MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY

BIDDING DOCUMENTS
Issued on: 16 August 2024

FOR
PROVISION OF CATERING SERVICES FOR A PERIOD OF TWELVE (12) MONTHS

Name of the Bidder:		
Contact Number:		
Email Address:		
Total Bid Amount(N$):	**Lot A:**	
	Lot B:	

Procurement Reference No: NCS/ONB/29-01/2024

Cost: N$ 100.00

Closing Date &Time: Thursday, 26 September 2024 @ 10h00

Ministry of Information and Communication Technology
301 Trust Building, Independence Avenue
061 – 283 9111

REPUBLIC OF NAMIBIA
Ministry of Information & Communication Technology
Procurement
2024 -08- 16
A.A.
PRIVATE BAG 13344
WINDHOEK

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Summary Description

These Standard Bidding Documents for Procurement of non-Consultancy services apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents are selected as applicable). A brief description of these documents is given below.

SBD for Procurement of Services

Summary

PART I – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bidding Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

PART II – ACTIVITY SCHEDULE

Section IV. Activity Schedule

This Section contains the activity schedule.

Section V. Performance Specifications and Drawings

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

PART III – *CONDITIONS OF* CONTRACT *AND CONTRACT FORMS*

Section VI. General Conditions of Contract (*GCC*)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VII. Special Conditions of Contract

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

Section VIII: Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The format of **Advance Payment Guarantee, Performance Security, Letter of Acceptance and Contract.**

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 Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and reference number of the Contract is **provided in the BDS.**

1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **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 procurement entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)

Application for Review shall be addressed to:

The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
WINDHOEK

Source of Funds

2.2 **Unless otherwise stated in the BDS,** this procurement shall be financed by the Public Entity's own budgetary allocation.

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

For the purposes of this Sub-Clause:

(i) "corrupt practice"[1] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[2] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii)"collusive practice"[3] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv)"coercive practice"[4] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(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 Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have

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

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

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

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

them audited by auditors appointed by the Employer.

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 9) of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : **www.mof.gov.na/procurement-policy-unit**

4. Eligible Bidders

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, must only have the nationality of Namibia. Participation is limited 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 registered and operates in conformity with the provisions of the laws of the 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 III, 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 on the Procurement Policy Unit's website: **www.mof.gov.na/procurement-policy-unit**

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

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

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

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, 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 Employer must not request the submission of that document. The non-submission of the document by the Bidder on/before closing will lead to the rejection of its bid.

5.3 If the Employer 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 five 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;

(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 Employer 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:

(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 two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this 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 five years' experience in Services of an equivalent nature and volume, including no less than three 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) Public Entity to insert any other additional qualifying criteria in the **BDS.**

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 5.4(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 :

(a) they have a controlling partner in common; or

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

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

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

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

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

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 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.

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	Bidding Forms
Section IV	Activity Schedule
Section V	Scope of Service and Performance Specifications
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	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 Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids and by the date indicated in **the BDS.** Copies of the Employer's response 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 Employer 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 cable to

all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer 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 Employer 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 III);

(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) following documentary evidence (required from Namibian bidders):

a) have a valid company Registration Certificate;

b) have an original valid good Standing Tax Certificate;

c) have an original valid good Standing Social Security Certificate;

d) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;

e) have a certificate indicating MSME Status; and

f) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

(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, Section IV, based on the priced Activity Schedule, Section V, submitted by the Bidder. The price to be quoted by the bidder must be in Namibian Dollars only.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section IV-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 30 days 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 and 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 lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

15. Currencies of Bid and Payment

15.1 The lump sum price shall be quoted by the Bidder Namibian Dollars Only.

16. Bid Validity

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing 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 Namibian Dollars to the Bidder selected for award, shall be adjusted by applying to both the Namibian Dollars 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 Namibian Dollars Only or a freely convertible currency with a counter-guarantee from a commercial bank from Namibia, and shall:

(a) be issued by a reputable overseas bank located in any eligible country or any commercial bank operating in Namibia selected by the Bidder

(b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;

(c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause

17.6 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 Employer 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 16.1, 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.

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 Procurement Policy Unit.

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 Employer, 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 Employer. 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 must 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 Employer, or as necessary to correct errors made by the Bidder, in which case such 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 Employer 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 Employer 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 Employer at the address specified above no later than the time and date **specified in the BDS.**

21.2 The Employer 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 Employer 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 Employer 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 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 Employer 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 Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 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 Employer 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 Employer'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 Employer, 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 Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions will 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 Employer 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 Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, 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 Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer 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 Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid 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).

29. Currency for Bid Evaluation

29.1 The Employer will conduct all evaluation in Namibian Dollars in which the Bid Price is submitted, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) in Namibian Dollars.

30. Evaluation and Comparison of Bids

30.1 The Employer 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 Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for

contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;

(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 Employer 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 Employer 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 be applicable.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has 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 contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Employer's Right to Accept any Bid and to Reject any or all Bids

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.

34. Notification of Award and Signing of Agreement

34.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review to the Review Panel the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Within seven days from the issue of Letter of Acceptance the Employer shall publish on the Procurement Policy Unit's website: **www.mof.gov.na/procurement-policy-unit** and on the Employer's website, the results of the Bidding process.

34.2 The issue of the Letter of Acceptance will constitute the formation of the Contract.

34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder

shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.

35. Performance Security

35.1 Within 30 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank Guarantee **stipulated in the BDS,** denominated in the type and proportions of currencies in the Letter of Acceptance and 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.

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 Employer 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 Letter of Acceptance, the Employer 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 Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award.

Section II. Bidding Data Sheet

A. General	
ITB 1.1	The Employer is **MINISTRY OF INFORMATION COMMUNICATION AND TECHNOLOGY** The name and reference number of the Procurement is for **PROVISION FOR CATERING SERVICES FOR A PERIOD OF TWELVE MONTHS** **PROCUREMENT REF: NCS/ONB/29-01/2024**
ITB 2.2	The Funding Agency is: **MINISTRY OF INFORMATION COMMUNICATION AND TECHNOLOGY**
ITB 5.2	Pre-qualifications will not be carried out.
ITB 5.3	The Qualification Information and Bidding forms to be submitted are as follows: Sub-Clause 5.3 a) Original or certified copies of the 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.
ITB 5.3(b)	(b) in case the amount is estimated to be above N$ 500 000.00 This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature. (c) 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 Joint Venture during the bidding process and, in

	the event the JV is awarded the Contract, during contract execution."] ***Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.***
ITB 5.4	The information needed for Bids submitted by joint ventures is as follows :**Bids to be signed by all members involved in the joint venture , their identity documents and their positions.**
ITB 5.5(a)	The minimum required annual monetary value of Services for the successful Bidder in any of the last **five (5) years shall not be less than N$30 000.00.**
ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include a minimum that they have executed during the last five (5) years the following: **-Experience as prime service provider in the provision of at least two service contracts of similar nature and complexity.**
ITB 5.5(e)	The minimum amount of liquid assets and or credit facilities net of other contractual commitments of the successful Bidder shall be **30% of the contract amount.**
ITB 5.5 (f)	The qualifying criteria in Sub-Clause 5.5 are modified as follows: • **Attach company profile (clearly indicating the nature of business)** • **Principal nature of the business should be in line with the required services** • **60% of the supplies (bottled water, juice, fruits and vegetables etc..) should be Produced in Namibia**
ITB 5.6	Subcontractors' experience will not be taken into account.
B. Bidding Data	
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be one (1) Original and one (1) Copy **(Attach Proof of payment).**
C. Preparation of Bids	
ITB 10.1	Request for Clarification should reach the Purchaser not later than **14 working days**, prior to the closing date for submission of bids. **Date: 04 September 2024**
ITB 13.1(g)	The additional materials required to be completed and submitted are: • Letter of Intent indicating that should you be awarded the contract you will enter into a Framework services level agreement for providing

	catering services on a need basis. • An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof. • **State response time on providing quotations and catering services. (Bidders need to attach a letter or timeline chart on how long it will take to respond to a request.)** • **Proof of Payment (Receipt)**
ITB 14.4	The Contract is not subject to price adjustment in accordance with Sub-Clause 6.6 of the General Conditions of Contract.
ITB 16.1	The period of Bid validity shall be **120 working days** after the deadline for Bid submission specified in the BDS.
ITB 17.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted.
ITB 18.4	Alternative technical solutions shall be permitted for the following parts of the Services: Not applicable
D. Submission of Bids	
ITB 20.2	The Employer's address for the purpose of Bid submission is Address: **Ministry of Information Communication and Technology** **301 Trust Building** **Independence avenue** **2nd Floor** Markings on envelope: "**DO NOT OPEN BEFORE CLOSING DATE AND TIME" ORIGINAL AND A COPY** Bid / Contract Number: **NCS/ONB/29-01/2024**
ITB 21.1	The deadline for submission of bids shall be **26 September 2024 @10h00**
E. Bid Opening and Evaluation	
ITB 24.1	Bids will be opened at **10h30 of the day 26 September 2024** at the following

	address **Ministry of Information Communication and Technology** **301 Trust Building** **Independence avenue** **2nd Floor**
F. Award of Contract	
ITB 35.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of an unconditional Bank Guarantee and for an amount of: **Not Applicable.**
ITB 36.1	The Advance Payment, where applicable, shall be of: **Not Applicable during the Contract period for the entire period of the Services Level Agreement.**
ITB 37.1	The Adjudicator proposed by the Employer is **The Review Panel** no hourly fees for this proposed Adjudicator.

Section III.- Evaluation Criteria

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

In addition to the criteria listed in ITB 30 the following criteria shall apply:

a) All pages of the Bidding document and attachments must be initialled by the Bidder.

b) Bid document must be completed in Black ink.

c) No eraser fluid (tippex) must be used in the Bidding document.

d) All corrections must be signed.

Two (2) most responsive and economical evaluated suppliers will be awarded this service level agreement per lot for period of twelve (12) months on rotational basis.

EVALUATION METHODOLOGY

Bids compliant to the Conditions of Bid shall be evaluated in hand with the below listed criteria. Each category shall be evaluated and awarded according to **proof submitted.**

Evaluation will be conducted by a Bid Evaluation Committee (BEC) appointed in accordance with the Procurement Act and Regulations, and the bids will be evaluated in accordance with the criteria stated here below and in tables 1, 2, 3 and 4 in stages.

NB: Only bids submitted before or on the closing deadline shall be evaluated.

STAGE 1: EVALUATION OF ADMINISTRATIVE AND LEGAL COMPLIANCE (MANDATORY COMPLIANCE)

The eligibility criteria will be assessed based on a Yes or No basis. **Only the bidders who score a Yes for all the required (mandatory) documents and satisfy the formal documentary evidence as stated in table 1, will proceed to the next stage of Technical evaluation.**

STAGE 2 EVALUATION OF TECHNICAL COMPLIANCE

Bidders will be assessed against the Technical Evaluation criteria as stated in table 2.
Only the bidders who scored 70% for all criteria and satisfy the formal documentary evidence, will proceed to the next stage of Financial Evaluation.

STAGE 3: EVALUATION OF FINANCIAL COMPLIANCE

Bidders will be assessed against the Financial Evaluation criteria as stated in table 3.
Only the bidders who score a Yes for all the required criteria, will proceed to the next stage of awarding methodology.

STAGE 4: AWARDING METHODOLOGY

The two most responsive bidders per lot will be awarded the contract taking into consideration economical viability of their quotation and Margin of preference as indicated in ITB 35.1

STAGE 1: EVALUATION OF ADMINISTRATIVE AND

TABLE 1 – ELIGIBILITY CRITERIA		
Item	Description	Yes/N
1.	A duly completed and signed Bid Securing Declaration form	
2.	An original valid or certified copy by the Namibian Police / Commissioner of Oath of the Company Registration or founding statement, (Registered in Namibia Only) 51% should be owned by Namibians and should clearly state the owner(s) and nature of business.	
3.	A valid original or certified copy by the Namibian Police/Commissioner of Oath MSME certificate ***(Bid is restricted for 100% Namibian owned companies)***	
4.	A valid original or certified copy by the Namibian Police/Commissioner of Oath of a Good Standing Tax Certificate from the Receiver of Revenue;	
5.	A valid original or certified copy by the Namibian Police Commissioner of Oath of a Good Standing Certificate from Social Security Commission	
6.	Original valid or certified copy by the Namibian Police/Commissioner of Oath Affirmative Action Compliance Certificate or Exemption Certificate in terms of the Affirmative Action (Employment) Act, Act 29 of 1998.	
7.	Duly completed Written Undertaking as Contemplated in Section 138(2) of the Labour Act,2007;	
8.	Resolution or Power of Attorney authorizing the signatory to sign the bid on behalf of the bidder. certified copy of identity document (ID) or certified copy of a valid passport of representative.	
9.	Initial every page of the bidding document and attachments and sign where space for signatures is provided	
10.	Consent letter attach to enter into a services level agreement with the Ministry of Information and Communication Technology. *(should you be awarded your company is willing to enter in a services level agreement)*	
11.	A written 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.	
12.	Attach Original receipt of payment of the bidding document up on submission	

LEGAL COMPLIANCE

NB: Only bidders that obtain yes for all eligibility criteria proceed to the next stage 2, Bidders that obtain a No will be disqualified.

STAGE 2 EVALUATION OF TECHNICAL COMPLIANCE

S/N	Description	Source of Verification	Scoring Notes		Weight
1	Nature of the company business should be that of Catering Services	*The company's business should be in line with this bid.* ***Attach company founding statement that clearly indicate the companies' nature***	if bidder is operating in the same nature	10%	10%
			If company totally deviated.	0%	
2.	Evidence of experience in similar business	*Bidders should be able to produce evidence of track record of three (3) years of experience in provision of Catering Services.* ***(Purchase Orders, Award letters, contract).***	3 Years' Experience	30%	30%
			Less than 2 Years' Experience	20%	
			Less than 12 months' experience	10%	
3.	Reference/testimonial (minimum of 3) from your current/previous clients	***Reference/testimonial*** *At least three written references of similar experience from* ***clients should be attached*** *The testimonials /reference should be clearly indicative of the time-period (term)*	3 letters and more	20%	20%
			Less than 3 letters	10%	
			None	0%	

		for which a bidder has provided similar services			
4.	Response and service delivery time	*Attach the written descriptions of time durations of service delivery in hours*	Within 24 hours	30%	30%
			48 hours	20%	
			More than 48 hours	10%	
			No response time	0%	
5.	Local sourcing (made in Namibia)	Attach a written undertaking to the Ministry that upon awarded the contract, bidders will source local produce (made in Namibia)	Letter attached	10%	10%
			Letter not attached	0%	
			TOTAL SCORE		100%

Bidders should score 70 points to qualify to stage three (3), Bidders that score less than 70 points will be disqualified.

STAGE 3: EVALUATION OF FINANCIAL COMPLIANCE

S/N	Description	Source of Verification	Yes/ No
1.	Adequacy of working capital. Access to line(s) of Credit or availability of Financial resources of at least N$30,000.00	*Provide proof such as bank statements, credit lines*	
2.	Attach a bank rating letter	*Provide proof of a C or better bank rating*	

NB: Only bidders that obtain yes for all financial criteria proceed to the next final stage, if a bidders obtained a no, the bidder will be disqualified

Qualified Bidders should note that at this stage arithmetical error will be done and bidders will be notified accordingly.

STAGE 4: AWARDING METHODOLOGY

The two lowest evaluated substantially responsive bids per lot will be awarded the contract taking into consideration economical viability of their quotation and Margin of preference as indicated in ITB 35.1

Formula to be applied:

A = MP x BP/100

in which formula -

(a) "A" represents the amount to be determined;

(b) "MP" represents the total percentage of all margins of preferences granted in respect of the bid;

(c) "BP" represents the bid price.

Section III. Bidding Forms

Table of Forms

Bid Submission Form **35**

Bid Securing Declaration **32**

Bid Security **33**

Written undertaking in terms of section 138 of the Labour Act, 2007..... **34**

Qualification Information **406**

Forms of Preferential treatment as per Code of Good Practices..... **37**

Bid Submission Form

Date: _____
Bidder's Reference No.: _____
Procurement Reference No:.....

To:_____

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 of our Bid in Namibian Dollars, after discounts offered in item (d) below is:

	Amount payable in Namibian Dollars
(i)	
(ii)	

(d) The discounts offered and the methodology for their application are: _____;

(e) Our bid shall be valid for a period of _____ *[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;

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

(k) We hereby confirm that we have read and understood the content of the Bid

[5] ***Use one of the two options as appropriate.***

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 Letter of Acceptance, 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 NAD	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: _____

Name: .....

In the capacity of: .....

Signed: .....

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

Date: .....

Seal of Company .....

Appendix to Bid Submission Form

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

Date: .....

Procurement Ref No.: .....

To: .....

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

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

(a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;

(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;

(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or

(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

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

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

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

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

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

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

Corporate Seal (where appropriate)
[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]
delete if not applicable / appropriate

Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

.....

3. UNDERTAKING

I .....*[insert full name]*, owner/representative

of .....*[insert full name of company]*

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

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

Signature: .....

Date: .....

Seal:.....

Please take note:

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

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]*

1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five 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 and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

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

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

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1.

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

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, 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.

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

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.

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

(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.

APPILCATION FOR PREFERENCE FORM IN TERMS OF PUBLIC PROCUREMENT CODE OF GOOD PRACTICE ON PREFERENCE,31 JANUARY 2023

DATE.....

PROCUREMENT REF: .....

SUBJECT.....
.....

TO: MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY

I/We owner of ..... ***(company name) in terms of the Public Procurement Act no.15 of 2015, Code of Good Practice on preference hereby wishes to apply for exclusive preference in the following categories;***

Please ticket on the appropriate column:

Tick	Category	Margin of preference	Documentary evidence to be attach
	Manufacturer	2%	-Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant
	MSME	1%	SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
	Women owned enterprise	1%	- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
	Youth owned enterprise	2%	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership

	PDP owned enterprise	2%	-IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
	Supplier promoting Environmental protection	1%	-declaration and proof that the bidder meets the requirements set out in the bidding document
	Service rendered by Namibian citizens	1%	declaration that the bidder employs 50% or more Namibian citizens
	TOTAL	10%	

NB: Failure to attach the Documents Evidence and declaration will result in the application deemed invalid and will not be consider.

The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is 10%.

DECLARATION FORM

I/We owner of ..... (company name) hereby declare:
(Choose only were its applicable)

- **.....% of my company shares are owned by Previously Disadvantage Person(PDP).**

- **.....% of my company shares are owned by youth. (age 15-30)**
- **.....% of my company shares are owned by women.**
- **Employees ..... % Namibian citizen.**

(Company must employee 50% more Namibian citizen)

Therefore, I would like to apply for exclusive preference in terms of the Public Procurement Act no.15 of 2015, Code of Good practice on preference ,2023.

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

Capacity of:
.....
[indicate legal capacity of person (s)signing]

Name:
.....

Date and company stamp

Part II – Activity Schedule

Section IV. Activity Schedule

(Activity Schedule)

Ministry of Information and Communication Technology will issue multiple contracts to substantially economical responsive bids for the Provision of Catering Services at the Head office (Khomas Region) for a period of twelve months.

Successful bidders will therefore be required to provide catering services for various:

- official meetings, trainings/workshops,
- seminars/conferences,
- MICT events/activities and any other official engagements that would require such services.

Catering services will be needed for but not limited to the following:

- Official meetings/engagements/activities– Frequently
- Training/Workshops/seminars/Conferences- As required
- Wellness activities -As required

PRICED ACTIVITY SCHEDULE

Procurement Reference Number: _____
Currency of Bid: **Namibian Dollar**

Note to Bidder:

- Food should always be served hot and fresh
- Successful Bidders will be notified if food to be served prepacked
- Tents, tables, chairs and podium for outside events will be required on request basis

Lot A

Item No	Brief Description of Services	Quantity	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
1.	**TEA**				
	Morning tea break; (tea, coffee, hot chocolate, dairy made concentrated juice, sandwich and/or fruits)	1	Per person		
	Afternoon tea break (biscuits, cookies, cakes, juice, tea and/or coffee)	1	Per person		
2.	**DRINKS**				
	Still water 500ml	1	Each		
	Sparkling water 500ml	1	Each		
	Cool drinks assorted 330ml	1	Each		
	Juice assorted 100% 330ml	1	Each		
3.	**SNACKS**				
	Nuts, raisins, chips, sweets, biscuits and/or fruits	1	Per Person		
4.	**BREAKFAST** (assorted cereals, sandwiches/	1	Per Person		

	brotchens, croissants with assorted fillings)				
5.	**LUNCH**				
	Lunch (a plate should include starch, salad, 2 different types of meat and vegetables)	1	Per Person		
	Assorted desserts	1	Per Person		
6.	**DINNER**				
	Dinner (a plate should include starch, salad, 2 different types of meat and vegetables)	1	Per Person		
	Assorted desserts	1	Per Person		
7.	**PLATTER**				
	Meat Platter (for 10 people)	1	Each		
	Fruit Platter (for 10 people)	1	Each		
	Sandwich Platter (for 10 people)	1	Each		
	Mixed Platter (for 10 people)	1	Each		
8.	Paper Plates pack of 20	1	Each		
9.	Serviettes pack of 50	1	Each		
10.	Toothpick pack of 100	1	Each		

Enter 0% VAT rate if VAT exempt.

Subtotal	
VAT @ %	
Total	

Priced Activity Schedule Authorised By: *[insert company seal]*

Name of signatory:		Signature:	
Position:		Date:	
Company Name :			

Lot B

Item No	Brief Description of Services	Quantity	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
1.					
	Tiffany Chair	1	Each		
	Plastic Chair	1	Each		
2.	Seat Cover	1	Each		
3.	Tie back		Each		
4.	Tables Round /10 people	1	Each		
5.	Table Rectangle /10 people	1	Each		
6.	Table Cloth	1	Each		
7.	Centre pieces	1	Each		
8.	Red carpets	1	Each		
9.	Green carpets	1	Each		
10.	Decor	1	Each		
11.	Stretch, Peg and pole Tent	1	Each		

12.	Barrier poles	1	Each		
13	Transport	1	Km		

Enter 0% VAT rate if VAT exempt.

Subtotal	
VAT @ %	
Total	

Priced Activity Schedule Authorised By: *[insert company seal]*

Name of signatory:		Signature:	
Position:		Date:	
Company Name :			

Section V. Scope of Service and Performance Specifications

Procurement Reference Number: _____

Note: Bidders should complete columns C and D with the specifications of the services offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorize the specification offered in the signature block below.

Lot A

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
*A**	*B**	*C*	*D*
1	Tea as per specifications on the price activity schedule		
2	Drinks as per specifications on the price activity schedule		
3	Snacks as per specifications on the price activity schedule		
4	Breakfast as per specifications on the price activity schedule		
5	Lunch as per specifications on the price activity schedule		
6	Dinner as per specifications on the price activity schedule		
7	Platters as per specifications on the price activity schedule		
8	Paper Plates pack of 20		
9	Serviettes pack of 50		
10	Toothpick pack of 100		

Specifications and Performance Standard Compliance Sheet Authorized By:

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

Lot B

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
*A**	*B**	*C*	*D*
1.	Tiffany Chair		
	Plastic Chair		
2.	Seat Cover		
3.	Tie back		
4.	Tables Round /10 people		
5.	Table Rectangle /10 people		
6.	Table Cloth		
7.	Centre pieces		
8.	Red carpets		
9.	Green carpets		
10.	Decor		
11.	Stretch, Peg and pole Tent		
12.	Barrier poles		
13.	Transport		

Specifications and Performance Standard Compliance Sheet Authorized By:

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

Part III – Contract

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

A. General Provisions

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

(a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder **as indicated in the 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) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer

(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 **specified 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) "Foreign Currency" means any currency other than the currency of the country of the Employer;

(i) "GCC" means these General Conditions of Contract;

(j) "Government" means the Government of the Republic of Namibia;

(k) "Local Currency" means Namibian Dollars;

(l) "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;

(m) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(n) "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;

(o) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(p) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer

(q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

(r) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer

(s) "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.

(t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

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

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

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

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

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

officials **specified in the SCC.**

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

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

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

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC.**

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 no later than 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 fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

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

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

(i) "corrupt practice"[6] 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"[7] is any act or omission, including a misrepresentation, that knowingly or recklessly

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[6] 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.

misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[8] 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"[9] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or 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 2.6.2:

(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 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is

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7 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.

8 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.

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

unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

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

3.2 Conflict of Interests

3.2.1 Service Provider 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 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

Otherwise Interested in Project 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 two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

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

3.5 Indemnification The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

3.6 Insurance to be Taken Out by the Service (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.

Provider

(b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

(c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

(d) Except for the Employer's Liability and Workmen's compensation insurance, the insurance policies under this clause shall:

(i) Name the Employer as additional insured;

(ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer;

(iii)Provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

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

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be **specified in the SCC.**

3.8 Reporting Obligations

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

3.9 Documents Prepared by the Service

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

Provider to Be the Property of the Employer

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 Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel

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

by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have:

(i) committed serious misconduct or have been charged with having committed a criminal action, or

(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

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 F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-

Clause 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 Namibian Dollars is **set forth in the SCC.**

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, a breakdown of the lump-sum price is 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:

$$P_c = A_c + B_c \ Lmc/Loc + C_c \ Imc/Ioc$$

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

Lmc is the index prevailing at the first day of the month of the

corresponding invoice date and Loc is the index prevailing 30 days before Bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 30 days before Bid opening for other inputs payable; both in the specific currency "c".

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 Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo 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 Zn 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

(iii) by Remuneration Orders.

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

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

(a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

(b) stating whether any remuneration payable in respect of work done is due;

(c) containing such other information as the Chief Executive Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

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

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

7. Quality Control

7.1 Identifying Defects

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

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

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be

corrected.

(b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.10.3

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 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 14 days of receipt of

such request.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is Attorney General Office
1.1(d)	The contract name is **Provision for catering service for a period of twelve months for the ministry of information and communication technology head office.**
1.1(g)	The Employer is **Ministry of Information and Communication Technology**
1.1(o)	The Service Provider is .....
1.4	The addresses for notices are: **The Executive Director** **Ministry of Information and Communication Technology** **301 Trust Building** **Independence Avenue** **Private Bag 13344** **WINDHOEK** Telephone: **061 283 9111** Service Provider:_____ Attention: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Employer: **Executive Director** For the Service Provider:_____
2.1	The date on which this Contract shall come into effect is **October 2024**
2.2.2	The Intended Starting Date for the commencement of Services is October 2024.

2.3	The Intended Completion Date is **12 Months** from starting date
3.2.3	Activities prohibited after termination of this Contract are: **To continue providing catering services for the Ministry of Information and Communication Technology using the terms and conditions of this contract.**
3.9	Restrictions on the use of documents prepared by the Service Provider are: All official documents produced by the service provider shall be owned by the Employer. The Employer shall retain copyrights over any and all documents produced during the tenure of the service provider.
3.10.1	The liquidated damages rate is 1.5% per day of the contract price. The maximum amount of liquidated damages for the whole contract is 5% of the final Contract Price.
3.10.3	The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is 1.5% The Defects Liability Period is 1 day from the date informed.
5.1	The assistance and exemptions provided to the Service Provider are: not applicable
6.2	The amount in Namibian Dollars: N$
6.4	Payments shall be made according to the following schedule: **After the services have been provide only will the payment process start.**
6.5	Payment shall be made within Thirty (30) days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within Thirty (30) days in the case of the final payment. The interest rate is **5%** of the invoice amount.
6.6.1	Price adjustment is not to be applied in accordance with Sub-Clause 6.6.
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: upon delivery and the services provider will be informed within three (3) working days of any defects.

	The Defects Liability Period is five (5) days after been informed of the defects
8.2.3	The Adjudicator is the competent court of Namibia. The following reimbursable expenses are recognized: **Not applicable**
8.2.4	The arbitration procedures of the following institutions will be used: Arbitration in Namibia: Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties".
8.2.5	The designated Appointing Authority for a new Adjudicator is the Namibia Attorney General Office

Section VIII. Contract Forms

Table of Forms

Bank Guarantee for Advance Payment ..... Error! Bookmark not defined.

Performance Security ..... Error! Bookmark not defined.

Letter of Acceptance **76**

Form of Contract **77**

Letter of Acceptance

[date]

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

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

Please return the attached Contract dully signed

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

Form of Contract (Only to completed once awarding is done)

LUMP-SUM 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.....;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) the Letter of Acceptance;

(b) the Service Provider's Bid

(c) the 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

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Local Currency

Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Employer]*

_____

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

_____

[Authorized Representative]

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

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

_____

[name of member]

_____

[Authorized Representative]

_____

[name of member]

_____

[Authorized Representative]

REPUBLIC OF NAMIBIA
Ministry of Information & Communication Technology
Procurement
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PRIVATE BAG 13344
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