 Procuring Agent 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
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required to confirm the correction of arithmetic errors discovered by the Procuring Agent in the evaluation of the bids in accordance with ITB Clause 28.

- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Procuring Agent 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 Procuring Agent, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Procuring Agent in the Procuring Agent's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and Determination of Responsiveness**

- 27.1 Prior to the detailed evaluation of bids, the Procuring Agent will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 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 Procuring Agent'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.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Procuring Agent, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of Errors**

- 28.1 Bids determined to be substantially responsive will be checked by the Procuring Agent for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agent on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2 The amount stated in the Bid will be adjusted by the Procuring Agent 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 will be rejected, and the Bid Security shall be forfeited, or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).

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- 29. Currency for Bid Evaluation** 29 The Procuring Agent will evaluate the Bid Price in terms of ITB 15 which is corrected pursuant to ITB Clause 28 and is payable excluding Provisional Sums but including Daywork where priced competitively.
- 30. Evaluation and Comparison of Bids**
- 30.1 The Procuring Agent will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Procuring Agent 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 28;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VI;
  - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
  - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
- 30.3 The Procuring Agent reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Procuring Agent will not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 31. Preference for Domestic Bidders** 31.1 Margin of Preference shall not be applicable.

#### **F. Award of Contract**

- 32. Award Criteria** 32.1 Subject to ITB Clause 33, the Procuring Agent will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other

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contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

- 33. Procuring Agent's Right to Accept any Bid and to Reject any or all Bids**
- 33.1 Notwithstanding ITB Clause 32, the Procuring Agent 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.
- 34. Notification of Award and Signing of Agreement**
- 34.1 Prior to the expiration of the period of bid validity, the Procuring Agent shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review to the Review Panel the Procuring Agent shall notify the selected Bidder, in writing, by issuing a notification of award for the 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 the notification of award the Procuring Agent shall publish on the Procuring Agent's website: <https://www.cpbm.org.na/index.php/awards> the results of the Bidding process .
- 34.2 The issue of the notification of award will constitute the formation of the Contract subject to the provisions of Section 55 (5), (6) and (7) of the Procurement Act, 2015 (Act 15 of 2015) read with Regulation 38 of the Public Procurement Regulations, 2017.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Procuring Agent and the successful Bidder. It will be signed by the Procuring Agent and sent to the successful Bidder along with the notification of award. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Procuring Agent, together with the required performance security pursuant to Clause 35.
- 35. Performance Security**
- 35.1 Within thirty (30) days after receipt of the Notification of award, the successful Bidder shall deliver to the Procuring Agent a Performance Security in the amount and in the form of a Bank Guarantee **stipulated in the BDS**, denominated in Namibia Dollars in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either at the Bidder's option, by a commercial bank located in the Republic of Namibia or a foreign bank through a correspondent commercial bank located in the Republic of Namibia.

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- 35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 36. Advance Payment and Security** 36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.
- 37. Adjudicator** 37.1 The Procuring Agent proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notification of award, the Procuring Agent has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 38. Debriefing** 38.1 The Procuring Agent 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 DATA SHEET

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

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Procuring Agent is <b>NAMDIA</b></p> <p>The name of Procurement: <b>Provision of Cleaning Services for Namib Desert Diamonds (Pty) Ltd (NAMDIA) for a Period of 12 Months.</b></p> <p><b>Procurement Reference No: NCS/RFQ/NAMDIA-02/2025</b></p> <p><b>All prices shall be Inclusive of VAT.</b></p>
<b>ITB 1.2</b>	The Contract Period <b>12 Months.</b>
<b>ITB 1.3</b>	Days means a day other than Saturday, Sunday or Public Holiday.
<b>ITB 5.2(a)</b>	Pre-qualifications <b>have not</b> been carried out.
<b>ITB 5.3</b>	<p>The Qualification Information and Bidding forms to be submitted are as listed in Sub-Clause 5.3. The following <b>additional information</b> is required:</p> <p>i) Provide three (3) reference letters, not older than five (5) years, on company letterhead from previous clients. Each client must have at least three (3) years of experience receiving cleaning services from your company. The letters should clearly outline the nature and duration of the services provided, confirming the company's capability and reliability in the cleaning industry</p> <p>The reference letter /(s) should include:</p> <ul style="list-style-type: none"> <li>• Client Name</li> <li>• The scope of services rendered</li> <li>• The completion dates</li> <li>• The Contract value</li> <li>• The contact person, office telephone number and email address.</li> </ul> <p><b><i>(Reference verification will be done by Bid Evaluation Committee by calling or emailing).</i></b></p> <ul style="list-style-type: none"> <li>• Bidders must comply with Section 27 (1)(a)(i) read together with Section 28(2) and Section 2 (b) of the Public Procurement Act, 15 of 2015. Through this procurement method an advantage is conferred to entities incorporated in Namibian with 100% shareholding or equity vesting in Namibian citizens. <b>Provide proof of Namibian citizenship of the shareholders of the bidder by submitting certified copies of Identity Documents.</b></li> </ul>

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	<p>ii) Bidders are requested to provide a Fitness Certificate inline with what they are bidding for (Cleaning Services)</p> <p>iii) Provide a detailed work plan / Operation Plan / with regards to how the bidder will execute this contract (<b>Attach plan</b>).</p> <p>iv) Provide a detailed company profile related to the service being bid for; the bidder is to indicate regular business hours and emergency hours (to be included in the company profile). (Attach Profile).</p> <p>v) <b>Key Personnel Experience (Contracts Manager/Site Supervisor)</b></p> <p>-Minimum of three (3) years' experience in a corporate cleaning services environment with Grade 12 (<b>Submission of a CV of Contract Manager/Site Supervisor for this contract</b>)</p> <p>- Provide the company detailed organisational organogram indicating key personnel and a clear supervisory structure to monitor cleaning services personnel (<b>attach organogram</b>)</p> <p>-Submit a sample checklist for cleaning services (<b>attach sample</b>)</p> <p><b>VII) General Cleaning Services Staff Experience</b></p> <p>-Minimum of one (1) year experience in Cleaning Services environment (<b>attach reference letter(s)</b>);</p> <p>-Certified copy of Namibian Nationality Identification Document or passport by the Namibian Police or by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).</p> <p>-Be able to communicate effectively in English.</p> <p><b>-Cleaning Services Personnel Training Program</b> (Attach Cleaning Services personnel training program)</p> <p>-General workers need to be trained in every aspect relating to cleaning methods and safety procedures in the handling of all chemicals, equipment and material that they use with regards to this contract. (<b>attach declaration that staff who will work on contract are trained to work with pesticides and equipment</b>);</p> <p><b>Should any one of the above-mentioned information and /or documentations not be attached, the bid will be deemed non-responsive and disqualified.</b></p> <p><i><b>NB: Only original or valid certified copies will be accepted. Certification of documents must be done by the Namibian Police or by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).</b></i></p>
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<b>ITB 5.3(b)</b>	<p>This authorization shall be in the form of a power of attorney and shall be attached to the bid. The Bidder (Company or CC) shall delegate the power of attorney to the authorized representative to act on behalf of the bidder. This power of attorney shall be accompanied by a Board resolution or a Members' resolution (in the case of a close corporation), granting delegated authority to the authorized representative and shall be signed by the directors of the company or member(s) of the close corporation.</p> <p>The name and position held by each person signing the power of attorney must be typed or printed below the signature.</p> <p>In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.4, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> <p><b>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</b></p> <p><b><i>Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf.</i></b></p>
<b>ITB 5.4</b>	<p>The information needed for Bids submitted by joint ventures is as follows:</p> <ul style="list-style-type: none"> <li>• a valid certified copy of company Registration Certificate (<b>provide proof of Company registration documents and proof of citizenship of shareholders or owners</b>);</li> <li>• a valid original or valid certified copy of an original Good Standing Tax Certificate (<b>valid at the deadline of submission of bid</b>); (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963));</li> <li>• a valid original or valid certified copy of Good Standing Social Security Certificate (<b>valid at the deadline of submission of bid</b>); (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)); and</li> <li>• a valid certified copy of Affirmative Action Compliance Certificate, or 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 (valid at the deadline of submission of bid) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), .</li> </ul> <p><b><i>In the case of Joint Ventures (JV), each JV partner must comply with the above</i></b></p>
<b>ITB 5.5</b>	The qualification criteria in Sub-Clause 5.5 are modified as follows: <b>Not Applicable</b>
<b>ITB 5.5(a)</b>	The qualification criteria in Sub-Clause 5.5are modified as follows: <b>Not applicable</b>

<p><b>ITB 5.5(b)</b></p>	<p><b>Bidders Experience:</b></p> <p>-The experience required to be demonstrated by the Bidder should include as a minimum three (3) year in Cleaning Service Sector.</p> <p>-A minimum of three (3) reference letter from the Clients with similar service (Cleaning) not less than three (3) years at the time of bid submission (to comply with this requirement, Services contracts cited should be at least 70 percent complete). <b>(Attach Reference Letters as proof).</b></p> <p>The reference letter (s) should contain the following information as a minimum:</p> <ul style="list-style-type: none"> <li>• Client Name</li> <li>• The scope of services rendered</li> <li>• The completion dates</li> <li>• The Contract value</li> <li>• The contact person, office telephone number and email address.</li> </ul>
<p><b>ITB 5.5(c)</b></p>	<p>The essential equipment to be made available for the Contract by the successful Bidder per lot must be:</p> <p>Industrial cleaning tools and related equipment as listed below but not limited to: <b>(Bidders to provide proof of asset register or Letter of Intent from equipment hire companies or letter of intent from any registered financial institution for acquisition).</b></p> <ol style="list-style-type: none"> <li>a) Vacuum Cleaners with clean air filter</li> <li>b) Dusting Feathers</li> <li>c) Brooms</li> <li>d) Mops</li> <li>e) Yellow wet floor signs</li> <li>f) Buckets</li> <li>g) Rubbish carts</li> <li>h) Mopping Trolleys</li> <li>i) Ladder (Long)</li> <li>j) Ladder (short)</li> <li>k) Industrial carpet washer</li> <li>l) High pressure water washers</li> <li>m) Steam Cleaner</li> <li>n) Floor washing machines</li> <li>o) Floor Polishing machines</li> <li>p) Toilet brushes</li> <li>q) Red Cleaning Cloth for bathroom purposes</li> <li>r) Yellow Cleaning Cloth for cleaning the workstations and equipment amongst other telephone equipment and computers; and</li> <li>s) Blue Cleaning Cloth for the Kitchens</li> </ol> <p><b>Cleaning Materials/Consumables</b></p> <p>The Service Provider shall make available, <b>at its own cost</b>, all cleaning materials <i>as required</i> to adequately perform the services including but not limited to:</p> <ol style="list-style-type: none"> <li>a) Hard Floor Detergent</li> </ol>

	<ul style="list-style-type: none"> <li>b) Flower Power (use on floors &amp; interlocks)</li> <li>c) Carpet Glow</li> <li>d) Dishwashing Liquid</li> <li>e) Fabric Whitener/Bleach</li> <li>f) Pine Gel</li> <li>g) Toilet Hand Soaps</li> <li>h) Toilet disinfectant</li> <li>i) Toilet Papers (2ply)</li> <li>j) Hand Paper Towel</li> <li>k) Toilet bowl and urinal cleaner</li> <li>l) Air Freshener</li> <li>m) Floor cleaning Liquid</li> <li>n) Floor polish</li> <li>o) Floor stripper</li> <li>p) Window cleaner</li> </ul>
<b>ITB 5.5(e)</b>	Letter of intent from any registered financial institution to the value of N\$ 30,000.00
<b>ITB 5.6</b>	Subcontractors' experience <b>will not</b> be taken into account.
<b>B. Bidding Data</b>	
<b>ITB 8.1 (b)</b>	A <i>non-compulsory and non-disqualifying pre-bid meeting and Site visit</i> shall be held at: Not applicable
<b>ITB 9.2 and 19.1</b>	The number of copies of the Bid to be completed and returned shall be <b>one (1) original</b>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	All clarifications, <b>in writing</b> and clearly containing the bid reference number should be sought not later than <b>14 days</b> before the closing date and must be addressed to <a href="mailto:procurement@namdia.na">procurement@namdia.na</a>
<b>ITB 13.1(g)</b>	The additional materials required to be completed and submitted are: <b>Not Applicable</b>
<b>ITB 14.4</b>	The Contract <b>is</b> subject to price adjustment in accordance with the Consumer Price Index (CPI) adjustment for the year under review.
<b>ITB 16.1</b>	The period of Bid validity shall be <b>60 days</b> after the deadline for Bid submission specified in the BDS.
<b>ITB 17.1</b>	<b>A Bid Securing Declaration must be submitted with the bid.</b> The Bid-Securing Declaration shall be in the form of a <b>signed and/or stamped</b> subscription in the Bid Submission form.
<b>ITB 18.1</b>	Alternative bids <b>are not</b> permitted.
<b>ITB 18.2</b>	Alternative times for completion <b>are not</b> permitted.
<b>ITB 18.4</b>	Alternative technical solutions shall be permitted for the following parts of the Services: <b>Not Applicable</b>

	If alternative technical solutions are permitted, the evaluation method will be as follows: <b>Not Applicable</b>
<b>ITB 19.1</b>	The Bidder shall prepare an original clearly marked “ <b>ORIGINAL</b> ”
<b>D. Submission of Bids</b>	
<b>ITB 20.2(a)</b>	NAMDIA’s address for the purpose of Bid submission is:  <b>Address: Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road, Klein Windhoek</b> <b>Telephone: 083 - 331 1126</b>
<b>ITB 20.2(b)</b>	For identification of the bid the envelopes should indicate:  Name of Procurement:: <b>Provision of Cleaning Services for NAMDIA for a period of 12 Months.</b>  <b>Procurement Reference Number: NCS/RFQ/NAMDIA–02/2025</b>
<b>ITB 20.2(c)</b>	<i>Markings on envelope: “<b>DO NOT OPEN BEFORE CLOSING DATE AND TIME</b>”</i>  In addition to the identification required in ITB Sub-Clause 20.2 (c), the inner envelopes shall indicate the name and address of the Bidder.  <i>If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</i>
<b>ITB 21.1</b>	The deadline for submission of bids is:  <b>Date: 23 May 2025</b>  <b>Time: 11h00 AM</b>
<b>E. Bid Opening and Evaluation</b>	
<b>ITB 24.1</b>	The bid Opening shall take place at:  <b>Address: Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road, Klein Windhoek</b> <b>Telephone: 083 - 331 1126</b>  <b>Date: 23 May 2025</b> <b>Time: 11h05 am</b>  The time of the bid opening may change if necessary for logistical reasons
<b>F. Award of Contract</b>	
<b>ITB 35.1</b>	The Performance security: <b>Not applicable</b>
<b>ITB 36.1</b>	The Advance Payment: <b>Not applicable.</b>
<b>ITB 37.1</b>	The Adjudicator proposed by the Procuring Agent will be appointed by the Law Society of Namibia.

## Section III.- Evaluation Criteria

The following evaluation criteria shall be applied not withstanding any other requirement in the bidding documents.

*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 not 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.*

*The Procuring Agent shall award the Contract(s) to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the requirement of the Bidding Documents.*

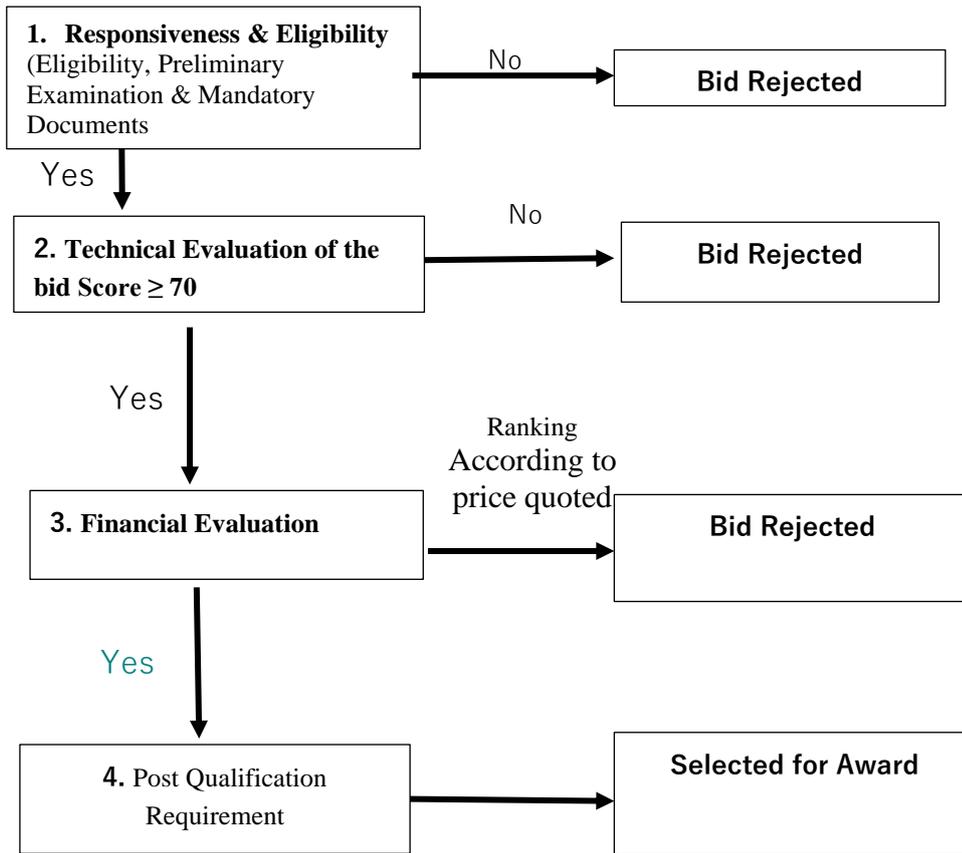
*All certified documents must be certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)) will be accepted. No colour photocopies are allowed.*

**The Bid evaluation shall comprise of the following stages:**

- Stage-1: Responsiveness check which includes Eligibility Evaluation check, Preliminary/Administrative Requirement evaluation of the bids and Mandatory Documents/Requirement evaluation of the bids
- Stage-2: Technical Evaluation Criteria and Conflict of Interest
- Stage-3: Financial Evaluation bidders will be ranked according to price quoted to determine the lowest evaluated substantially responsive bid.
- Stage-4: Post Qualification Requirement

The evaluation process is illustrated in the flow diagram below:

Initial: .....



*Note: Conflict of Interest will be Assessed throughout all the Stages of Evaluation.*

**STAGE 1****1. ELIGIBILITY EVALUATION**

<b>ELIGIBILITY</b>				
<b>No.</b>	<b>ITB Reference</b>		<b>Yes</b>	<b>No</b>
<b>1.1</b>	<b>4.3 (a)</b>	Is the Bidder 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?		
<b>1.2</b>	<b>4.3 (b)</b>	Does the bidder appear on any of the development bank ineligibility lists as follows: <ul style="list-style-type: none"> <li>• African Development Bank <a href="https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures">https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures</a></li> <li>• Asian Development Bank, <a href="http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&amp;count=999">http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&amp;count=999</a></li> <li>• European Bank for Reconstruction and Development, <a href="http://www.ebrd.com/pages/about/integrity/list.shtml">http://www.ebrd.com/pages/about/integrity/list.shtml</a></li> <li>• Inter-American Development Bank Group, <a href="http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html">http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html</a></li> <li>World Bank Group, <a href="http://www.worldbank.org/en/projects-operations/procurement/debarred-firms">http://www.worldbank.org/en/projects-operations/procurement/debarred-firms</a></li> </ul>		
<b>1.3</b>		Has the bidder been debarred/blacklisted in the last 3 years?  PROCUREMENT - MFPE - Portal Ariel (gov. na) ( <a href="https://mfpe.gov.na/procurement">https://mfpe.gov.na/procurement</a> )		

*Note: Bidders who appear in any of the ineligibility lists will be deemed non-responsive and, therefore disqualified and excluded from further evaluation and comparison process and will not be considered further.*

**2.PRELIMINARY/ADMINISTRATIVE REQUIREMENT**

No.	ITB Reference	Administrative Requirements	Yes	No
2.1	ITB 12.1	Is the bid as well as all correspondence and documents written in English?		
2.2	ITB 19.2	Are all pages of the bid signed and/or initialed by the person or persons authorized on behalf of the bidder?		
2.3	ITB 17.2 Page 51-52	Has the authorized representative of the bidder completed, signed and/or stamped the Bid Submission Form as per (Section IV bidding forms)?		
2.4	ITB 16.1	Has the bidder offered the period of bid validity of sixty (60) days, as specified in the Bidding Data Sheet?		
2.5	ITB 17.1 Page 53	Has the bidder submitted a completed, signed and/or stamped Bid Securing Declaration?		

*Note: The Bidders' submission will either be responsive or non-responsive. Bidders deemed non-responsive to any of the above administrative requirement(s) will be disqualified from the entire evaluation process and will not be considered further.*

**3. MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA**

Mandatory Documents / Requirements				
No.	ITB Reference and/or page number	Mandatory Requirements	Yes	No
3.1	ITB 13.1 (f) 1.	Does the bidder meet the following requirements in line with Section 29 (1) of the Public Procurement Act No.15 of 2015 as amended: (1) A public entity may limit participation in open advertised bidding proceedings - (a) to Namibia citizens; A public entity may limit participation in open advertised bidding proceedings- (b) to – (i) an entity incorporated or registered in Namibia in terms of the company or close corporation laws of Namibia; (ii) a co-operative registered under the laws regulating cooperatives in Namibia; (iii) a trust registered under the laws regulating trusts		

Initial: .....

Mandatory Documents / Requirements				
No.	ITB Reference and/or page number	Mandatory Requirements	Yes	No
		<p>in Namibia. (iv) A partnership or a joint venture or similar agreement, In which Namibian citizens own percent equity.”</p> <p><b>Provide evidence of Company registration documents and proof of citizenship of the shareholders or owners, certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)</b></p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above..</i></p>		
3.2	ITB 13.1 (f) 2.	<p>Attach a Copy of an original Good Standing Tax Certificate (<b>valid at the deadline of submission of bid</b>);(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?,</p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p>		
3.3	ITB 13.1 (f) 3.	<p>Has the Bidder provided a valid original or valid certified copy (<b>valid at the deadline of submission of bid</b>) of Good Standing Social Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?,</p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p>		
3.4	ITB 13.1 (f) 4.	<p>Has the Bidder provided a valid certified copy of Affirmative Action Compliance Certificate, or 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, (<b>valid at the deadline of submission of bid</b>) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that</p>		

Mandatory Documents / Requirements				
No.	ITB Reference and/or page number	Mandatory Requirements	Yes	No
		<p>the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))? In the case of Joint Ventures (JV), each JV partner must comply with the above.</p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p>		
3.5	<b>ITB 13.1 (f) 6. Page 48-49</b>	<p>Has the Bidder completed a written undertaking in compliance with Section 138 (2) of the Labour Act, 2007 and Section 50 (2)(D) of the Public Procurement Act, 2015 on <b>page 48-49</b>.</p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p>		
3.6	ITB 5.3 (b)	<p>Has the bidder provided written Power of Attorney?</p> <p><i>(Template on page 51 to be completed, signed and stamped).</i></p> <p><b>Note: Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf</b></p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p>		
3.7	ITB 5.3	<p><b>Has the bidder completed and sign the Declaration Form on page 47 (that staff who will work on contract are trained to work with pesticides and equipment)?</b></p> <p><i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i></p>		
3.8		<p>Are all the required documentary proof obtained from third party organisations certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)?</p>		

*Note: The Bidders' submission will either be responsive or non-responsive. Bidders deemed non-responsive to any of the above Mandatory Requirements Document Evaluation Criteria will be disqualified from the entire evaluation process and will not be considered further.*

#### 4. TECHNICAL EVALUATION

Technical Evaluation (100 points)					
(Marks for the criterion and sub-criteria to be inserted by NAMDIA)				Max Marks	Allocated Marks
<b>A. Company Experience</b>					
4.1	<b>Company Experience</b> (Provide proof of references for work experience. The reference letter should include: <ul style="list-style-type: none"> <li>• Client Name</li> <li>• Client contact details</li> <li>• The scope of services rendered</li> <li>• The completion dates</li> <li>• The Contract value</li> <li>• Contact person and office telephone number and email address).</li> </ul> (Reference verification will be done by Bid Evaluation Committee by calling or emailing).	3 years' experience and above in provision of cleaning services substantiated by reference letter(s)	25	<b>25</b>	
		2 years' experience in provision of cleaning services substantiated by reference letter(s)	20		
		Minimum of 1 year in providing Cleaning Services substantiated by a reference letter on a company letterhead from previous or current institution	10		
		Less than one (1) year experience in Cleaning Services with or no reference letters	0		
<b>B. Human resources</b>					
4.2	<b>Organizational organogram</b> indicating key personnel Attach a company detailed organisational organogram indicating key personnel and a clear supervisory structure to monitor cleaning services personnel. The organogram should include information such as the job titles, reporting structures and areas of responsibility for the employees	Detailed organogram attached	15	<b>15</b>	
		Organogram not fully detailed attached	10		
		No organogram attached	0		

Initial: .....

4.3	<p><b>Experience: Key personnel (Contracts Manager/Site Supervisor)</b></p> <p>Key personnel with a minimum of three (3) years' experience in Corporate cleaning Services environment (<b>Submission of a CV of Contracts Manager/Site Supervisor for this contract</b>)</p>	5 years and above substantiated by service certificate(s)/ letter(s) and Grade 12 certificate and CV	30	30	
		4 years substantiated by service certificate(s)/ letter(s) and Grade 12 certificate and CV	25		
		3 years substantiated by service certificate(s)/ letter(s) and Grade 12 certificate and CV	20		
		No service certificate(s)/ letter(s) and no Grade 12 certificate and no CV	0		
4.4	<p><b>Sample Job Descriptions of Cleaning Services Personnel</b></p>	A sample Job Description for any personnel submitted on company letterhead	5	5	
		No sample Job Descriptions for any personnel on the company letterhead submitted	0		
4.5	<p><b>Cleaning Services Personnel Training Program</b></p> <p>General workers need to be trained in every aspect relating to cleaning methods and safety procedures in the handling of all chemicals, equipment and material that they use with regards to this contract. (<b>attach declaration that staff who will work on contract are trained to work with pesticides and equipment</b>);</p>	Training program attached	5	5	
		No training program attached	0		

**C. Logistics and PPE Distribution**

4.6	Equipment required for the execution of this contract as outlined under ITB 5.5(c) on page 29-30	Attach proof of assets register/letter of intent from any registered financial institution/lease agreement from equipment hire companies	10	10	
		No proof of assets register/letter of intent from any registered financial institution/lease agreement from equipment hire companies attached	0		
4.7	Record of Personal Protective Equipment (PPE) issued in the past 12 months	Record submitted	10	10	
		Record not submitted	0		
<b>TOTAL SCORE (A+B+C):</b>					<b>...../100</b>

**Only bidders scoring 70% and more will be considered for further evaluation.**

**Note: NAMDIA reserves the right to verify and/or confirm the authenticity of any information provided and the authors thereof. In the event such is found to be false the concerned bidder shall be disqualified and may be taken through the process of debarment. (Reference verification will be done by Bid Evaluation Committee by calling or emailing ).**

## 5. CONFLICT OF INTEREST

Conflict of Interest				
No.	ITB Reference and/or page number	Mandatory Requirements	Yes	No
5.1	ITB 6.1	Does the bidder have a controlling partner in common with one or more parties in this bidding process? OR Does the bidder receive or have the bidder received any direct or indirect subsidy from any of the controlling partners?		
5.2	ITB 6.1	Does the bidder have the same legal representative with any other bidder(s) for purposes of this bid?		
5.3	ITB 6.1	Does the bidder have a relationship with any other bidder(s), 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 Procuring Agent regarding this bidding process?		
5.4	ITB 6.1	Has the bidder participated in more than one bid in this bidding process? <i>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</i>		
5.5	ITB 6.1	Has the bidder (owners/shareholders) 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 this Bid?		

**NOTE: The conflict of interest will be evaluated throughout all the stages of the evaluation Process. All Bidders found to have a conflict of interest shall be disqualified.**

### STAGE 3

## 6. FINANCIAL EVALUATION

- 6.1 A Bid price lower than the gazetted rate per Cleaner per hour will be deemed to be non-responsive and shall be disqualified. The hourly rates shall be in line with the gazetted rates for Cleaning Services as amended from time to time and published by the minister in terms of section 71 of the labour Act 11 of 2007.
- 6.2 Bidders will be ranked according to price quoted or offers (from lowest to highest). The contract shall be awarded to the lowest evaluated substantially responsive bid in terms of Section 55 (1) of the Public Procurement Act, 2015 (Act No. 15 of 2015 as amended).

### STAGE 4

Initial: .....

**7. POST AWARD REQUIREMENTS (Successful bidders will be required to provide the following before contract signing):**

- 7.1. Provide proof of working capital to the value of three (3) months of the bid price quoted in the form of commitment letter or bank statements from any registered financial institution. (*Working capital for one month will be calculated as the total quoted amount per lot divided by 12 months*)

**Section IV.- Bidding Forms**

**Table of Forms**

**Bid Submission Form .....46**  
**Bid Securing Declaration .....48**  
**Written undertaking in terms of section 138 of the Labour Act, 2007 .....49**  
**Company Shareholding Information Form.....51**  
**Special Power of Attorney.....52**  
**Declaration form on workers trained (in handling pesticides and equipment).....53**  
**Qualification Information: .....54**

### Bid Submission Form

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

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

Date: on this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Bidder's Reference No.: \_\_\_\_\_

Procurement Reference No: \_\_\_\_\_

To: Address: Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road  
Klein Windhoek

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
- (b) 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 Activity Schedule accompanying this Bid.
- (c) The total price for two (2) year contract period of our Bid Inclusive of VAT in Namibia Dollars (N\$), after discounts offered in item (d) below is:

<b>Price (inclusive VAT) for 12 Months contract period</b>
N\$

- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_;
- (e) Our bid shall be valid for a period of \_\_\_\_\_180\_\_\_\_ *[insert validity period as specified in ITB 16.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;
- (h) We are not participating, as a Bidder in more than one bid in this bidding process.
- (i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;

Initial: .....

(j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;<sup>5</sup>

(k) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

(l) We understand that this bid, together with your written acceptance thereof included in your Notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) 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 in Namibia Dollars	Purpose of Commission or gratuity

(if none, state "none")

(n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

(o) If awarded the contract, the person named below shall act as Contractor's Representative:

Signed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Company Stamp: \_\_\_\_\_

<sup>5</sup> Use one of the two options as appropriate.

Initial: .....

**BID SECURING DECLARATION**  
**(Section 45 of Act)**  
**(Regulation 37(1) (b) and 37(5))**

**Date:** *Day*|.....*month*.....2023

**Procurement Ref No.:** .....

**To:** Central Procurement Board of Namibia  
P.O. Box 23650  
Windhoek

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.]

Initial: .....



**REPUBLIC OF NAMIBIA**

**Ministry of Labour, Industrial Relations and Employment Creation**

**Written undertaking in terms of section 138 of the Labour Act, 2007 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:.....

Initial: .....

## 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:** .....

**Company Stamp (where applicable):**.....

*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.

Initial: .....



Date: *[insert day, month, and year]*

**Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road  
Klein Windhoek**

Dear Sir/Madam,

**RE: PROCUREMENT NO. NCS/RFQ/NAMDIA-02/2025: SPECIAL POWER OF ATTORNEY**

The undersigned person is herewith granted a special power of attorney to initial and sign the bidding document for the purposes of procurement process *[insert procurement reference number]*.

Title and Name \_\_\_\_\_  
Signature \_\_\_\_\_

Such authorization has been conferred by the Board of Directors by way of a Board Resolution/ Member’s Resolution *[delete where appropriate]* dated *[insert date of board/member’s resolution]* attached hereto, to act on our behalf and in our name. The actions and representations of the aforementioned person shall be binding upon the grantors.

Place \_\_\_\_\_  
Date \_\_\_\_\_  
Name \_\_\_\_\_

Signature and/or Company Stamp  
(Duly authorized to confirm such Special Power of Attorney)

***Note: Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf***

Initial: .....

**DECLARATION FORM THAT WORKERS ARE TRAINED TO WORK WITH PESTICIDES AND EQUIPMENT)**

**PROCUREMENT NO. NCS/RFQ/NAMDIA-02/2025**

**To:** Namib Desert Diamonds (Pty) Ltd  
P.O. Box 91600  
Windhoek

I/We, declare that all staff employed under our cleaning contracts are thoroughly trained to handle pesticides and equipment in accordance with industry standards and regulations. Our commitment to safety and excellence ensures that our team has the knowledge and skills to use cleaning products and equipment responsibly.

This training includes proper handling, storage, and application of pesticides and proficiency in operating cleaning equipment efficiently and safely. Our goal is to provide high-quality cleaning services while prioritising the well-being of our staff, clients, and the environment. By adhering to rigorous training protocols, we aim to maintain a safe and healthy working environment, minimise environmental impact, and exceed our clients' expectations.

I/We\* accept that under this form, I/we\* will be disqualified for not completing and sign this form.

**Bidder:** *[indicate legal capacity of person(s) signing the this Declaration]*

Name:.....

*[insert complete name of the person signing this Declaration Form ]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*[insert date of signing]*

Signature:.....

Bidder stamp (Where applicable):

**NB: Bidder who did not complete and sign this form will be disqualified from the bidding process.**

Initial: .....

## Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
 Place \_\_\_\_\_ of \_\_\_\_\_ registration:  
 .....*[insert]*  
 Principal \_\_\_\_\_ place \_\_\_\_\_ of  
 business:.....*[insert]*  
 Power of attorney or other acceptable document of signatory of Bid:  
*[attach copy]*
- 1.2 Total annual volume of Cleaning Services performed in five years, in the nationally traded currency specified in the BDS: **Attach proof.**
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three (3) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

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

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

**Schedule A: Main Campus**

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

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(e)
(f)

**Schedule B: Lower Campus**

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

**Schedule C: External Buildings**

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

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 5.5(b) and GCC Clause 4.1.

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

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1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.  
**Not applicable.**

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 (3) years: balance sheet, profit and loss statements, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4. **Bidder to provide letter of intent as proof.**

1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Procuring Agent. **Bidders to attach confirmation letter as proof.**

1.10 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)			

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents. **Bidders to submit Work Plan for execution of this contract.**

**2. Joint Ventures**

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

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- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**3. Additional Requirements**

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

## **Part II – Activity Schedule**

## **Section V. Activity Schedule**

**PRICED ACTIVITY SCHEDULE**

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

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

**Currency of Bid: Namibia Dollars**

<b>Bidder to indicate no of supervisors/contract Managers</b>	<b>Number of Cleaners (3)</b>	<b>Total Monthly Price N\$ (VAT inclusive)</b>	<b>Total contract Price for Year 1 (VAT inclusive)</b>

**Disclaimer:**

**Bidder's cost should be inclusive of all monthly cleaning materials and equipment.**

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

**Priced Activity Schedule Authorised By:**

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

## **Section VI. Scope of Service and Performance Specifications**

### **SCOPE OF SERVICES:**

#### **1.1 BACKGROUND**

NAMIB DESERT DIAMONDS (NAMDIA) intends to outsource the Cleaning Services, to a Service Provider, at its Office in Windhoek. NAMDIA intends to enter into a Service Level Agreement with a Service Provider who is to provide the services required. The services rendered will be for the Service Provider's own account, taking responsibility for all risks including management/servicing of cleaning equipment, management of cleaning material and stock control.

#### **1.2 SCOPE**

We are seeking an experienced vendor/partner to clean our building and surroundings. This is all inclusive of cleaning services and provision of cleaning material for the NAMDIA Office which is made up of two (2) buildings (Administrative Block and a Restricted Area) and usable area per square meter is highlighted below. The service provider is to ensure that once a quarter deep cleaning services are provided.

The service provider is to ensure that the washing of windows, carpets and furniture upholstery are provided every 6 months.

- Total square meters to be cleaned 888 sqm
- Twelve (12) unisex Bathrooms
- Parking Areas
- NAMDIA Sky Lounge
- Four (4) Kitchens
- Two (2) Boardrooms

#### **DURATION OF SERVICE OBJECTIVES & RESPONSIBILITIES**

- The intended term of the contract will be twelve (12) months
- Normal Working Hours

- Monday to Friday (excluding Public Holiday) 7h30 to 16h30.
- It must be further noted, that NAMDIA may extended operating hours and in advance negotiate with the service provider, should such a requirement be deemed necessary during our high peak periods or during scheduled functions. This might include services to be provided over weekends or after hours.

### **STAFFING REQUIRED**

- One (1) Supervisor (does not have to be based on-site full-time)
- Two (2) Females and one (1) male cleaner (full-time on-site)
- The current service provider has a total of 3 employees and such a number shall be retained for the new contract
- Any breach of contract will immediately lead to termination of contract.

### **EQUIPMENT**

All equipment needs to be of an acceptable quality standard. An acceptable quality standard would be equipment of a brand name that is recognized within the facilities management industry as being durable in construction and reliable in service. Each serviced area needs to be allocated sufficient equipment per floor. Sufficient and separate gloves for each area should be provided for the cleaning of the bathrooms, kitchens and general areas. These gloves should be replaced monthly.

**We require proper cleaning cloth for various areas in colour codes as follows:**

- a) Red for bathroom purposes;
- b) Yellow for the workstations and equipment amongst other telephone equipment and computers; and
- c) Blue for the kitchens

**GENERAL INFORMATION:****1. RISK AND RESPONSIBILITY**

- ❑ The Contractor accepts full responsibility for its staff's actions and will ensure that such actions at no time place the staff or property of NAMDIA concerned in danger.
- ❑ Should the Contractor's workers participate in strikes, marches, riots or any other actions which fall outside their duties, it is the Contractor's responsibility to control its personnel, restore order or, if necessary, to remove them from NAMDIA's premises.
- ❑ The Contractor must discourage its workers from participating in any actions, such as those mentioned above, whether these are initiated by staff or by any other outside body.
- ❑ In the case of any strike, stay-away or action where no, or only partial service is rendered, and where the Contractor is not responsible for remuneration (no work, no pay) of such personnel, the Contract price for the period concerned shall be adjusted accordingly.
- ❑ In an event of a strike or stay-away where the Contractor makes provision for casual (replacement), these workers must carry sufficient identification in order to minimize a security risk.
- ❑ In the event of actions such as those mentioned above, it is the responsibility of the Contractor to calculate revised invoices and present them for payment at the end of the month in which only partial service was rendered.
- ❑ During any period of riot, boycotts, or unrest, the Contractor and his staff shall enter, work and/or reside on the premises of NAMDIA at own risk. NAMDIA shall not be liable for any damage to the Contractor's or staff's property and/or equipment, or for any injury to or death of the Contractor's employees under his control. The Contractor hereby indemnifies NAMDIA against any such claims and legal costs, including attorney and client legal costs.
- ❑ It is still the responsibility of the Contractor to ensure that services are provided and maintained, even in a situation of unrest or stay-away.
- ❑ The Contractor accepts responsibility for any losses, which occur during the cleaning process when it can be established that the cleaners were responsible. NAMDIA shall request their staff to ensure that items of value, cash, documents and personal items are securely locked away during service periods.
- ❑ Where keys for access to areas of the site are required and keys are given to the Contractor, the necessary care and responsibility for their safekeeping must be observed. The Contractor must ensure that keys are not misused or used to allow access by unauthorized persons. To

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this end it can be expected from the Contractor to unlock access doors of buildings at the beginning of each work shift.

- Where the Contractor's workers make use of NAMDIA's equipment, material or installations, the Contractor must ensure that its workers are fully trained to do so with safety.

## **2. CHANGE OF SPECIFICATIONS AND/OR CONDITIONS**

- 3.1 NAMDIA reserves the right, in consultation with the Contractor, to amend or add to these specifications and/or conditions as and when necessary depending on changing conditions and requirements.
- 3.2 NAMDIA may request to amend or reduce the work force, or cancel the Agreement in the event where buildings or part thereof are no longer in use, sold, etc.
- 3.3 Changes to the conditions will not be binding unless mutually agreed upon, recorded in writing and duly signed by both parties. In the event of any dispute where a mutual agreement cannot be reached, both parties agree to arbitration as provided for in this Agreement.
- 3.4 Changes to the conditions or frequencies with limited extent shall have no effect on the contract price.

## **3. CLEANING SERVICE PERSONNEL**

### **4.1 Identification**

The Contractor's staff must carry identification at all times. It will be the responsibility of the Contractor to ensure that all cleaning personnel on site display their identity tags at all times in such a way as to be fully visible. Subject to satisfying the foregoing, staff failing to display their identification tags may be removed from the site.

### **4.2 Medical fitness**

NAMDIA reserves the right to require that all Contractor personnel be certified fit for duty. If/when such certification is required it shall be carried out by a medical practitioner, appointed by NAMDIA.

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### **4.3 Training**

NAMDIA recognizes the need for training, both induction and during the course of employment, and expects to derive both benefit and value-for-money from all training undertaken by employees of the Contractor engaged in relation to this contract. The Contractor shall ensure that the absence from operational duty of staff attending a training course does not affect the satisfactory provision of the specified services.

Contractor personnel need to be trained in every aspect relating to the handling of all the equipment, material and cleaning products.

### **4.4 Uniforms**

- The Contractor 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 suits and one pair of protective shoes.
- All Contractor staff is to wear protective uniforms, headgear (including goggles, visors and masks) and fully covered shoes and/or boots (appropriate to their tasks and functions) whilst on duty.
- The Contractor shall supply all uniforms, which shall be of good quality and in a style approved by NAMDIA.
- All uniforms must bear the name and logo of the Contractor.
- The Contractor shall ensure that all its personnel employed in rendering of the Service are at all times whilst on duty neatly dressed, presentable and hygienic.

### **4.5 Relief staff**

- The Contractor shall provide relief-staff and may do so by transferring temporarily staff from another site in the event of labour unrest, seasonal workload peaks or to replace staff on training, leave or sick leave provided that NAMDIA's Contract Manager is given reasonable notice of this.
- The Contractor will bear all costs related to the provision of relief staff.

### **4.6 First Aid**

- The Contractor shall be responsible for the provision and replenishment of first aid boxes, which shall be under the control of a trained first aid provider.
- In cases of emergency, the on-site supervisor shall be responsible for summoning the ambulance. Where possible, NAMDIA concerned will offer assistance.

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#### 4.7 Salaries

- The basic salary per employee should not be less than **N\$3,500.00** per month and the transport allowance not less than N\$650.00 per month, should the contractor not provide transport.
- Please note that the salaries of employees should increase with at least N\$100 and transport allowance with N\$50 per annum.

**Note: A Bid price lower than the gazetted rate per Cleaner per hour will be deemed to be nonresponsive and shall be disqualified. The hourly rates shall be in line with the gazetted rates for Cleaning Services as amended from time to time and published by the minister in terms of section 71 of the labour Act 11 of 2007.**

#### 4. DESCRIPTION OF DUTIES

The duties described below provide an indication of the NAMDIA's expectation, rather than a comprehensive listing. However, the descriptions noted should serve as a guideline on the minimum requirement.

##### **Supervisor / Contracts Manager**

- The Contractor must ensure that his workers comply at all times with the conditions of the Occupational Health and Safety Act.
- The Supervisor / Contracts Manager shall be available at all times and should work from campus. A suitable replacement shall take over duties in his absence, immaterial of the duration of his absence.
- Provide continuous supervision over workers and carry out inspections to ensure that a proper service is provided.
- Maintenance inspections must be carried out regularly on all mechanical and electrical equipment to ensure that no worker is injured while using the equipment.
- Ensure that cleaning materials are stored only in the designated places.
- Ensure that workers are properly and neatly clothed in suitable protective clothing and/or overalls during their shift. Workers are to use the change room provided and may not change in any other area.
- Liaise with NAMDIA's personnel on a regular basis, specifically the Contract Manager.
- Ensure that the required number of workers is on duty during each shift.
- Ensure that an attendance register is kept for the workers and is available for inspection at any given time.

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- Ensure that workers are familiar with safety regulations and procedures and specifically with the emergency evacuation programme and that the correct emergency procedures will be followed in the event of an emergency situation or when an exercise is held.

## 5. COMPLAINTS

- A complaint register, in which complaints in respect of the service have been recorded, will be made available at an agreed point or points.
- The supervisor must check the entries in the book(s) on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 24 hours at the most.

## 6. PREMISES, EQUIPMENT AND MATERIALS

### Premises

The Contractor shall have use of water and electricity, a storage room, office and a rest room **free of charge**. The exact allocation of facilities will be agreed upon once the needs of both NAMDIA and other contractors have been determined. The Contractor's use of the facilities is subject to the following conditions:

- The premises are maintained in a clean and orderly manner, in keeping with good housekeeping principles.
- The premises are not used for any activities other than those relating to the rendering of the service as specified by this document.
- NAMDIA retains the rights of inspection.
- The Contractor must supply all furniture and equipment required.

In conclusion, NAMDIA will provide what it deems as adequate office and storage facilities for the Contractor and the Contractor shall have access to such facilities for the duration of the contract period only.

### Cleaning Equipment

It is the Contractor's responsibility to ensure that the equipment is adequate to render the service levels required and that all equipment is maintained in an acceptable and working condition. All equipment used must have a noise level of **not more** than 80 dB (A).

Application of equipment and information submitted according to the bidders offer will be enforced.

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The following cleaning equipment are required:

- Vacuum Cleaners
- Industrial Carpet Washing Machines
- Industrial Scrubbing Machines
- Long Ladder/s
- Short Ladder/s
- Brooms
- Mops
- Yellow Wet Floor Signs
- Dusting Feathers
- Double Mop Trolleys
- High Pressure Water Washers (Sam Nujoma Campus)
- Long Ladder

Proper colour coded cleaning cloths are required:

- Red - Bathrooms
- Yellow – General Cleaning
- Blue – Kitchens

### **Materials and Utilities**

The following basic conditions and specifications apply with respect to the provision of materials and utilities:

- All materials must be of good quality as approved by NAMDIA.
- NAMDIA reserves the right to determine the product, active ingredients, application, source used (type and/or brand), etc where it deems appropriate.
- The Contractor shall source all consumables, cleaning materials and semi-durable cleaning materials (brooms, mops, buckets, etc.) needed to render the service levels specified by this document – the latter must be in an acceptable condition.
- The Contractor shall ensure that adequate stock levels are maintained in order to avoid service interruptions.
- NAMDIA shall bear the cost of electricity and water consumed in the cleaning operations.
- The Contractor shall be responsible for arranging transport of all consumable material used for the cleaning operations from the main point of receipt to all points of consumption.

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- The Contractor shall ensure that adequate security (included but not limited to the safe handling thereof) is provided during the transport and storage of materials on the site.
- The Contractor shall ensure that all chemicals, disinfectants, insecticides and pesticides are stored, transported and applied in accordance with the manufacturer's specifications, precaution and with great care. Application shall be in accordance with the requirements of NAMDIA.
- The Contractor must make provision in its contract price for toilet soap, paper towels, sanitizer and plastic refuse bags.

Toilet paper shall be supplied by the Contractor.

- Toilet papers should be sourced from local manufacturers
- Toilet paper specifications should be as follow: **2 plies, non-dusty and 350 sheets per roll.**

### **Communication**

The Contractor shall supply his own staff with cell phones in order to facilitate communication between NAMDIA and the Contractor, and furthermore to ensure that these are kept in a good working order.

The Contractor shall accept full monetary responsibility for equipment, telecommunication and/or network services, installation and monthly charges.

### **7. EMERGENCY / AFTER HOURS SERVICES**

When services are required after hours and/or in cases of emergency or in the case of no-service because of any reason, NAMDIA reserves the right to make use of other service providers if such a step would appear to be in the interest of NAMDIA.

### **8. CODE OF CONDUCT**

The Contractor and his employees agree not to give any gifts, gift vouchers or any advantages to employees of NAMDIA either directly or indirectly unless market related prices are paid for it. This includes "kick-backs" and "spotter fees". The Contractor further agrees not to grant any loans, money or otherwise, to employees, and vice versa. Contravention of this clause may result in the immediate cancellation of the contract.

- The Contractor is not allowed to hold any social activities on NAMDIA's premises unless permission for it is beforehand obtained from NAMDIA.

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- The Contractor is not allowed to hold any social function, give any gifts to employees of NAMDIA, especially with the view to obtain more business, to relax service levels or to put the Contractor in a favourable position compared to other Service Providers.
- The Contractor and his employees are not allowed to sell goods or services to NAMDIA employees at the premises.
- Social interaction between the Contractor and NAMDIA's employees during working hours is prohibited.
- Any unlawful or illegal practice, or attempt thereto, by NAMDIA's employees must immediately be reported to NAMDIA Contract Manager
- No labour union meetings, either in house or with union officials, on NAMDIA premises will be permitted.

## **9. EXTENSION OF SERVICE**

Additional cleaning services will be negotiated with the successful contractor if and when necessary. It is envisaged that such services may be required from time to time for:

- Special circumstances and emergencies (i.e. water damage)
- Ad hoc requirements (i.e. special functions)
- Commissioning new areas and/or buildings.

NAMDIA is not bound to use the successful supplier for extended services, but could award the work at its discretion.

## **10. CLIENT LIAISON**

Frequent liaison through formal and informal communication structures is considered to be essential for maintaining the required customer focus. It is envisaged that adequate communication should at least take place between the Contractor, Contract Manager and stakeholders from other departments.

The Contractor will be expected to be pro-active in approaching these immediate stakeholders in collaboration with the Contract Manager, in order to establish communication structures from the outset of the contract period.

## **13. COMPENSATION FOR DAMAGES/THEFT**

The Contractor will be held responsible for any damage or theft that may be caused by the Contractor or by the Contractor employees due to their negligence or in their normal execution of duties or otherwise.

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## CLEANING SPECIFICATIONS:

### 1. SCOPE OF WORK

The contracts are all inclusive of cleaning services and provision of cleaning material for the buildings of NAMDIA.

### 2. SPECIFICATIONS AND FREQUENCIES

The specifications and frequency schedules below, serve as a general concept for all areas and as a guideline to minimum requirements, but may be adjusted in accordance with NAMDIA requests, mutual arrangements or to ensure a better service. Areas with a higher traffic should be serviced more frequent in order to ensure an *“always neat”* appearance. Furthermore, it must be noted that the minimum requirement will be at least the highest standard set for the cleaning industry.

Where in these instructions reference is made to “daily” this generally means a 5 (five)-day week – Saturday, Sunday and public holidays excluded. It could be expected from the Contractor to provide services during special occasions, after hours, over weekends and public holidays. When service is required on Saturdays and/or Sundays, it will be pointed out to the contractor.

#### 2.1 General specification

#	Tasks and Activities
1.	<p><b>DUSTING</b></p> <p>Unless otherwise stated, the under-mentioned should be dusted every day with a soft cloth or a duster, which is recommended specifically for this purpose, and should be cleaned – <b>daily</b>:</p> <ul style="list-style-type: none"> <li>• Contents of each room</li> <li>• All hard surfaces and partitions</li> <li>• All artwork and frames (Should be handled with care)</li> <li>• Wooden panels and partitions</li> </ul>
2.	<p><b>BLINDS</b></p>

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	<ul style="list-style-type: none"> <li>• Dust blinds – <b>weekly</b></li> <li>• Clean blinds – <b>monthly</b></li> </ul>
<b>3</b>	<p><b>DOORS</b></p> <ul style="list-style-type: none"> <li>• Remove all dirty spots on wooden and aluminium doors – <b>daily</b></li> <li>• Polish doors knobs with an approved metal polish where applicable – <b>weekly</b></li> <li>• Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface – <b>weekly</b></li> </ul>
<b>4</b>	<p><b>GLASS PARTITIONING</b></p> <ul style="list-style-type: none"> <li>• Wash all full height and low-level glass partitioning – <b>weekly</b></li> </ul>
<b>5</b>	<p><b>ELEVATORS</b></p> <ul style="list-style-type: none"> <li>• Clean all elevators inside and outside with degreasing agent using a cloth that will not scratch the surface – <b>daily</b></li> </ul>
<b>6</b>	<p><b>FURNITURE</b></p> <ul style="list-style-type: none"> <li>• All fabric chairs to be washed and vacuumed with a wet and dry vacuum cleaner during the break of <b>every summer</b></li> <li>• Polish wooden furniture everywhere with an approved polish, such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished – <b>weekly</b></li> <li>• <b>Do not polish any laminated furniture.</b></li> <li>• Remove all dirty spots on glass tops, desks and other furniture such as, bookshelves, empty shelves in a proper way – <b>daily</b></li> <li>• Damp-wash those parts of furniture covered in leather or imitation leather – <b>daily</b></li> <li>• Treat upholstered or leather covered parts of furniture with an approved agent – <b>monthly</b></li> <li>• Vacuum those parts of furniture covered with fabric – <b>weekly</b></li> <li>• Wipe telephones with a damp cloth using a suitable diluted disinfectant - <b>daily</b></li> </ul>

7	<p><b>INSIDE WALLS</b></p> <ul style="list-style-type: none"> <li>• Remove all spots such as fingerprints on walls, paintwork, and electric switches – <b>daily</b></li> </ul>
8	<p><b>STAIRS</b></p> <ul style="list-style-type: none"> <li>• Wipe banisters with a damp cloth – <b>daily</b></li> <li>• Use polish on wooden banisters that will not scratch the surface – <b>monthly</b></li> <li>• Clean all visible pipes – <b>daily</b></li> </ul>
9	<p><b>FLOORS</b></p> <ul style="list-style-type: none"> <li>• Clean all floors in order to maintain a high gloss – <b>daily</b></li> <li>• Entry to offices or high traffic floors should be cleaned often – <b>daily</b></li> <li>• Wash floors with an appropriate disinfectant – <b>daily</b></li> </ul>
10	<p><b>WOODEN FLOORS AND BLOCK-FLOORS</b></p> <ul style="list-style-type: none"> <li>• Sweep and remove all dirty marks – <b>daily</b></li> <li>• Polishing, with an approved non-slip polish, should be done after the floor has been wiped with a damp mop.</li> <li>• High traffic (like lecturer halls) apply polishing agent and polish – <b>weekly</b></li> <li>• Offices – apply polishing agent and polish – <b>weekly</b></li> </ul>
11	<p><b>CARPETS (wall to wall and loose)</b></p> <ul style="list-style-type: none"> <li>• Vacuum all carpets – <b>weekly</b></li> <li>• Thorough vacuuming as follows: <ul style="list-style-type: none"> <li>▪ High traffic like passages (Auditoriums) – <b>daily</b></li> <li>▪ Offices and Conference Facilities – <b>daily</b></li> </ul> </li> <li>• Clean spots or stains immediately on a daily basis. Service provider should guard against the use of cleaning agents that could damage or discolour the carpets.</li> <li>• The carpets should then be washed with an appropriate carpet washing machine. When carpets are washed, dirty marks or stains should be removed after which the carpet should be thoroughly vacuumed. It should be ensured</li> </ul>

	<p>at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets, if possible, deep washing of carpets will be done every six ( 6 )months when requested</p>
12	<p><b>OUTDOORS CONCRETE SURFACES AND PAVING (ceramic, tiles, marble, terrace etc.)</b></p> <ul style="list-style-type: none"> <li>• Balconies, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed – <b>daily</b></li> <li>• Pick up all rubbish on paving – <b>daily</b></li> <li>• Sweep paving with a hard broom – <b>daily</b></li> <li>• Walkways should be washed and scrubbed with soap and water – <b>weekly</b></li> </ul>
13	<p><b>RUBBISH REMOVAL</b></p> <ul style="list-style-type: none"> <li>• Empty all waste bins in office, kitchen, bathrooms and general areas – <b>daily</b></li> <li>• All rubbish bins should be washed with an approved disinfectant.</li> <li>• Sufficient rubbish bags need to be provided daily to outline the bins in the kitchens, bathrooms and where necessary.</li> <li>• All rubbish bags will be removed from the containers with the rubbish intact and the containers will be outlined with new bags – <b>daily</b></li> <li>• Empty and wash all large bins outside conference rooms – <b>once a day</b></li> <li>• The contents of waste bins and other office rubbish should be removed neatly in bags and deposited to the collecting points of rubbish bins provided for this purpose.</li> <li>• Rubbish bags may not be dragged across floors or carpet tiles as the bags may be damaged.</li> <li>• The contractor will be responsible for sorting waste paper for rendering to waste paper dealers. The manner of disposal to be indicated – <b>daily</b></li> <li>• Leaves, paper and other debris falling on or blowing onto the NAMDIA premises should be collected and placed in a plastic bags to be provided by the contractor, and put in an appropriate place on the premises.</li> </ul>

14	<p><b>KITCHENS</b></p> <ul style="list-style-type: none"> <li>• Kitchen floors to be washed – <b>daily</b></li> <li>• Counters tops to be washed – <b>daily</b></li> <li>• Cupboards to be cleaned and washed inside to avoid infestation – <b>weekly</b></li> </ul> <p><i>Service provider cleaners are not responsible for cleaning NAMDIA staff utensils (such as lunchboxes, cups etc.)</i></p>
15	<p><b>BATHROOMS</b></p> <ul style="list-style-type: none"> <li>• Bathroom floors to be washed - <b>daily</b></li> <li>• Counters tops to be washed – <b>daily</b></li> <li>• Toilet pans, covers, urinals, basins, towel rails and taps are to be cleaned with approved disinfectant – <b>twice a day</b></li> <li>• An approved agent should be put in toilet pans to prevent deposits forming – <b>weekly</b></li> <li>• Showers should be disinfected with an approved disinfectant – <b>daily</b></li> <li>• All mirrors should be cleaned and polished – <b>daily</b></li> <li>• Approved agents should be put in basins and urinals to prevent clogging – <b>weekly</b></li> <li>• Glazed and enamel surfaces should be washed with an approved liquid agent, no abrasives or scouring materials may be used</li> <li>• Toilet papers to be replaced <b>regularly during the day</b></li> </ul>
16	<p><b>WINDOWS</b></p> <ul style="list-style-type: none"> <li>• Windows must be washed inside once a month and when necessary.</li> <li>• All window facades on each building must be washed and cleaned once annually at the break of each winter.</li> <li>• Service providers must provide safety harness when cleaning windows.</li> </ul>

**Monthly Cleaning Activities:**

a) Air condition ventilators, electric fans and ceiling lights cleaned.

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**Every Three (3) Months:**

- a) Cleaning of outside windows in accordance with best industry standards for window cleaning.

**Refuse removal**

The service provider shall remove all refuse from the premises daily and dump such at the designated dumping sites.

**Areas to be excluded from the Cleaning Contract**

- a) Server room;
- b) UPS rooms
- c) Storerooms

**Cleaning Cloths**

NAMDIA requires proper cleaning cloths for various areas in colour codes as follows:

- a) Red for bathroom purposes;
- b) Yellow for the workstations and equipment amongst other telephone equipment and computers; and Blue for the Kitchens.

**Absenteeism**

Should a staff member not be present at work a replacement is required by **10:00** of that day or earlier.

**2.2 Specifications and cleaning frequencies for specific areas.**

The specifications as mentioned on the previous pages are also applicable in these areas and vice versa. The following specifications are in addition and will be applicable if the mentioned areas.

The cleaning frequency must be adjusted during times of high traffic or exceptional use in order to maintain a high level of service and customer satisfaction. The Contractor must establish the location of those areas and make provision for frequent and additional service in order to ensure an always neat, tidy and hygienic facility.

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**From approximately the middle of December to the first week of January the following year the NAMDIA will be closed. During this period the contractor will thus not be cleaning the scheduled areas.**

## **Part III –Contract**

### **Section VII. General Conditions of Contract**

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## Section VII. General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

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

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

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- (n) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (o) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (q) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (r) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (s) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
- (t) “Procuring Agent” means the Central Procurement Board of Namibia procuring on behalf of the Public Entity.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Namibia.

**1.3 Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address **specified in the SCC**.

**1.5 Location** The Services shall be performed at such locations as are specified in **Appendix A**, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Republic of Namibia or elsewhere, as the Employer may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and Audit by the Public Entity** The Service Provider shall permit the Employer to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so, required by the Latter.

**1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

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

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## 2.6 Termination

**2.6.1 By the Employer** The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

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

For the purposes of this Sub-Clause:

- (i) "corrupt practice"<sup>6</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>7</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>8</sup> 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"<sup>9</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

<sup>6</sup> For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>7</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>8</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, noncompetitive levels.

<sup>9</sup> For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

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

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

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

### **2.6.2 By the Service Provider**

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

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

### **2.6.3 Payment upon Termination**

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

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

## **3. Obligations of the Service Provider**

### **3.1 General**

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

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support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests**

**3.2.1 Service Provider Not to Benefit from Commissions and Discounts.** The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

**3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project** The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Namibia which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

**3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within 12 Months after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

**3.4 Assignment** The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.

**3.5 Indemnification** The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service

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Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

**3.6 Insurance to be Taken Out by the Service Provider**

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

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

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

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

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

#### 4. Service Provider's Personnel

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

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- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have:
- (i) committed serious misconduct or have been charged with having committed a criminal action, or
- (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### **5. Obligations of the Employer**

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

### **6. Payments to the Service Provider**

- 6.1 Time-Based Remuneration** The Service Provider's remuneration shall not exceed the Contract Price rates and shall be subject to the quantities performed as agreed with the purchaser including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price** The price payable in Namibia Dollars is the corrected bid price accepted in terms of the award or the total amount in terms of the Contract Agreement signed by the Parties, whichever is applicable.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, an increase in the remuneration may be done by increasing the quantities multiplied by the unit price thereto provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** 6.4 Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Namibia for the same amount and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** 6.5 If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment** 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$
- Where:
- $P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.
- $A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and
- $L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 30 days before Bid opening for labor; both in the specific currency “c”.
- $I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 30 days

before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

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

## 6.7 Dayworks

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

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

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

## 6.8 Labour Clause

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

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

(ii) by arbitration awards; or

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

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

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

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

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

## 7. Quality Control

### 7.1 Identifying Defects

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

### 7.2 Correction of Defects, and lack of Performance Penalty

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

## 8. Settlement of Disputes

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- 8.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Settlement**
- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 15 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, **shown in the SCC**.
- 8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 15 days of receipt of such request.

## Section VIII. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1(a)</b>	<p>The Adjudicator proposed by the Procuring Agent is a person to be nominated by the President of the Law Society of Namibia on the instruction of the Employer</p> <p>The Adjudicator proposed by the Employer: Adjudication will be as per the Laws of Namibia. The adjudication procedures of the following institutions will be used:</p> <p>Following notice of intention to commence arbitration issued by either party, an Adjudicator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitration to be appointed by a judge in Chambers of Namibia. The Arbitrator fees as taxed will be borne by the losing party. Any decision of the Adjudicator shall be final and binding to both parties.</p>
<b>1.1(c)</b>	The Contract Period is: <b>12 Months</b>
<b>1.1(d)</b>	The contract name is <b>The Provision of Cleaning Services for the Namib Desert Diamonds (Pty) Ltd (NAMDIA)</b>
<b>1.1(g)</b>	The Employer: <b>Namib Desert Diamonds (Pty) Ltd (NAMDIA)</b>
<b>1.1(k)</b>	The Member in Charge is: <b>The Accounting Officer</b>
<b>1.4</b>	<p>The addresses for delivery of notices are:</p> <p>Attention: The Vice-Chancellor</p> <p><b>Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road, Klein Windhoek</b></p> <p><b>Telephone: 083 - 331 1126</b></p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p> <p>e-mail: _____</p>
<b>1.6</b>	<p>The Authorized Representatives are:</p> <p>For the Employer: <b>Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road, Klein Windhoek</b></p>

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	<p><b>Telephone: 083 - 331 1126</b></p> <p>For the Service Provider:</p> <p>_____</p> <p>_____</p>
<b>2.1</b>	The date on which this Contract shall come into effect is from the date of the last signature of contract.
<b>2.2.2</b>	The Intended Starting Date for the commencement of Services is as agreed by both parties.
<b>2.3</b>	The Intended Completion Date is <b>12 Months</b> after commencement of the contract.
<b>3.2.3(a)</b>	Activities prohibited after termination of this Contract are: Access to NAMDIA premises and usage of NAMDIA materials, trademarks and equipment
<b>3.7(d)</b>	<b>Not applicable</b>
<b>3.9</b>	Restrictions on the use of documents prepared by the Service Provider are: <b>None</b>
<b>3.10.1</b>	The liquidated damages rate is <b>1%</b> per day of the bided amount for each lot.  The maximum amount of liquidated damages for the whole contract is <b>5 %</b> of the final Contract Price of the lot awarded.
<b>3.10.3</b>	The percentage to be used for the calculation of Lack of performance Penalty/(ies) is <b>1%</b> of the monthly contract amount for each lot.  The Defects Liability Period is <b>1 month</b> .
<b>5.1</b>	The assistance and exemptions provided to the Service Provider are: <b>Not applicable</b>
<b>6.4</b>	Payment shall be made within <b>30 days</b> of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <b>30 days</b> in the case of the final payment.
<b>6.5</b>	The interest rate will be as per that month prime rate.
<b>6.6.1</b>	Price adjustment <b>must be</b> in accordance with Consumer Price Index (CPI) adjustment for the year under review.
<b>7.1</b>	The procedures for inspection of the Services by the Employer are as follows: <b>The employer may conduct inspection at any time without prior notification to the services provider</b> <ul style="list-style-type: none"> <li>• The Defects Liability Period is <b>30 days</b> after notification</li> </ul>
<b>8.2.3</b>	Adjudication as per the Laws of Namibia
<b>8.2.4</b>	The adjudication procedures of the following institutions will be used:

	<p>“Following notice of intention to commence adjudication issued by either party an Adjudicator shall be appointed by both parties to the dispute or in any case of disagreement, by an Adjudicator to be appointed by a judge in Chambers of Namibia. The Adjudicator taxed fees will be borne by the losing party. Any decision of the Adjudicator shall be final and binding to both parties”.</p>
<p><b>8.2.5</b></p>	<p>The designated Appointing Authority for a new Adjudicator is <b>Law Society of Namibia</b>.</p>

## Section IX. Contract Form

### Table of Forms

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CURRICULUM VITAE

Full Name			
Present Position Title			
Date of Birth:			
Country of Birth/ Current Residence			
Education:			
Institution [Period]		Degree(s) or Diploma(s) obtained:	
Language skills:			
Language	Speaking	Reading	Writing
Membership in Professional Associations:			
Adequacy for the Assignment/ Profile/ Key qualifications and experience			
Previous working experience			Period
E-mail address		Cell phone	Office phone

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## Form of Contract

### TIME-BASE REMUNERATION

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

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

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

- Appendix A: Description of the Services (**Not used**)
- Appendix B: Schedule of Payments (**Not used**)
- Appendix C: Key Personnel and Subcontractors (**Not used**)
- Appendix D: Breakdown of Contract Price in Local Currency (**Not used**)
- Appendix E: Services and Facilities Provided by the Employer (**Not used**)

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]

Initial: .....

\_\_\_\_\_  
*[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]*

## Invitation for Bids (IFB)

Republic of Namibia

**Name of Project:** Provision of Cleaning Services

**IFB Title: Provision of Cleaning Services for the Namib Desert Diamonds (Pty) Ltd (NAMDIA)  
for a Period of 12 Months**

**IFB: NCS/RFQ/NAMDIA-02/2025**

1. Bids are invited through Request for Sealed Quotation (RFQ) procedures for **Provision of Cleaning Services for the Namib Desert Diamonds (Pty) Ltd (NAMDIA)** and the invitation is restricted to (i) an entity incorporated or registered in Namibia in terms of the company or close corporation laws of Namibia; (ii) a co-operative registered under the laws regulating co-operatives in Namibia; (iii) a trust registered under the laws regulating trusts in Namibia; or (iv) a partnership or a joint venture or similar arrangement, in which Namibian citizens own 51 percent equity in line with the Public Procurement Act No. 15 of 2015 as amended.
2. Interested eligible bidders may obtain further information from NAMDIA; Procurement Management Unit at [procurement@namdia.na](mailto:procurement@namdia.na) or at the address given below from 08H00 to 17H00.
3. Qualifications requirements include: As detailed in the Evaluation Criteria in the Bidding document. A margin of preference for certain goods manufactured domestically shall be applied. Additional details are provided in the Bidding Documents.
4. Bids must be delivered to the address stated below at or before **23 May 2025**. Electronic bidding will not be permitted. Late bids will be rejected.
5. The address referred to above is:

**Address: Erf 337, Cnr of Sam Nujoma Drive and Nkwame Nkrumah Road, Klein Windhoek**

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# **REMINDER TO BIDDERS**

- **Please be reminded to initial all pages of the bidding document and initial all the supporting documents including company profiles, brochures, etc.**
- **Be reminded to sign all relevant pages as stipulated in the bidding document.**
- **Be reminded to stamp all pages where it is indicated that a stamp is required in addition to the signatures.**