



Request for Sealed Quotations for Non-Consultancy Services (RFQ)

**Provision of Cleaning Services to NHE Rundu Regional
Office for a Period of Three (3) Years**

**Procurement Reference No:
NCS/RFQ/NHE-08/21/22**

Date: 30 June 2022

National Housing Enterprise, 7 Gen. Murtala Muhammed Ave, Eros, Windhoek, NAMIBIA
Tel: 061 2927111, Fax: 061 222 941, procurement@nhe.com.na
www.nhe.com.na



PROCUREMENT MANAGEMENT UNIT

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LETTER OF INVITATION

NCS/RFQ/NHE-08/21/22

30 June 2022

Dear Sirs/Madam

REQUEST FOR A QUOTATION IN RESPECT OF PROVISION OF CLEANING SERVICES TO NHE RUNDU REGIONAL OFFICE FOR A PERIOD OF THREE (3) YEARS

The National Housing Enterprise invites you to submit your best quotation for the services listed hereunder.

Your offer should be made on this form, with any annex which you may wish to enclose, and should be addressed to National Housing Enterprise, in a sealed envelope marked Quotation **Reference No: NCS/RFQ/NHE-08/21/22** for the services described in detail hereunder.

Your quotation should reach the National Housing Enterprise on **Friday, 05 August 2022 at 11h00.**

Bidders are encouraged to make time to view and familiarize themselves with the premises areas for offices to ensure that they quote accordingly. Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to procurement@nhe.com.na

Yours faithfully,

.....
Noreen Siyanga
Head of NHE Procurement Management Unit

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The National Housing Enterprise reserves the right:

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

2. Preparation of Quotations

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

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

You are advised to carefully read the complete Request for Quotations document, including the Contract Data Sheet in Section VI, before preparing your quotation.

The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

Please note that Joint Ventures are not permitted for this bid.

3. Validity of Quotations

The quotation validity period shall be for 90 days from the date of submission deadline.

4. Eligibility Criteria

- (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 and thereafter shall be disqualified.
- (b) Bids from bidders 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.
- (c) Bidders should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

5. Mandatory Requirements

For the bid to meet the mandatory requirements, the bidder must:

- (a) have a valid certified copy of Company Registration Certificate.

(the bid is limited to entities incorporated in Namibia in terms of section 29(b) of the Act. The company registration document must clearly indicate ownership in the entity.

*In addition, bidder must complete the **Entity's Ownership Form** enclosed in the bidding*

document to demonstrate the total percentages owned by women and youth, because preference will be given to entities owned by women and youth.

- (b) have an original or certified copy of valid Good Standing Tax Certificate.
- (c) have an original or certified copy of a 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.

(in the event that the Affirmative Action Compliance Certificate submitted is over 12 months from the date of issue, bidder must furnish a confirmation letter from the Employment Equity Commission indicating that the bidder did submit the report for the period following from the date when the certificate was issued)

- (e) have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007.
- (f) submit signed Quotation Letter.
- (g) submit signed Bid-Securing Declaration.
- (h) submit a completed Self Declaration Form.
- (i) have a certificate indicating SME Status. (This bid is restricted to SMEs only)

6. Bid Securing Declaration

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

7. Contract Period for Services

The contract shall be on fixed rate for a period of **three (3) years**.

8. Documents to be submitted

Bidders shall submit along with their quotation documents giving company's profile, experience and evidence of similar services provided with customer's reference details.

Documentary evidence should be provided, and Quotations will be evaluated based on the following criteria

These categories are not necessarily listed in order of importance

- a) Experience in continuous cleaning services provisions for the last three (3) years or more.
- b) A minimum of three (3) references from clients to which cleaning services were provided during the last three (3) years.

These references should include: the name of the client, contact person, telephone and fax numbers and e-mail address, and a description of the work performed and the duration of the project.

(Reference letters from previous companies where cleaning services were rendered to be attached)

- c) Bidders must have all necessary cleaning tools required to do the work (Submit a list of all tools)
- d) Bidders must have a credit or cash account with cleaning material suppliers or any other proof of how cleaning materials will be acquired to meet the contractual

obligations.

- e) Proof of local supplier must be provided.

The bid is reserved for SMEs operating within the town of Rundu. Such proof should be provided, such as fitness certificate from the local authority/proof of ownership of property from where bidder is operating/copy of a title deed or rental agreement of office space where the bidder is operating from, located within the town of Rundu/municipal account in the name of the bidder etc

9. Technical Compliance

Bidders shall submit along with their quotation documents giving company's profile, experience and evidence of similar services provided with customers' reference details.

10. Sealing and Marking of Quotations

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

11. Submission of Quotations

Quotations should be deposited in the Bid Box located at **National Housing Enterprise (NHE), Not later than the Friday, 05 August 2022 at 11h00. Late quotations will be rejected.**

Quotations received by e-mail will not be considered.

12. Opening of Quotations

Quotations will be opened on Friday, 05 August 2022 at 11h15 am.

At the opening session, the name of the bidders and the quoted amounts, the presence or absence of a Bid Security/Bid-Securing Declaration will be read out and such information will be placed on the website of the NHE and will be available to any bidder on request within three working days of opening.

13. Evaluation of Quotations

The NHE shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared based on evaluated cost to determine the lowest evaluated quotation.

14. Scope of Services and Performance Standards

The Scope of Services, Specifications and Performance standards detailed in Sections III and V are to be complied with.

15. Price and Currency of Payments

Quotations shall be fixed in Namibian Dollars and all payments will be made in this currency. Quotations shall cover all costs of labour, materials, equipment, overheads, profits, and all associated costs for performing the services, and shall include all duties. The whole cost of

performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted.

16. Labour Clause

In order to qualify for award of the Contract, bidders shall subscribe to the undertaking that the salaries and wages to be paid in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General Conditions of Contract if it is awarded the contract or part thereof.

17. Award of Contract

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

18. Notification of Award and Debriefing

The NHE shall after award, promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award of ward on its website within seven (7) days. Furthermore, the NHE shall attend to all requests for debriefing made in writing within seven days (7) days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

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

Quotation Addressed to:	National Housing Enterprise (NHE)
Procurement Reference Number:	NCS/RFQ/NHE-08/21/22
Subject matter of Procurement:	Provision of Cleaning Services to NHE Rundu Regional Office for a Period of Three (3) Years

We offer to provide the services detailed in the Scope of Services, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in this quotation exercise and meet the eligibility criteria specified in Section 1: Request for Quotations.

We undertake to abide ethical conduct during the procurement process and the execution of any resulting contract.

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

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

The validity period of our quotation is _____ days *[insert number of days]* from the date of the bid submission deadline.

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

The service will commence within _____ *[insert number]* days from date of issue of Purchase Order/Letter of Acceptance.

The services will be completed within _____ *[insert number]* days from date of issue of Purchase Order/Letter of Acceptance.

Quotation Authorized by:

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

BID SECURING DECLARATION

(Section 45 of Act)

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

Date:

Procurement Ref No.:

To:
.....
.....

[insert complete name of Public Entity and address]

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

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

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

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

Signed:

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

Capacity of:

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

Name:

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

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

.....
.....
[insert complete name of Bidder]

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

Corporate Seal (where appropriate)

Form- Entity's Ownership

Procurement Reference No:					
List of names of Shareholders / Directors / Members and percentage owned					
Name of Shareholder / Director / Member	Namibian	Previously Disadvantaged Namibian	Non-Namibian Citizen (if non-Namibian State nationality)	Percentage shares owned by women / youth	Shareholders /Directors Percentage / Members Interest in Percentage
	Yes / No	Yes / No	Yes / No	%	%



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:

Registration Number:

Vat Number:

Industry/Sector:

Place of Business:

Physical Address:

Tell No:

Fax No:

Email Address:

Postal Address:

Full name of Owner/Accounting Officer:

.....

Email Address:

2. PROCUREMENT DETAILS

Procurement Reference No:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:

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

SELF-DECLARATION FORM

Procurement Reference No:

Title

I/We the undersigned declare that:

1. I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission.
2. I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group.
3. I/ we will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
4. I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest.
5. I/ we have not sought, attempted to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at _____ this _____ day of _____ 2022

Signature (of duly authorised officer): _____.

Full Name and Designation: _____

SECTION III: SCOPE OF SERVICES

SPECIFICATIONS OF SERVICES AND PERFORMANCE REQUIREMENTS

The details of works to be carried out by the contractor at each of the specified location, are as detailed below:

SCHEDULE OF ACTIVITIES:

1. CLEANING SERVICES

The service will include among others the following:

- Cyclical work to be done weekly.
- Sweeping, moping offices and the bathrooms
- Cleaning all furniture equipment and surfaces
- Watering the inside plants as necessary and remove dead plants and leaves as instructed.
- Removal of refuse after cleaning.
- Pest control.
- Pick up litter and dispose of all kinds of refuse and waste

The services will be provided 5 days per week (5 x times)

2. EQUIPMENT AND CLEANING CONSUMABLES

The bidder shall make available, at its own cost, all necessary material and equipment, machinery required available at the premises, and that they are in good working order as from the first day of commencement of the contract and materials *as required* to adequately perform the services including but not limited to:

- Company must have all necessary cleaning tools required to do the work such as:
 - ✓ Brooms
 - ✓ Mops
 - ✓ Mop sweepers
 - ✓ Cleaning detergents (Pine Gel, Floor fresh, furniture polish, Dish washing, Urinal cleaner, air fresheners, tiles cleaner,
 - ✓ 2 ply Toilet papers
 - ✓ Urinal pellets
 - ✓ Cloths
 - ✓ Hand paper towels
 - ✓ Dusters
 - ✓ Bucket for moping
 - ✓ Bin bags
 - ✓ Etc

3. DESCRIPTION OF TASKS

- Sweeping and cleaning of all offices:
- Sweeping and cleaning of common areas, stairs, corridors, passages.
- Sweeping, mopping, and polishing corridors, walls, and stairs to remove any stains or any other dirt.
- Cleaning of bathrooms - clean floors, walls, doors, basins, mirrors, toilet bowls, toilet seats, urinals, lights, handles and taps.
- Emptying and cleaning of dust bins.
- Removal of all refuse in plastic bags to designated area.
- Cleaning of storeroom and refuse areas.

- Cleaning of all inside walls, windows and inside surroundings.
- Mopping, washing, scrubbing, and polishing of corridor floors, stairs and passages

4. EQUIPMENT AND CLEANING CONSUMABLES

The bidder shall make available, at its own cost, all necessary equipment, machinery and ensure that they are available at the premises, and in good working order as from the first day of commencement of the contract.

Bidder must always ensure the availability of materials *as required* to adequately perform the services including but not limited to:

- Cleaning materials like soap, toilet papers, mops, bucket, brooms, dusters, brushes, polishes, ladders, etc

The bidder must have enough spare equipment to immediately replace those that are worn out. The unavailability or shortage of cleaning equipment to carry out the job properly can lead to the cancellation of the contract. No excuses shall be accepted.

The successful bidder shall provide, at his/her/its expense, all power tools, machines, and equipment necessary to perform the work as specified. All equipment must be maintained in first-class working condition and acceptable spare equipment must be available for replacement of broken items within twenty-four (24) hours.

5. STORAGE SPACE

Storage space allocated to the bidder must always be kept tidy and hygienic.

No cleaning equipment should be stored in power distribution boxes or any other unauthorized locations.

Contravention of this rule may lead to penalty or the cancellation of the contract.

Allocated storage space should be used to keep stock and equipment. No food etc. may be prepared in the allocated space.

6. DETERGENTS:

Only SABS-approved and preferably environment-friendly detergents may be used.

7. TASKS SCHEDULE

The frequency of cleaning outlined in the list below must be strictly adhered to. Failure to provide the required service may lead to cancellation of the contract.

TASK	FREQUENCY
OFFICES, CORRIDORS AND STAIRS:	
1. Sweeping with polish-broom 2. Mopping with clean water to remove spots and marks 3. Polish with a rotating-brush polisher. 4. Polish and wipe office furniture surfaces	5 x per Week
BATHROOMS:	
1. Cleaning of bathrooms 2. Removal of stains.	5 x per Week
REFUSE REMOVAL	
1. Emptying and cleaning of dust bins 2. Removal of all refuse in plastic bags to a designated area. 3. Removal of all decaying or unsightly refuse from premises.	5 x per Week

4. Collection of all wastepaper and placing it in refuse bins on the premises. 5. Prepare the refuse bins for collection and emptying by the Municipal/Town Council.	
1. Window cleaning	Once every month

8. OTHER DUTIES

Sweeping cleaning the entire areas, and interior of building, surfaces, and open areas on premises.

- Immediate reporting of breakages, such as leaking water taps, blocked toilets, broken lights, etc.

9. OBLIGATIONS

- The Cleaning Contractor undertakes to provide all required cleaning materials, chemicals and equipment as requested by NHE as agreed to between the Parties upon awarding of this contract.
- The Contractor undertakes that if the Cleaning Contractor experiences Labour disruptions or shortage of staff, the services of the cleaning contractor to NHE will not be disrupted.
- The Cleaning Contractor warrants that it shall have a stand-by team on 24 (twenty-four) hour basis ready to react in cases of cleaning emergencies.
- The Cleaning Contractor undertakes to assign personnel with relevant qualifications and experience competent for the task to clean.
- The Cleaning Contractor warrants that its cleaning personnel shall not directly or indirectly interfere with the operations of NHE or disturb its clients.
- NHE undertakes to allow access to the Cleaning Contractor's employees for the purposes of providing cleaning services.

10. OTHER CONDITIONS

- In case a worker must go on leave, the contractor to organize and ensure that the work does not get affected. The Cleaner should be experienced and able to manage all kind of cleaning activities.
- Weekly Attendance of Staff shall be maintained by the contractor. (a)It shall be shown to NHE Officials Monthly/quarterly when sites are visited.
- For all premises register to be submitted on a quarterly basis

11. REQUIREMENTS FOR SERVICE PROVIDER'S STAFF AND LABOUR

- The bidder shall provide uniforms to its staff and shall also comply with the related legislations in respect of wages, leave entitlement and pension contributions for its personnel.

12. CLEANING REQUIREMENTS

- It is the purpose of these specifications to ensure that all services and materials necessary to clean and keep clean all portions of the buildings are provided.
- It is understood that the highest possible standards of cleanliness are to be maintained.
- The following sets forth the tasks and frequencies with which said tasks are to be performed and shall in no way be construed as an exhaustive or absolute listing of responsibilities.

- All cleaning materials and cleaning equipment like brooms, mops, soaps etc are to be provided by the successful bidder.

12.1. Cleaning of Building Interior

- All work should be undertaken in accordance with recognized best practice in the industry and with the applicable Occupational Safety and Health Legislations.
- The Service Provider is responsible for the maintenance of the minimum standards of cleaning and performance quality set forth in this document, regardless of the staff absences through sickness or holidays.
- The surface of the floor must be completely free of dust, stains, paint, stripes, shoe marks, anything spilt and any other blemish that can be removed with standard industry techniques.
- Any defects noticed by cleaners must be registered and reported to the Client cleaning supervisor so that the necessary measures can be taken.

12.2. Cleaning days and cleaning times

- Office cleaning should take place as follows

Property	Cleaning times	Number of cleaners
Cleaning of offices and corridors	5 days per week from 07h00 to 16h00(Every Monday to Friday)	1 Cleaner
Cleaning of windows	Once every month	

- No changes in the agreed days or time will be made without obtaining prior clearance from the National Housing Enterprise.

ADDITIONAL INFORMATION

- Attached a list of companies with references for which your company has provided similar services for.
- Attached with your submission the applicable qualification requirement to be able to provide above mentioned services.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **NCS/RFQ/NHE-08/21/22**

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

Currency of Quotation: Namibian Dollars

Item No	Brief Description of Services	Quantity	Unit of Measure	Unit Price	Total Price
A	B	C	D	E	F
1	NHE Rundu Office Cleaning of the offices, corridors, and bathrooms as per the specifications	weekly (Monday-Friday)	Entire area properly cleaned		
2	Cleaning of windows inside and outside	Once every month	All windows		
3	Other costs (specify):				
Subtotal					
VAT @ 15 %					
Total					

The rates shall be quoted separately per office/site

Priced Activity Schedule Authorised By:

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

SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARDS COMPLIANCE SHEET

Procurement Reference Number: **NCS/RFQ/NHE-08/21/22**

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

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
	<p>Cleaning Services for NHE Rundu Regional Offices</p> <p style="text-align: center;">DESCRIPTION OF TASKS</p> <ul style="list-style-type: none"> • Sweeping and cleaning of all offices: • Sweeping and cleaning of common areas, stairs, corridors, passages. • Sweeping, mopping, and polishing corridors, walls, and stairs to remove any stains or any other dirt. • Cleaning of bathrooms - clean floors, walls, doors, basins, mirrors, toilet bowls, toilet seats, urinals, lights, handles and taps. • Emptying and cleaning of dust bins. • Removal of all refuse in plastic bags to designated area. • Cleaning of storeroom and refuse areas. • Cleaning of all inside walls, windows and inside surroundings. • Mopping, washing, scrubbing, and polishing of corridor floors, stairs, and passages 		

Specifications and Performance Standard Compliance Sheet Authorised by:

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

SECTION VI: EVALUATION CRITERIA

Procurement Reference Number: **NCS/RFQ/NHE-08/21/22**

1) Evaluation Method

This Section complements the Instructions to Bidders. It contains the criteria that NHE will use to evaluate a bid and determine whether a Bidder meet the requirements.

The Criteria hereunder are derived from the bidding document. No other criteria but those indicated here shall be used during evaluation.

2) Evaluation Process

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

Offers that are substantially responsive during the two (2) shall be compared based on evaluated cost stated in the quotations to determine the lowest evaluated quotation.

Stage 1: Preliminary Evaluation

The table below will be used for evaluation of the first stage. Bidders shall comply with all the criteria listed in the table below for further evaluation. All certifications are to be done by a **Commissioner of Oath**.

Stage 1: Preliminary Evaluation			
2.1.1 Mandatory Requirements			
Criteria	Yes/Pass	No/Fail	Supporting Document
Company Registration			Certified copy of Founding Statement or Company Registration Certificate
Ownership complies with section 29(b)			Entity's Ownership Form (p.10)
A valid original or certified copy of Good Standing Tax Certificate			Good Standing Tax Certificate
A valid original or certified copy of Good Standing Social Security Certificate			Good Standing Social Security Certificate
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. <i>(in the event that the Affirmative Action Compliance Certificate submitted is over 12 months from the date of issue, bidder must furnish a confirmation letter from the Employment Equity Commission indicating that the bidder did submit the report for the period following from the date when the certificate was issued</i>			Affirmative Action Compliance Certificate
Quotation Letter			Form – Section II (p.7)

Bid Securing Declaration			Form – (p.8)
An Undertaking in terms of section 138 of the Labour Act, form			Form – (p.11)
Proof of SME Status			SME Certificate and/or any other proof
2.1.2 Eligibility Criteria			
Self-Declaration form to be fully completed and signed (p.13)			
Criteria	Yes/Pass	No/Fail	Supporting Document
Bidder shall not be declared ineligible by the Government of Namibia at deadline of RFQ submission.			Form – (p.13)
Bidder shall not appear on ineligibility list of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group.			Form – (p.13)
Bidder shall submit statement on past and present declaration of ineligibility if any.			Form – (p.13)

Bidder who fully comply with Stage 1: Preliminary Evaluation, will be further evaluated technically in Stage 2.

Stage 2: Technical Evaluation Criteria (70%)

Bidders are required to obtain a minimum score of 70% to be considered technically compliant. The technical proposal will be assessed on the following criteria:

Technical Evaluation Criteria (Stage 2)		
No	Item Description	100 %
1	Experience	(30)
	Experience in the provision of continuous cleaning services for the last three (3) years or more. This information should be presented as follows: <ul style="list-style-type: none"> a. Detailed company profile provides a portfolio describing the nature of business, field of expertise, b. Any relevant and related work or provision of services of a similar nature in the last three (3) years or more. c. Business addresses (trading, telephones numbers, contact persons and email, as well demographics information such as employees and physical facilities such as offices 	
2	Reference from clients	(30)
	A minimum of three (3) references from clients to which cleaning services were provided during the last three (3) years. <ul style="list-style-type: none"> a. These references should include: the name of the client, contact person, telephone and fax numbers and e-mail address, and a description of the work performed and the duration of the project. b. (Reference letters from previous companies where cleaning services were rendered to be attached) 	
3	Tools and Equipment	(10)

	a. Bidders must have all necessary cleaning tools required to do the work (Submit a list of all tools)	
4	Acquisition of Cleaning materials	(10)
	a. Bidders must have a credit or cash account with cleaning material suppliers or any other proof of how cleaning materials will be acquired to meet the contractual obligations.	
5	Proof of local supplier	(20)
	a. The bid is reserved for SMEs operating within the town of Rundu. b. Such proof should be provided, such as: <ul style="list-style-type: none"> • fitness certificate from the local authority and/or • proof of ownership of property from where bidder is operating, such as a copy of a title deed or rental agreement of office space where the bidder is operating from, located within the town of Rundu and/or • municipal account in the name of the bidder etc 	
	Total	(100)

2.3 STAGE 3: Financial Evaluation

Only Bids that have passed with a minimum technical score of **70 %** shall have their prices evaluated. The lowest Price from the technically compliant Bids will be recommended for award.

SCHEDULE 3

QUOTATION CHECKLIST SCHEDULE

[NHE to update the Checklist to ensure that it contains the documents required from Bidders for the specific procurement]

PROCUREMENT REFERENCE NO.: **NCS/RFQ/NHE-08/21/22**

Description	Attached (please tick if submitted and cross if not)
Quotation Letter	
Priced Activity Schedule	
Performance Compliance Sheet	
Bid Security (if applicable)	
Documents evidencing eligibility	
Company profile, experience and references where similar services have been provided	

REFERENCE LIST

Item	Company Name	Contact Person	Contact Details	Year of Service
1				
2				
3				
4				
5				

Attach letters of reference where service has been provided

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.



SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC), Ref: NCS-TB/RFQ-GCC for the Provision of Security Services (available on website www.nhe.com.na except where modified by the Special Conditions below.

SECTION VII: CONTRACT DATA SHEET

Procurement Reference Number: **NCS/RFQ/NHE-08/21/22**

The Conditions of Contract shall be subject to the following:

Clause	Contract Data
GCC 1.1 Effectiveness of Contract	The Contract <i>shall</i> come into effect as from 01 September 2022.
GCC 1.3.1 Intended Completion date	Unless terminated earlier pursuant to sub-clause GCC 1.7 of the Contract, the Service Provider shall complete its activities by 30 September 2025 or by an additional period of 3 to 12 months, if the Contract is renewed thereafter by the Employer.
GCC 1.6.1 Issue of notices	The Authorized Representative of the Employer is: Mr Gisbertus Mukulu, CEO The Authorized Representative of the Service Provider is:
GCC 2.6 Insurance and liabilities to Third Party	The Employer's and Workmen's Compensation, Third Party and Professional (for cleaning services only) Liabilities insurance covers shall be prorated to the contract amount if award is made on a split basis with reference to limits indicated in ITB 13.1 (e).
GCC 2.7 Reporting Obligations	The Service Provider shall report to: Ms Noreen Siyanga, Manager Supply Chain Management and Administration, 061 292 7208.

General Conditions of Contract

A. General Provisions

1.1 Definitions

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

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

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

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

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

1.4 Notices Any notice, request or consent made according 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 the 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 NHE The Service Provider shall permit the Employer to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so required by the Latter.

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

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

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

¹ 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.

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

2.6.2 By the Service Provider

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

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

2.6.3 Payment upon Termination

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

- (a) remuneration according to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination according 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 according 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 according 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

Otherwise Interested in Project	providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	<p>Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities in the Republic of Namibia which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.3 Confidentiality	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
3.4 Assignment	The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.
3.5 Indemnification	The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.
3.6 Insurance to be Taken Out by the Service Provider	<ul style="list-style-type: none"> (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. (b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

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

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

(i) Name the Employer as additional insured;

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

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

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

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

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

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

(c) changing the Program of activities; and

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

3.8 Reporting Obligations

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

3.9 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.8 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.10 Liquidated Damages

3.10.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

- 3.10.2 Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
- 3.10.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**
- 3.11 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Notification of award. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer, and denominated in Namibia Dollars. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have:
- (i) committed serious misconduct or have been charged with having committed a criminal action, or
- (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

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

6. Payments to the Service Provider

- | | | |
|-----|--|--|
| 6.1 | Time-Based Remuneration | The Service Provider's remuneration shall not exceed the Contract Price rates and shall be subject to the quantities performed as agreed with the purchaser including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3. |
| 6.2 | Contract Price | The price payable in Namibia Dollars is the corrected bid price accepted in terms of the award or the total amount in terms of the Contract Agreement signed by the Parties, whichever is applicable. |
| 6.3 | Payment for Additional Services, and Performance Incentive Compensation | 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, an increase in the remuneration may be done by increasing the quantities multiplied by the unit price thereto provided in Appendices D and E. |
| 6.4 | Terms and Conditions of Payment | 6.4 Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC , the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Namibia for the same amount, and shall be valid for the period stated in the SCC . Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due. |
| 6.5 | Interest on Delayed Payments | 6.5 If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC. |
| 6.6 | Price Adjustment | 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC . If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency: |

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 30 days before Bid opening for labor; both in the specific currency "c".

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

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

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

6.7 Dayworks

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

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

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

6.8 Labour Clause

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

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

- (ii) by arbitration awards; or
 - (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.
- 6.8.2 No Service Provider shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:
- (a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
 - (b) stating whether any remuneration payable in respect of work done is due;
 - (c) containing such other information as the Accounting Officer of NHE administering the contract may require to satisfy himself that the provisions under this clause have been complied with.
- 6.8.3 Where the Accounting Officer of NHE administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.
- 6.8.4 Every Service Provider shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

7. Quality Control

- 7.1 **Identifying Defects**
- The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.
- 7.2 **Correction of Defects, and lack of Performance Penalty**
- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
 - (b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
 - (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the

cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.10.3

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

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

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

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

Section VII - Special Conditions of Contract

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

[The Purchaser shall select/insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is - not applicable
1.1(c)	The Contract Period is: thirty-six (36) months
1.1(d)	The contract name is: Prequalification of preferred suppliers for the transport of steam coal for a period of three (3) years
1.1(g)	The Employer is NHE
1.1(k)	The Member in Charge is <i>[name of Member Leader of the Joint Venture]</i> .
1.1(r)	Replace with: "Services" means the work to be performed by the Service Provider according to this Contract, as described in Section V of the Bidding Document .
1.1(t)	"Business day" means any day other than a Saturday, Sunday or public holiday in Namibia.
1.1(u)	"Calendar days" include Saturdays, Sundays and public holidays.
1.4	The addresses for delivery of notices are: Employer: <u>NHE Centre, 07 General Murtal Muhammed Avenue, Eros</u> Attention: <u>Noreen Siyanga</u> Service Provider: _____ Attention: _____ Facsimile: _____
1.5	Replace the words " Appendix A " with " Section V of the Bidding Document "
1.6	The Authorized Representatives are: For the Employer: <u>G Mukulu, CEO, NHE</u> For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is on the date of the Notification of Award.
2.2.2	The Starting Date for the commencement of Services will be determined as and when required.
2.3	The Intended Completion Date is 36 months after the award.

<p>2.5.1.</p>	<p>Force Majeure is defined as follows:</p> <ul style="list-style-type: none"> • Acts of God, if caused directly and exclusively by the violence of nature, (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, and floods) without human intervention or cause and could not have been prevented by reasonable foresight or care. • War, hostilities (whether war be declared or not), civil unrest, invasion, act of foreign enemies, mobilisation, requisition, or embargo. • Rebellion, revolution, insurrection, or military or usurped power, or civil war. • Riots, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to the employees of the Service Provider or any of its Subcontractors. • Acts or threats of terrorism. • Government actions, including, but not limited to, border closures and/or border control issues.
<p>2.6.1</p>	<p>The Employer may terminate this Contract, by not less than fifteen (15) 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. Following termination by NHE due to non-performance or any misconduct of the Service Provider, NHE reserves the right to appoint the next lowest-priced,</p>
<p>2.6.1 (a)</p>	<p>if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Employer may have subsequently approved in writing;</p>
<p>2.6.1 (c)</p>	<p>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 thirty (30) days;</p>
<p>3.2.2</p>	<p>Not Applicable</p>
<p>3.2.3</p>	<p>Not Applicable</p>
<p>3.7(a)</p>	<p>Not Applicable</p>
<p>3.7(b)</p>	<p>Not Applicable</p>
<p>3.7(d)</p>	<p>The other actions are making changes to the Key Personnel, more specifically the Supervisor without obtaining the prior written consent of NHE as contemplated in Clause 4.2.</p>
<p>3.8</p>	<p></p>
<p>3.9</p>	<p>Not Applicable</p>
<p>3.10.1</p>	<p>The liquidated damages rate is 1% of the contract price per week.</p> <p>The maximum amount of liquidated damages for the whole contract is 5% percent of the final contract price.</p>
<p>3.10.3</p>	<p>Not Applicable</p>
<p>3.11</p>	<p>Performance Securities are not applicable.</p>
<p>4.1</p>	<p>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 the Bidding Document. In particular, the Logistics</p>

	Manager, whose Curriculum Vitae was submitted as part of the pre-qualification bid, as well as the subcontractors listed in Section IV of the Bidding Document
5.1	Not Applicable
5.2	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-Clause 6.2 , as the case may be.
6.1	Replace the words " Appendix A " with " Section V of the Bidding Document "
6.2	The price payable in Namibia Dollars is the bid price accepted upon award of a
6.3	Not Applicable
6.4	Payments shall be made according to the following schedule:
6.5	Payment shall be made within thirty (30) calendar days of receipt of the statement and the relevant documents specified in Sub-Clauses 3.8 and 6.4. If the Employer has delayed payments beyond thirty (30) calendar days, interest shall be paid to the Service Provider for each day of delay. The interest rate will not be more than the prevailing Namibian banks' prime interest rate per annum.
6.6	Price adjustments will not be applied.
6.7	Not Applicable
6.8.2(a)	Not Applicable
6.8.2(b)	Not Applicable
6.8.3	Not Applicable
6.8.4	Not Applicable
7.1	The procedures for inspection of the Services by the Employer are as follows: <ul style="list-style-type: none"> • The Defects Liability Period is: N/A.
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 Chief Executive Officers or Managing Directors of each Party to find an amicable solution. If no amicable solution can be agreed upon within 14 days, the matter will be referred for arbitration.
8.2.2	Not Applicable
8.2.3	Not Applicable
8.2.4	The arbitration procedures of the following institutions will be used:

	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 the President of the Law Society 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	Not Applicable

Section VIII - Contract Forms

Form of Contract

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

Appendix A: Description of the Services

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.

3.COMMUNICATION

The Parties shall communicate in writing by way of emails or letters addressed to designated persons as delegated by each party for the purposes of this Agreement.

3.1. Communications to the National Housing Enterprise shall be addressed to the Manager Procurement, or to her designate upon her direction in writing;

3.1.1. Ms Noreen Siyanga, Telephone – 061 292 7208; email address; siyangan@nhe.com.na

3.2. Communications to the Supplier shall be addressed to the following person/s:

3.2.1

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 THE PURCHASER

SIGNED IN DUPLICATE AT ON THIS DAY OF2022 AND IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

MR GISBERTUS MUKULU
CHIEF EXECUTIVE OFFICER
NATIONAL HOUSING ENTERPRISE

AS WITNESSES:

- 1. _____
- 2. _____

FOR AND ON BEHALF OF THE SUPPLIER

SIGNED IN DUPLICATE AT ON THIS DAY OF2022 AND IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

AS WITNESSES:

- 1. _____
- 2. _____