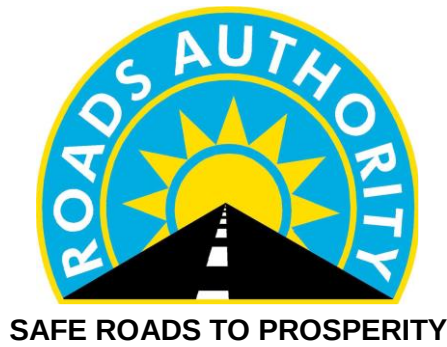




BIDDING DOCUMENT

Issued on: 30 July 2026

**THE PROVISION OF CLEANING SERVICES TO ROADS
AUTHORITY FOR A PERIOD OF THREE (3) YEARS**

Procurement Reference No: NCS/ONB/RA-01/2026

Cost: N\$ 300.00

Initials: _____

B I D D E R ' S N A M E		
CONTACT DETAILS	T E L :	
	E M A I L :	
TOTAL QUOTED AMOUNT PER LOT INCLUSIVE OF VAT: FOR A PERIOD OF THREE YEARS (3 YEARS)	L O T S	Total Amount (inclusive of VAT)
	Lot 1 – Keetmanshoop Region	
	Lot 2 – Windhoek Region	
	Lot 3 – Otjiwarongo Region	
	Lot 4 – Rundu Region	
	Lot 5 – Oshakati Region	

Initials: _____

NOTICE TO BIDDERS

- **Please take note to initial all pages of the bidding document and initial all the supporting documents including company profiles, brochures, etc. Failure to do so will result in disqualification of the bidder.**
- **Take note to sign all relevant pages as stipulated in the bidding document.**
- **Take note to stamp all pages where it is indicated that a stamp is required in addition to the signatures.**
- **Please take note to submit One (1) original of the complete document together with supporting documents.**
- **Please submit a USB drive with the complete scanned copy of your submitted Bidding Document along with all supporting documents.**

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CERTIFICATIONS OF DOCUMENTS

Please note that **Third party documents* need to be certified in the following ways:

1. If certified by the police:

- 1.1 Document should be a black and white copy reproduced from an original document (no color copies will be accepted)
- 1.2 Document should be signed with a four-point signature of the officer (Surname and initials, Force number, Signature and rank)
- 1.3 Signature should be placed on the space in the certifying stamp
- 1.4 A police date stamp and certification stamp should be placed on every copy to be certified and signed with the four point signature. The same principle applies for every page of a bundle of documents to be certified
- 1.5 Copies from certified copies will not be accepted

2. If certified by another commissioner of oaths, e.g., legal practitioners.

- 2.1 Document should be a black and white copy reproduced from an original document (no color copies will be accepted)
- 2.2 Document should be stamped and signed on each page
- 2.3 A certification stamp should be placed on every copy to be certified and signed. The same applied for including every page of a bundle of documents to be certified
- 2.4 Copies that are previously certified and re-certified will not be accepted

Third Party Documents means documents provided by any institutions other than the bidder submitting the bid. i.e. documents not reproduced by the bidders.

Initials: _____

To: Roads Authority
c/o Mandume Ndemufayo and David Hosea Meroro Avenues
Southern Industry
Ground Floor
Windhoek

RE: PROCUREMENT NO. NCS/ONB/RA-01/2026

Procurement Description:.....

RESPONSIVENESS CRITERIA CHECKLIST:

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

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

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

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

Section III - Evaluation Criteria gives an overview on the criteria bidders will be evaluated on; Information from Forms is utilised in the Eligibility, Administrative, Technical and Financial Evaluation;

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

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

DECLARATION

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

hereby declare that:

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

Initials: _____

ITB REFERENCE	SECTION OF SBD	REQUIREMENT	YES/NO
ITB 27	Section III - Evaluation Criteria	Have you initialed all pages of the section? MANDATORY	
ITB 9	Bid Submission Form	Have you signed the Bid submission form? MANDATORY	
ITB 9	Bid Securing Declaration	Have you signed the Bid Securing Declaration? MANDATORY	
ITB 9	Written undertaking in terms of section 138 of the Labour Act, 2007	Have you signed the written undertaking in terms of section 138 of the Labour Act, 2007? MANDATORY	
ITB 5	Qualification Information	Have you initialed all pages of the Qualification Information section?	
ITB 9	Section V – Priced Activity Schedule	Have you initialed all pages of Section V? MANDATORY	
ITB 9	Section VI. Scope of Service and Performance Specifications	Have you initialed all pages of Section VI? MANDATORY	
	All supporting Documents including third party documents	Have you initialed all supporting documents including third party documents? MANDATORY	

Signature:

Date:

Initials: _____

Table of Contents

Part I – Bidding Procedures.....	1
Section I. Instructions to Bidders.....	2
SECTION II. BIDDING DATA SHEET.....	23
SECTION III.- EVALUATION CRITERIA.....	32
Section IV. - Bidding Forms.....	48
Part II – Activity Schedule.....	62
Section V. Scope of Service and Performance Specification	65
Section VI. Priced Activity Schedule	72
Part III –Contract.....	96
Section VII. General Conditions of Contract.....	97
Section VIII. Special Conditions of Contract	97
Section IX. Contract Forms	100

Initials: _____

Part I – Bidding Procedures

Initials: _____

Section I. Instructions to Bidders

Table of Clauses

A. General	3
1. Scope of Bid.....	3
2. Public Entities Related to Bidding Documents and to Application for Review	3
3. Corrupt or Fraudulent Practices	3
4. Eligible Bidders	5
5. Qualification of the Bidder	6
6. Conflict of Interest	8
7. Cost of Bidding	9
8. Site Visit/Pre-bid Meeting	9
B. Bidding Documents.....	9
9. Content of Bidding Documents	9
10. Clarification of Bidding Documents	10
11. Amendment of Bidding Documents	10
C. Preparation of Bids.....	10
12. Language of Bid.....	10
13. Documents Comprising the Bid.....	11
14. Bid Prices	13
15. Currencies of Bid and Payment	13
16. Bid Validity.....	13
17. Bid Security	14
18. Alternative Proposals by Bidders.....	15
19. Format and Signing of Bid.....	16
D. Submission of Bids	16
20. Sealing and Marking of Bids	16
21. Deadline for Submission of Bids	16
22. Late Bids	17
23. Modification and Withdrawal of Bids	17
E. Bid Opening and Evaluation	17
24. Bid Opening.....	17
25. Process to Be Confidential.....	18
26. Clarification of Bids.....	18
27. Examination of Bids and Determination of Responsiveness	18
28. Correction of Errors	19
29. Currency for Bid Evaluation.....	20
30. Evaluation and Comparison of Bids	20
31. Preference for Domestic Bidders	21
F. Award of Contract	19
32. Award Criteria	19
33. Procuring Agent's Right to Accept any Bid and to Reject any or all Bids.....	19
34. Notification of Award and Signing of Agreement.....	19
35. Performance Security.....	22
36. Advance Payment and Security	22
37. Adjudicator	22
38. Debriefing	22

Initials: _____

Instructions to Bidders

A. General

- | | |
|---|--|
| <p>1. Scope of Bid</p> | <p>1.1 The Procuring Agent, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the BDS. The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services during the period provided in the BDS and the SCC Clause 2.3.</p> <p>1.3 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> (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 working days, excluding weekends and public holidays. |
| <p>2. Public Entities Related to Bidding Documents and to Application for Review</p> | <p>2.1 The public entities related to these bidding documents are the Public Entity, acting as procuring 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 of Namibia is 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.)</p> <p>Application for Review shall be addressed to:</p> <p>The Chairperson
Review Panel
Ministry of Finance
Moltke Street
Windhoek, Namibia
Email address: kaarina.kashonga@mof.gov.na</p> |
| <p>3. Corrupt or Fraudulent Practices</p> | <p>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.</p> <p>3.2 Bidders, suppliers and public officials shall be aware of the provisions stated in the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU): www.mof.gov.na/procurement-policy-unit</p> |

Initials: _____

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

For the purposes of this Sub-Clause:

- (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.
- 3.4 In further pursuance of this policy, Bidders shall permit the Procuring Agent to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Procuring Agent.
- 3.5 Furthermore, bidders shall be aware of the provision in Clauses 3.1 of the General Conditions of Contract.
- 3.6 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 65 – 68 (Part 10) of the Public Procurement Act, 2015.

Initials: _____

4. Eligible Bidders

- 4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Namibia or entities incorporated in Namibia. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.
- 4.2 All bidders shall provide in Section IV, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.
- 4.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

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

Links for checking the ineligibility lists are available at:

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

- 4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Namibia prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.

Initials: _____

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 Procuring Agent, as the Procuring Agent shall reasonably request.

5. Qualification of the Bidder

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

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

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

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

(a) certified copies of valid documents defining the constitution or legal status, place of registration, and principal place of business;

(b) written authorisation in the form of 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 two years;

(d) experience in Services of a similar nature and size for each of the last two years, and details of Services under way or contractually committed; and names and address of clients

Initials: _____

who may be contacted for further information on those contracts;

- (e) list of major items of resources, equipment, logistics support and strategies proposed to carry out the Contract;
- (f) qualifications and a twenty-four (24) months' experience of supervisor(s) and technical personnel in managing cleaning services of a comparable nature to Roads Authority to ensure good performance of the Contract;
- (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past twenty-four (24) months / two (2) years;
- (h) authorization to the Employer to seek references from the Bidder's bankers and clients;
- (i) information regarding any litigation, current or during the last three (3) years, in which the Bidder is involved, the parties concerned, and disputed amount;

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

- (j) lists of contracts that have been terminated prior to their expiry dates in the last twelve months and reasons for such occurrences
- (k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price, unless stated in the BDS.

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;

Initials: _____

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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

- (a) a minimum average annual financial amount of work over the period **specified in the BDS**.
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last **2 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 **two (2) years'** experience in Services of an equivalent nature and volume, including no less than **two (2) years** as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.
- (f) A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

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

6. Conflict of Interest

6.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

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

Initials: _____

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

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|----|-----------------------------------|-----|---|
| 7. | Cost of Bidding | 7.1 | The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Procuring Agent will in no case be responsible or liable for those costs. |
| 8. | Site Visit/Pre-bid Meeting | 8.1 | <p>(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.</p> <p>(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.</p> <p>(c) No bidder shall be disqualified from the bidding process as a result of not attending the pre-bid meeting, as indicated in the BDS.</p> |

B. Bidding Documents

- | | | | | | | | | | |
|-------------|-------------------------------------|-----|---|-----------|-------------------------|------------|--------------------|-------------|---------------------|
| 9. | Content of Bidding Documents | 9.1 | <p>The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 20px;">Section I</td> <td>Instructions to Bidders</td> </tr> <tr> <td style="padding-right: 20px;">Section II</td> <td>Bidding Data Sheet</td> </tr> <tr> <td style="padding-right: 20px;">Section III</td> <td>Evaluation Criteria</td> </tr> </table> | Section I | Instructions to Bidders | Section II | Bidding Data Sheet | Section III | Evaluation Criteria |
| Section I | Instructions to Bidders | | | | | | | | |
| Section II | Bidding Data Sheet | | | | | | | | |
| Section III | Evaluation Criteria | | | | | | | | |

Initials: _____

Section IV	Bidding Forms
Section V	Activity Schedule
Section VI	Scope of Service and Performance Specifications
Section VII	General Conditions of Contract
Section VIII	Special Conditions of Contract
Section IX	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections IV and V should be completed and returned with the Bid in the number of copies specified in the **BDS**.

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| <p>10. Clarification of Bidding Documents</p> | <p>10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agent in writing or by facsimile at the Procuring Agent's address indicated in the invitation to bid. The Procuring Agent 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.</p> |
| <p>11. Amendment of Bidding Documents</p> | <p>11.1 Before the deadline for submission of bids, the Procuring Agent may modify the bidding documents by issuing addenda.</p> <p>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 Procuring Agent.</p> <p>11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agent shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.</p> |

C. Preparation of Bids

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| <p>12. Language of Bid</p> | <p>12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agent shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p> |
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Initials: _____

**13. Documents
Comprising
the Bid**

13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Bid Submission Form (in the format indicated in Section IV);
- (b) Bid Securing declaration
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers when invited;
- (f) following documentary evidence (required from Namibian bidders):
 - 1. a certified copy of company Registration Documents that are related to the procurement activity sought herein;
 - 2. a certified copy or original valid good Standing Tax Certificate, **(valid at the deadline of submission of bid), (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**,
 - 3. a certified copy or original valid good Standing Social Security Certificate; **((valid at the deadline of submission of bid) (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**,
 - 4. a certified copy or original valid good BIPA Certificate;
 - 5. a certified copy of the valid Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; (valid at the deadline of submission of bid) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**,
 - 6. a certified copy of a certificate indicating SME Status (for Bids reserved for SMEs);
 - 7. An **undertaking from the Bidder or pay-slip** showing that the salaries and wages to be paid to its personnel in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General

Initials: _____

Conditions of Contract, if it is awarded the contract or part thereof.

8. A copy or original receipt from Roads Authority for purchasing the bidding document should be attached. Failure which will result in automatic disqualification of such a bid.
 9. Proof that the Bidder is financially in a position to render cleaning services to Roads Authority (attach a **bank guarantee letter/ Letter of Intent** from a recognized financial institution. A **Bank Guarantee/Letter of Intent** of at least 10% of the estimated bid amount should be provided. The Bidder should also attach a **Bank Rating Letter** from a recognized financial institution.
 10. Documentary proof of at least **twenty-four (24) months** of continuous experience in rendering cleaning services to businesses/companies that are comparable in size, profile and cleaning requirements of the Roads Authority (**attach at least two testimonials**). The testimonials should be clearly indicative of the time-period (term) for which a Bidder has provided cleaning services. A name of at least two (2) clients and the contact details, that your company provides/ed cleaning services for and name of the contact person in that regard.
 11. The bidder must be based or operating in the specific region of the site for which he/she is bidding. Provide certified copy of proof of an existing business premises (leased or owned), or a certified copy of valid Fitness Certificate in a specific Region where the bidder bids for. Bidders that do not provide proof of residence/current operations in a specific Region(s) where they are bidding will automatically be disqualified for that specific site(s);
 12. A bidder **must initial each page of Parts I to VI** of the Bidding Document, including all attachments, failure which will render the document invalid and disqualification thereof;
 13. A written authorization in the form of a power of attorney accompanying the bid or any other evidence demonstrating that the representative signing the bid has been duly authorized to commit the Bidder.
- (g) any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

Initials: _____

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract
- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section VI the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agent when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the Time-Based price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 15. Currencies of Bid and Payment**
15. The time-based price shall be quoted by the Bidder in Namibia Dollars Only.
- 16. Bid Validity**
- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Procuring Agent may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid but will be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local currency to the Bidder selected for award, shall be increased by applying to the local currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond

Initials: _____

60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

- 17. Bid Security**
- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 17.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Namibia Dollars, and shall:
- (a) be issued by a reputable overseas bank, located in any eligible country, with a counter guarantee from a commercial bank having its place of business in Namibia or any commercial bank operating in Namibia selected by the Bidder;
 - (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 Procuring Agent in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;
- 17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Procuring Agent as non-responsive.
- 17.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.
- 17.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
 - (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34; or

Initials: _____

- (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

17.8 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

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

**18. Alternative
Proposals by
Bidders**

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agent, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Procuring Agent. Alternatives to the specified performance levels shall not be accepted.

Initials: _____

- 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."
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Agent, or as necessary to correct errors made by the Bidder, in which case such 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 one envelope.
- 20.2 The envelope shall
- (a) be addressed to the Procuring Agent at the address **provided in the BDS**;
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the envelope is not sealed and marked as above, the Procuring Agent will assume no responsibility for the misplacement or premature opening of the Bid.
21. **Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Procuring Agent at the address specified above no later than the time and date **specified in the BDS**.

Initials: _____

- 21.2 The Procuring Agent may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Procuring Agent and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Procuring Agent after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 20 and 21, 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 Procuring Agent will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Procuring Agent may consider appropriate, will be announced by the Procuring Agent at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of

Initials: _____

the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

- 24.4 The Procuring Agent will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

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

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, and comparison of bids, the Procuring Agent may, at the Procuring Agent's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agent may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agent in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Procuring Agent on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agent, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Procuring Agent in the Procuring Agent's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

- 27.1 Prior to the detailed evaluation of bids, the Procuring Agent will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; and (c) 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

Initials: _____

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 Procuring Agent, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27.4 The Procuring Agent shall evaluate bid rates and/or bid prices against reasonable gazetted and standard benchmark prices that are based on realistic and comparative costs. Any bidder that falls outside the benchmark rates will automatically be ineligible for contract award (disqualified). The benchmark is based on the gazetted minimum wages for domestic workers with a percentage mark-up to cover supervision, overheads, and profit whereby the percentages are what in the sole opinion of the RA is considered reasonable. The benchmark margins will be calculated as per the formula below:

$$P_c = (R_c + M\%) \times (H_r \times D_x) + V_r$$

Where:

P_c = Price payable per cleaner; R_c = gazetted rate; $M\%$ = mark-up percentage (business running costs and materials); H_r = hours per day; D_x = days worked per month and V_r = VAT rate (where applicable);

NB: The Roads Authority is not providing measured out surface areas of the offices in the bid. The Roads Authority has instead determined the number of cleaners required to keep the sites clean. This is based on experience coupled with the surface area to be cleaned and the numbers of people frequenting visit to the sites on a daily basis. For instance, the NaTIS offices mostly require more cleaners than the regional or district offices because NaTIS services attract many members of the public than the regional and district offices. Experience also shows that the amount of cleaning materials is approximately proportional to the numbers of cleaners as the sites with more visitors require not only more cleaners but also more cleaning materials. Bidders are advised to visit the sites in the lot they intend bidding for to see the relation of office size and the numbers of visitors.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Procuring Agent for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agent on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is

Initials: _____

a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 In the examination of substantially responsive bids, the Roads Authority shall distinguish between errors and omissions that are properly subject to correction and those that are not. A Bidder should not be automatically disqualified for not having presented complete information, either unintentionally or because the requirements in these bidding documents were not sufficiently clear. Provided that the error or omission in question is subject to correction –generally a situation arising in the context of issues relating to data, information of a factual or historical nature, or issues that do not affect the principle that bids should be substantially responsive, the Roads Authority must permit the Bidder to promptly provide the missing information or correct the mistake. However, there are certain basic errors or omissions which, because of their nature are not subject to correction. Examples of these are failure to sign a bid or submit a guarantee. Furthermore, the Bidder may not be permitted to correct errors or omissions that alter the substance of an offer, constitute material deviation or reservation, or in any way improve it.

28.3 The amount stated in the Bid will be adjusted by the Procuring Agent in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited, or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).

29. Currency for Bid Evaluation

29 The Procuring Agent will evaluate the Bid Price in terms of ITB 15 which is corrected pursuant to ITB Clause 28 and is payable excluding Provisional Sums but including Daywork where priced competitively.

30. Evaluation and Comparison of Bids

30.1 The Procuring Agent will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Procuring Agent will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VI;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

Initials: _____

- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Procuring Agent reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Procuring Agent will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

31.1 Margin of Preference shall be applicable.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Procuring Agent will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Procuring Agent’s Right to Accept any Bid and to Reject any or all Bids

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

34. Notification of Award and Signing of Agreement

34.1 Prior to the expiration of the period of bid validity, the Procuring Agent shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review to the Review Panel, the Procuring Agent shall notify the selected Bidder, in writing, by issuing a notification of award for the contract. It will state the sum that the Procuring Agent will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). Within seven days from the issue of the notification of award, the

Initials: _____

Procuring Agent shall publish on the Procuring Agent's website: <https://www.ra.org.na> the results of the Bidding process.

- 34.2 The issue of the notification of award will constitute the formation of the Contract subject to the provisions of Section 55 (5), (6) and (7) of the Procurement Act, 2015 (Act 15 of 2015) read with Regulation 38 of the Public Procurement Regulations, 2017.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Procuring Agent and the successful Bidder. It will be signed by the Procuring Agent and sent to the successful Bidder along with the notification of award. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Procuring Agent, together with the required performance security pursuant to Clause 35.
35. **Performance Security**
- 35.1 Within thirty (30) days after receipt of the Notification of award, the successful Bidder shall deliver to the Procuring Agent a Performance Security in the amount and in the form of a Bank Guarantee **stipulated in the BDS**, denominated in Namibia Dollars in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either at the Bidder's option, by a commercial bank located in the Republic of Namibia or a foreign bank through a correspondent commercial bank located in the Republic of Namibia.
- 35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
36. **Advance Payment and Security**
- 36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.
37. **Adjudicator**
- 37.1 The Procuring Agent proposes the person **name in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notification of award, the Procuring Agent has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
38. **Debriefing**
- 38.1 The Procuring Agent shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award.

Initials: _____

SECTION II. BIDDING DATA SHEET

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

A. General	
ITB 1.1	The Procuring Agent is the Roads Authority (RA). Name of Procurement: Provision of Cleaning Services to Roads Authority Offices for a Period of Three (3) Years / Thirty-Six (36) Months. Procurement Reference Number NCS/ONB/RA-01/2026 Cleaning Services is required at the premises stipulated under Part II of the Activity Schedule in this bidding document. Bidders are requested to quote per LOT as outlined below: • LOT 1: Keetmanshoop Region. All 13 Sites for the Provision of Cleaning Services • LOT 2: Windhoek Region. All 17 Sites for the Provision of Cleaning Services • LOT 3: Otjiwarongo Region. All 10 Sites for the Provision of Cleaning Services • LOT 4: Rundu Region. All 10 Sites for the Provision of Cleaning Services • LOT 5: Oshakati Region. All 11 Sites for the Provision of Cleaning Services Only one (1) cleaning provision lot will be allocated per bidder. However, in cases where there are insufficient compliant Bidders remaining with respect to any given lot, the Procuring Agent may award more than one (1) lot to the lowest evaluated and substantially responsive bidder (ie award ‘Multiple Contracts’ to the same Bidder). This means that Multiple Contracts shall only be awarded to the same Bidder on condition that the Financial Capacity of the recommended Bidder is not exceeded and that the quoted price is not substantially above the estimate for the lot; NB: ANY BIDDER BIDDING FOR ANY LOT SHOULD PROVIDE PRICING FOR ALL THE SITES IN THAT LOT, FAILING WHICH, THE BID WILL BE DEEMED NON-RESPONSIVE. THE PURCHASER RESERVE THE RIGHT TO INCREASE OR DECREASE SITES AT ITS SOLE DISCRETION, WHEN THE NEED ARRISE. All prices shall be Inclusive of VAT.
ITB 1.2	The Intended Contract Period is Three (3) Years / Thirty-six (36) Months.
ITB 5.2(a)	Pre-qualifications of potential bidders have not been carried out.
ITB 5.3(b)	This authorization shall be in the form of a power of attorney and shall be attached to the bid. The Bidder (Company or CC) shall delegate the power of attorney to the authorized representative to act on behalf of the bidder. This power of attorney shall be accompanied by a Board resolution or a Members’ resolution (in the case of a close corporation), granting delegated authority to the authorized representative and shall be signed by the directors of the company or member(s) of the close corporation. This resolution should be signed by all members as an indication that they both authorised the representative to act on behalf of the bidder.

Initials: _____

	The name and position held by each person signing the power of attorney must be typed or printed below the signature. In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.4, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
ITB 5.4	The information needed for Bids submitted by joint ventures is as follows: • a valid certified copy of company Registration Certificate (provide proof of Company registration documents and proof of citizenship of shareholders or owners); • a valid original or valid certified copy of an original Good Standing Tax Certificate (valid at the deadline of submission of bid); (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)); • a valid original or valid certified copy of Good Standing Social Security Certificate (valid at the deadline of submission of bid); (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)); • a valid certified copy of Good Standing BIPA Certificate (valid at the deadline of submission of bid); (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963));and • a valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 (valid at the deadline of submission of bid) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)). However no joint venture required for this bid.
ITB 5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows: (a-f)
ITB 5.5(a)	Minimum average annual financial amount of work: Not Applicable
ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that the bidder executed during the last two (2) years in cleaning Service Sector. A minimum of two (2) reference letters from the Clients with similar service (cleaning) not older than three years at the time of bid submission (to comply with this requirement, Services contracts cited should be at least 70 percent complete). The reference letters should contain the following information as a minimum: • Client Name

Initials: _____

	• Client contact details • The scope of services rendered • The completion dates • The Contract value
ITB 5.5(c)	The Service Provider shall make available, at its own cost, all necessary equipment, machinery and materials as required to adequately perform the services including but not limited to: ▪ Industrial (where applicable) vacuum machine with clean air filter for vacuuming and washing carpets ▪ Rubbish carts ▪ Mowing Machine and other machines to cut trees and remove weeds ▪ Dusters, brooms, brushes, buckets and mops ▪ Ladders ▪ Pressure washer ▪ Wet Floor Signs ▪ Rakes ▪ Spades ▪ Cloths ▪ Dishwashing liquid and hand soap, air-freshener's, disinfectants and other cleaning materials needed ▪ 2ply Toilet Papers and paper hand towels ▪ Masks and Hand Gloves for cleaning personnel ▪ Air-fresheners; ▪ Carpet, windows and blinds cleaning materials such as carpet fresh, shampoo/cleaner, stain remover, carpet, etc. ▪ A vehicle to be used in support of cleaning operation The Service Provider shall also provide staff compliments with uniforms. For each person, the uniform should mainly consist of two sets of overall suits and one pair of safety boots and staff identification card. The card must have the name of a Service Provider and name of employee. The card must be worn so as to always be visible whilst on RA premises. The Service Provider must have sufficient control over the permits to prevent any unauthorized use thereof. It shall also comply with the related legislation in respect of wages, leave entitlement and pension contributions for its personnel.
ITB 5.5(e)	Upon Notice of award, bidders would be required to provide: 1. proof of funds to the value of two (2) months of working capital before signing of the contract, in a form of commitment letter or bank statements from any registered financial institution. <i>(Working capital for one month will be calculated as the total quoted amount divided by 36).</i> 2. The service provider will be held responsible for any damage or thefts that may be caused to RA or contents, by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by RA against the service provider. Insurance cover must be provided.

Initials: _____

ITB 5.6	Subcontractors' experience will not be considered. Subcontracting is not allowed for this bid.
B. Bidding Data	
ITB 8.1 (b)	Site meetings are not applicable. Bidders are required to conduct site inspections of the Lot(s) they intend to bid for on their own. The Roads Authority will not be held responsible for costs associated with site inspections visited by bidders for bidding purposes.
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be one (1) original of the complete document together with supporting documents.
C. Preparation of Bids	
ITB 10.1	All clarifications, in writing and clearly containing the bid reference number should be sought not later than seven (7) days before the closing date and must be addressed to Mr. Lucky Goreseb at goresebl@ra.org.na or 061 284 7088
ITB 13.1(g)	The additional documents required to be completed and submitted are/is: 1. Proof of previous experience of two (2) key personnel in cleaning sector (s), e.g. recommendation letters from current/previous employers (not less than two (2) years' experience). <i>(Reference verification will be done by Bid Evaluation Committee by calling or emailing). These references should include the name of the entity, nature of contract, contact person and office telephone number and email address).</i> 2. Provide valid proof of citizenship of the shareholders or owners, certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) and in the case of Joint Ventures (JV), each party to the JV are Namibian citizens and have provided proof as required above. This bid is for Entities incorporated in Namibia in line with Section 29(1) 1(b) of Public Procurement Act No 15 of 2015 as amended to: –(i) an entity incorporated or registered in Namibia in terms of the company or close corporation laws of Namibia; (ii) a co-operative registered under the laws regulating cooperatives in Namibia; (iii) a trust registered under the laws regulating trust in Namibia; (iv) a partnership or a joint venture or similar agreement, in which Namibian citizens own 51% percent equity. 3. The bidder must submit a proof of funds to the value of two (2) months of working capital before signing of the contract, in a form of commitment letter or bank statements from any from the any registered insurance companies or any legally registered Financial Institutions. <i>Working capital for one month will be calculated as the total quoted amount divided by 36).</i> 4. The bidder must submit a commitment Letter of intent from a Registered insurance company registered in Namibia in terms of the Short-term Insurance Act,1998 (Act No. 4 of 1998), to issue an insurance cover worth twenty percent (20%) of the value of the Lot the bidder bid for from the any

Initials: _____

	registered insurance companies or any legally registered Financial Institutions 5. Bidders are required to submit Certificates of Code of Conduct by NAMPOL for the top two (2) key employees of the bidder (i.e., Managers etc.) and their CVs with at least two (2) years' experience in the management of Cleaning Services (<i>curriculum vitae to be attached</i>). (<i>Attach evidence of service certificate(s) / letter(s) and at least Grade 12 Certificate. (Service certificate(s) /letter(s) verification will be done by Bid Evaluation Committee by calling or emailing). These Service certificate(s) /letter(s) should include the cleaning personnel name, nature of contract, contact person and office telephone number and email address</i>). 6. Bidders are required to submit evidence of ownership in terms of certificates for essential cleaning services lending equipment or an asset register and/or declaration where proof of ownership cannot be provided in the form of certificate that the other essential cleaning service equipment (i.e. industrial vacuum cleaning machine, rubbish carts, mowing machine and other machine to cut grasses and trees, pressure washers; motor vehicle, uniforms and other materials and equipment to be used) would be made available upon award. 7. Bidders are required to submit a full sample picture of the Bidders' cleaning personnel' full uniformed and gears/accessories. Sample colour pictures of uniforms and staff identity cards as a means of identification of security guard personnel. These uniforms may in no way resemble any military, Police or any Public Entity uniforms. 8. The bidder shall enclose proof of payment/receipt/tax invoice for this bid. (In an event that the bidder is found not to have purchased the bid document as per Roads Authority records, the bidder will be disqualified) 9. Bidders must submit the original bid document, along with all relevant supporting documents. Additionally, a USB containing a fully scanned copy of the duly filled in Original Bid Document with all supporting documents must be submitted, and must be clearly marked externally with the Bidders Full Name. Should any of the above-mentioned information and/or documentation(s) not be attached, the bid will be deemed non-responsive and disqualified. <i>NB: Only valid original or valid certified copies will be accepted. Certification of documents must be done by the Namibian Police or by a Commissioner of Oath, appointed in terms of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No.16 of 1963).</i>
ITB 14.4	The Contract is subject to price adjustment in accordance with industry minimum wage adjustment for the year(s) under review.

Initials: _____

ITB 16.1	The period of Bid validity shall be One Hundred and Eighty (180) days after the deadline for Bid submission.
ITB 17.1	A Bid Securing Declaration Form must be submitted with the bid. The Bid-Securing Declaration shall be in the form of a signed and/or stamped subscription in the Bid Submission form.
ITB 17.3	Bid Security: not applicable.
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: None If alternative technical solutions are permitted, the evaluation method will be as follows: None
ITB 19.1	The Bidder shall prepare one (1) original clearly marked “ORIGINAL” .

D. Submission of Bids

ITB 20.2	The Procuring Agents' address for the purpose of Bid submission is: The Manager: Procurement and Tender Compliance Roads Authority Head Office c/o Mandume Ndemufayo and David Hosea Meroro Avenue Southern Industry Ground Floor – Tender Box Windhoek For identification of the bid the envelopes should indicate: Name of Procurement: PROVISION OF CLEANING SERVICES TO ROADS AUTHORITY OFFICES FOR A PERIOD OF THREE (3) YEARS. Procurement Reference Number: NCS/ONB/RA-01/2026 Markings on envelope: “DO NOT OPEN BEFORE CLOSING DATE AND TIME”
ITB 21.1	The deadline for submission of bids is on or before: Date: 20 August 2026 Time: on or before 11H00 AM. If there is a discrepancy between the time of the bidder (s) and the time at the Roads Authority's reception, the time at the reception will prevail.

E. Bid Opening and Evaluation

Initials: _____

ITB 24.1	The Bid opening shall take place at: Roads Authority Head Office c/o Mandume Ndemufayo and David Hosea Meroro Avenue Southern Industry Windhoek Procurement Management Unit, 4th Floor Date: 20 August 2026 Time: From 11H15 A.M
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F. Award of Contract

ITB 31.1	The National Preference and Margin of preference for Non Consultancy are to be applied as follows: <table border="1" data-bbox="406 750 1268 2051"> <thead> <tr> <th data-bbox="406 750 766 862">Category of National Preference (Non consultancy)</th><th data-bbox="766 750 1268 862">Documentary evidence to be submitted by the bidder/s</th></tr> </thead> <tbody> <tr> <td data-bbox="406 862 766 1153"> 1. Namibian Shareholding 3% </td><td data-bbox="766 862 1268 1153"> .IDs of all shareholders •Founding statement/company registration indicating ownership structure/shareholder certificate •Declaration indicating the percentage of ownership </td></tr> <tr> <td data-bbox="406 1153 766 1736"> 2. Services to be rendered by Namibian citizens: (aa) 1% - if between 50% - 60% of the key employees to render the service inclusive of management are Namibian citizens; </td><td data-bbox="766 1153 1268 1736"> Bidder to provide proof from the Social Security of the registered employees (copies of the employee's IDs) Bidder to provide organizational structure with names and positions of the Namibian registered employees of the entity inclusive of management which are Namibian citizens. Declaration that the bidder employs between 50% - 60% of the key employees to render the service inclusive of management are Namibian citizens; </td></tr> <tr> <td data-bbox="406 1736 766 2051"> OR (bb) 2% - if more than 60% of the key employees to render the service inclusive of management are Namibian citizens; </td><td data-bbox="766 1736 1268 2051"> Bidder to provide proof from the Social Security of the registered employees (copies of the employee's IDs) Bidder to provide organizational structure with names and positions of the Namibian registered employees </td></tr> </tbody> </table>	Category of National Preference (Non consultancy)	Documentary evidence to be submitted by the bidder/s	1. Namibian Shareholding 3%	.IDs of all shareholders •Founding statement/company registration indicating ownership structure/shareholder certificate •Declaration indicating the percentage of ownership	2. Services to be rendered by Namibian citizens: (aa) 1% - if between 50% - 60% of the key employees to render the service inclusive of management are Namibian citizens;	Bidder to provide proof from the Social Security of the registered employees (copies of the employee's IDs) Bidder to provide organizational structure with names and positions of the Namibian registered employees of the entity inclusive of management which are Namibian citizens. Declaration that the bidder employs between 50% - 60% of the key employees to render the service inclusive of management are Namibian citizens;	OR (bb) 2% - if more than 60% of the key employees to render the service inclusive of management are Namibian citizens;	Bidder to provide proof from the Social Security of the registered employees (copies of the employee's IDs) Bidder to provide organizational structure with names and positions of the Namibian registered employees
Category of National Preference (Non consultancy)	Documentary evidence to be submitted by the bidder/s								
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OR (bb) 2% - if more than 60% of the key employees to render the service inclusive of management are Namibian citizens;	Bidder to provide proof from the Social Security of the registered employees (copies of the employee's IDs) Bidder to provide organizational structure with names and positions of the Namibian registered employees								

Initials: _____

		of the entity inclusive of management which are Namibian citizens. Declaration that the bidder employs more than 60% of the key employees to render the service inclusive of management are Namibian citizens.
	OR (cc) 3% - if 100% semi-skilled labour are Namibian citizens;	Bidder to provide proof from the Social Security of the registered employees (copies of the employee's IDs) Bidder to provide organizational structure with names and positions of the Namibian registered employees of the entity inclusive of management which are Namibian citizens. Declaration that the bidder employs 100% semi-skilled labour that are Namibian citizens;.
	3. Material: 2% - if the bidder has signed a declaration that 50% of the total value of goods or materials to be used for the works are manufactured, grown, mined or extracted in Namibia.	Certificate of registration from a registering authority • Declaration that the local content as determined and certified by an accountant in line with the Cost structure on page 88 of this bidding document meet 50% of the total value of goods or materials to be used for the works that are manufactured, grown, mined or extracted in Namibia. Declaration that the total value of goods or materials to be used for the services are manufactured, grown, mined or extracted in Namibia.

To benefit as outlined above, bidders must include a declaration on page in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

Note: If a bidder qualifies for margins of preferences on more than one basis, all such preferences must be granted to the bidder **but not more than 8%** and, when considering the bid, the **bid price must be reduced** with the amount determined in accordance with the following formula:

The formula for calculating the margin of preference is as follows:

A = $\frac{MP \times BP}{100}$

100

Initials: _____

	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; and (c) “BP” represents the bid price	
ITB 35.1	The performance security shall be: Not Applicable	
ITB 36.1	The Advance Payment shall be: Not Applicable	
ITB 37.1	Adjudication will be as per the Laws of Namibia. The adjudication procedures of the following institutions will be used: “Following notice of intention to commence adjudication issued by either party, an Adjudicator shall be appointed by both parties to the dispute. The Adjudicator fees as taxed will borne by the losing party. Any decision of the Adjudicator shall be final and binding to both parties.”	

Initials: _____

SECTION III.- EVALUATION CRITERIA

The following evaluation criteria shall be applied notwithstanding any other requirement in the bid documents.

Note: Only one (1) cleaning services lot will be allocated per bidder. However, in cases where there are no compliant Bidders remaining with respect to any given lot, the Procuring Agent may award more than one lot to the lowest evaluated and substantially responsive bidder (i.e. award 'Multiple Contracts' to the same Bidder). This means that Multiple Contracts shall only be awarded to the same Bidder on condition that the Financial Capacity of the recommended Bidder is not exceeded.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

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

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

CERTIFICATIONS OF DOCUMENTS

Please note that ****Third party documents*** need to be certified in the following ways:

1. If certified by the police:

- 1.1 Document should be a black and white copy reproduced from an original document (no color copies will be accepted)
- 1.2 Document should be signed with a four-point signature of the officer (Surname and initials, Force number, Signature and rank)
- 1.3 Signature should be placed on the space in the certifying stamp
- 1.4 A police date stamp and certification stamp should be placed on every copy to be certified and signed with the four point signature. The same principle applies for every page of a bundle of documents to be certified
- 1.5 Copies from certified copies will not be accepted

2. If certified by another commissioner of oaths, e.g., legal practitioners.

- 2.1 Document should be a black and white copy reproduced from an original document (no color copies will be accepted)
- 2.2 Document should be stamped and signed on each page
- 2.3 A certification stamp should be placed on every copy to be certified and signed. The same applied for including every page of a bundle of documents to be certified
- 2.4 Copies that are previously certified and re-certified will not be accepted

Third Party Documents means documents provided by any institutions other than the bidder submitting the bid. i.e. documents not reproduced by the bidders.

Initials: _____

Standard Benchmark Price for Evaluation

For the purpose of Bid Evaluations, the Standard 'Benchmark' Price will be determined as follows:

- i. Calculating the at-the-market price mean (μ) of the at-the-market prices (being the Bid Prices) of only the Bidders whose: administrative, legal, technical, and financial bid submissions were deemed to be compliant (these will form the population of the Bid Prices, i.e., the at-the-market prices). In addition, the Bidders' Individual standard score (z-score) MUST fall within one Standard Deviation (σ) of the at-the-market price mean (μ) (i.e., the z-score must fall between -1.0 and +1.0). Z-score will only be used to calculate the benchmark.
- ii. Calculating the Arithmetic mean ($\bar{x}$) (being the mean of all the Bidders whose z-score is within -1.000000 and +1.000000)
- iii. Determining the Public Entity's Estimate.
- iv. Finally, the sum of the weighted average of **thirty percent (30%)** of (a) arithmetic mean ($\bar{x}$) (being the mean of all the Bidders whose z-score is within **-1.000000** and **+1.000000**); and **seventy percent (70%)** of (b) Public Entity's Estimate, constitute the Standard 'Benchmark' Price.

- Standard 'Benchmark' Price = 30% x ((Arithmetic Mean) + 70% (Public Entity's Estimate))

Note: The formula for calculating the Standard Score (i.e., z-score) is:

$$z = (x - \mu) / \sigma$$

Where:

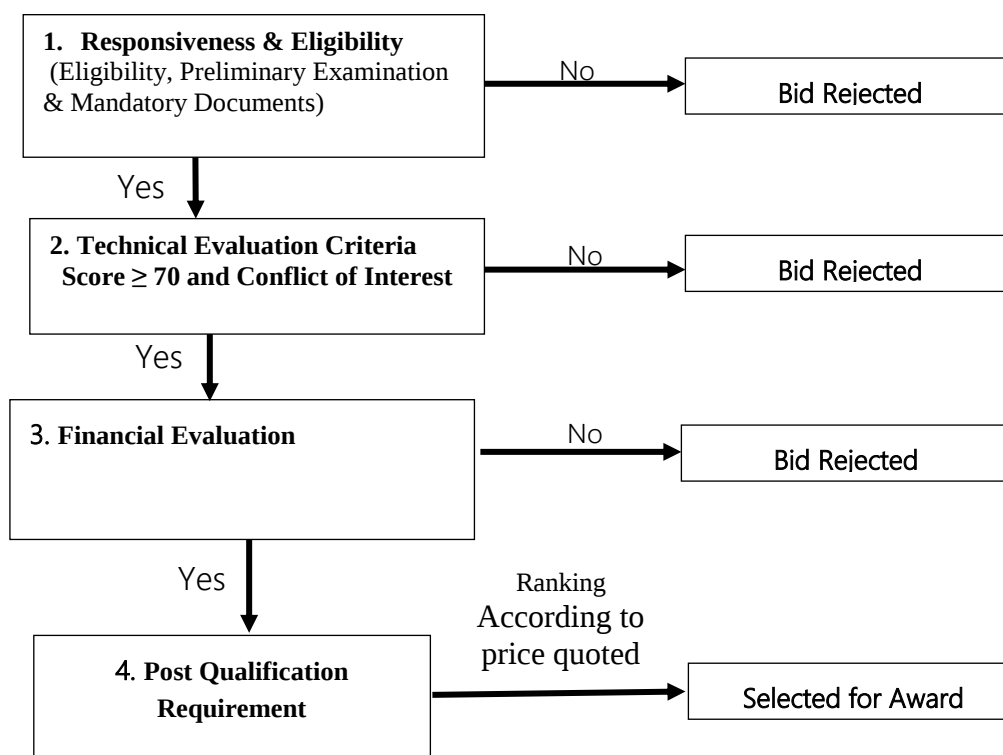
- z is the Individual Standard Score (i.e. z-score),
 - x is the particular Bidder's Bid Price,
 - μ is the at-the-market price mean and
 - σ is the standard deviation of the mean of the compliant bidder's bid price from the arithmetic mean.
- v. The Standard Benchmark price shall only be used where the population of the bidders making the Bid Prices (at-the market price), i.e., bidders whose administrative, legal, technical, and financial bid submissions are deemed compliant are **more than Five (5)**. In a case where there are **less than Five (5)** bidders whose administrative, legal, technical, and financial bid submissions are compliant, the Public Entity's Estimate shall be used.
 - vi. Bidders whose Bid Prices vary by more **than 10% up or 10 % down** from the respective Standard 'Benchmark' Price(s) calculated for project shall be deemed to be non-compliant and shall be rejected as far the project is concerned. By ensuring, that contracts are signed at reasonable rates the Employer will ensure that the risk of default will be reduced.

Initials: _____

The Bid evaluation shall comprise of the following stages:

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

The evaluation process is illustrated in the flow diagram below:



NB: Conflict of interest will be evaluated throughout all the stages of evaluation.

Initials: _____

STAGE 1**1. ELIGIBILITY EVALUATION**

No.	Eligibility	Yes	No
1.1	Is the Bidder under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter?		
1.2	Does the bidder appear on any of the development bank ineligibility lists as follows: • African Development Bank https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures • Asian Development Bank, http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999 • European Bank for Reconstruction and Development, http://www.ebrd.com/pages/about/integrity/list.shtml • Inter-American Development Bank Group, http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html World Bank Group, http://www.worldbank.org/en/projects-operations/procurement/debarred-firms		
1.3	Has the bidder been debarred/blacklisted in the last 3 years ? PROCUREMENT - MFPE - Portal Ariel (gov.na) (https://mfpe.gov.na/procurement)		

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

Initials: _____

2. CONFLICT OF INTEREST

No.	Mandatory Requirements	Yes	No
2.1	Does the bidder have a controlling partner in common with one or more parties in this bidding process? OR Does the bidder receive or have the bidder received any direct or indirect subsidy from any of the controlling partners?		
2.2	Does the bidder have the same legal representative with any other bidder(s) for purposes of this bid?		
2.3	Does the bidder have a relationship with any other bidder(s), directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agent regarding this bidding process?		
2.4	Has the bidder participated in more than one bid in this bidding process? <i>Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid</i>		
2.5	Has the bidder (owners/shareholders) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of this Bid?		

Note: All Bidders found to have a conflict of interest shall be disqualified.

NOTE: The conflict of interest will be evaluated throughout all the stages of the evaluation Process.

3. PRELIMINARY/ADMINISTRATIVE REQUIREMENT

No.	Administrative Requirements	Yes	No
3.1	Is the bid as well as all correspondence and documents written in English?		
3.2	Are all pages of the bid signed and/or initialed by the person or persons authorized on behalf of the bidder?		
3.3	Has the authorized representative of the bidder completed, signed and/or stamped the Bid Submission Form as per (Section IV bidding forms)?		
3.4	Has the bidder offered the period of bid validity of One hundred and eighty (180) days, as specified in the Bidding Data Sheet?		
3.5	Has the bidder submitted a completed, signed and/or stamped Bid Securing Declaration?		

Initials: _____

No.	Administrative Requirements	Yes	No
3.6	Has the bidder enclosed proof of payment/receipt/tax invoice for this bid? <i>(In an event that the bidder is found not to have purchased the bidding document according to RA records, the bidder will be disqualified)</i>		
3.7	Certified copy of a valid Fitness Certificate from a Local Authority/Municipality or Regional Council in case of village councils dully certified by the Commissioner of Oath or Namibian Police.		
3.8	Detailed Company profile indicating employees wearing the bidder's corporate uniforms (colour profile is preferable). Company Organogram clearly indicating the Structure. (Record of PPE issued in the past 12 months to staff must be attached).		
3.9	Certified copy/s of vehicle/s owned by the bidder or shareholders/owners to be used in support of cleaning operation.		
3.10	A letter from the Bidder's financial institution (operating in Namibia), which indicates a minimum rating C. Any rating from D and beyond is a disqualification. The Bank rating letter indicate the financial position of the bidder.		
3.11	Bidder shall submit a letter from financial institution operating in Namibia undertaking to provide credit facility/working capital to the value of 10% of the total bidding amount.		
3.12	Submit proof/evidence through letter of award, signed and stamped by the client for the total monetary of cleaning services performed for each of the last two (2) years. Evaluation is based on the equivalent of nature, volume and size of the previous cleaning services contract performed or awarded. [OR provide details of services under way or contractually committed, and names and address of clients who may be contacted for further information on those contracts].		
3.13	Has the Bidder provide Certificates of Code of Conduct by NAMPOL for two key employees		
3.14	Has the bidder provided a public Liability Insurance Cover letter or letter of intent for insurance cover worth 10% of a bid amount from any legally registered Financial Institution?		
3.15	Has the bidder Provided valid proof of citizenship of the shareholders or owners?		

Initials: _____

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

4. MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

No.	Mandatory Requirements	Yes	No
4.1	Does the bidder meet the following requirements for entities incorporated in Namibia in line with Section 29(1) 1(b) of Public Procurement Act No 15 of 2015 as amended to: –(i) an entity incorporated or registered in Namibia in terms of the company or close corporation laws of Namibia; (ii) a co-operative registered under the laws regulating cooperatives in Namibia; (iii) a trust registered under the laws regulating trust in Namibia; (iv) a partnership or a joint venture or similar agreement, in which Namibian citizens own 51% percent equity.:? Provide evidence of Company registration documents and valid proof of citizenship of the shareholders or owners, certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963). The principal business should be in line with the nature of the service required. <i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i>		
4.2	Certified copy or original valid Good Standing Tax Certificate (valid at the deadline of submission of bid);(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?, <i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i>		
4.3	Has the Bidder provided a valid original or valid certified copy (valid at the deadline of submission of bid) of Good Standing Social Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?, <i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i>		
4.4	Has the Bidder provided a valid certified copy (valid at the deadline of submission of bid) of Good Standing BIPA Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))?		

Initials: _____

No.	Mandatory Requirements	Yes	No
4.5	Has the Bidder provided a valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998, (valid at the deadline of submission of bid) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))? In the case of Joint Ventures (JV), each JV partner must comply with the above. <i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i>		
4.6	Has the Bidder completed a written undertaking in compliance with Section 138 (2) of the Labour Act, 2007 and Section 50 (2)(D) of the Public Procurement Act, 2015.		
4.7	Has the bidder provided written Power of Attorney?		
4.8	Are all the required documentary proof obtained from third party organizations certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)?		
4.9	Has the bidder submitted a certified copy of a certificate indicating SME Status?		

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

Initials: _____

STAGE 2**5. TECHNICAL EVALUATION**

	(Marks for the criterion and sub-criteria to be inserted by the Procuring Agent)			Max Marks	Allocated Marks
5.1	Service providers' / bidders experience in Cleaning Services. Provide proof of authentic letters of award for work experience and or testimonials. Duration of the contract, nature of the contract and total value of the contract to be indicated on the letter of award/testimonial from the client of current contracts and / or previous awarded contracts. (Reference verification will be done by Bid Evaluation Committee by calling or emailing) These references should include the • Client Name • Client contact details • The scope of services rendered • The completion dates • The Contract value)	2 years and above substantiated by reference / award letter(s)	20	20	
		1 and 1/2 years substantiated by a reference / award letter(s)	15		
		1 year substantiated by a reference / award letter(s)	10		
		Less than 1 year or no reference letter(s)	0		
5.2	Experience of bidder's key personnel (Site Supervision/Contract Manager) Key personnel with a minimum of two years experience in corporate cleaning service environment (submission of CV of Contracts Manager/Site Supervisor for this contract). Should be able to speak English. Minimum of Grade 12 Certificate with English as one of the subjects on the certificate regardless of the symbol. Any certificate lower	2 years and above working experience as Office Site Supervisor for cleaners or any Supervisory capacity in corporate set-up substantiated by service certificate(s)/letter(s) and Grade 12 Certificate and CV	20	20	
		1 and 1/2 year working experience as Office Site Supervisor for cleaners or any Supervisory capacity in corporate set-up substantiated by service certificate(s)/letter(s) and	10		

Initials: _____

	(Marks for the criterion and sub-criteria to be inserted by the Procuring Agent)		Max Marks	Allocated Marks
	than Grade 12 is NOT acceptable for Supervisor.	Grade 12 Certificate and CV		
		1 year working experience as Office Site Supervisor for cleaners or any Supervisory capacity in corporate set-up substantiated by service certificate(s)/letter(s) and Grade 12 Certificate and CV	5	
		No Service Certificate(s)/letter(s) and no Grade 12 certificate and no CV	0	
5.3	Organisational chart indicating key personnel Attach a diagram that shows the structure of your organization and shows the chain of command and relative ranking of various positions in an organization. The organogram should include information such as the job titles, reporting structures and areas of responsibility for the employee.			
		Detailed organogram chart attached	10	10
		Organogram not fully detailed	5	
		No organogram chart attached	0	
5.4	Detailed Operations Methodology/Plan and cleaning program to be attached. Clear objectives, activities to be delivered, quality standards, desired outcomes, staffing and resource requirements, implementation timetables, and a process for monitoring progress. Contingency Plan must be included.	Fully detailed operations plan covering all the required elements (Clear objectives, activities to be delivered, quality standards, desired outcomes staffing and resource requirements, implementation timetables, and a process for monitoring progress)	10	10
		Operations plan lacking some of the required elements	5	

Initials: _____

	(Marks for the criterion and sub-criteria to be inserted by the Procuring Agent)		Max Marks	Allocated Marks
		No Operations plan submitted	0	
5.5	Cleaning Services Personnel Training <i>This is for Supervisor and all the general workers/cleaners to be contracted on this contract.</i>	Training program attended or certificate acquired in cleaning services and or Safety, Health, and Handling of cleaning equipment and tools. This is for all key personnel to be contracted on this contract. Please attach proof.	7	7
		No training program attached for key personnel.	0	
5.6	Sample of Job Descriptions of ALL cleaning services personnel	A sample of Job Description for ALL cleaning personnel submitted on company letterhead attached.	8	8
		No sample of Job Description for ALL cleaning personnel on company letterhead submitted.	0	
5.7	Means of identification of cleaning personnel (uniform and staff identity card etc.) Bidders are required to submit sample colour pictures of uniforms and staff identity cards) <i>These uniforms may in no way resemble any military, Police or any Public Entity uniforms.</i>	Attach picture of cleaning personnel wearing bidder's company uniform, badge and identity card to be used for this contract	8	8
		No sample pictures attached	0	
5.8	Equipment required for the execution of this contract	Attach proof of assets / letter of intent from financial institution / lease agreements from equipment hire company(ies) and record of PPE issued and staff receiving.	10	10

Initials: _____

	<i>(Marks for the criterion and sub-criteria to be inserted by the Procuring Agent)</i>			<i>Max Marks</i>	<i>Allocated Marks</i>
		Bidder did not submit evidence for equipment	0		
		If no record of PPE issued and staff receiving attached			
5.9	Vehicle for execution of this contract vehicle for the execution of this contract or an asset register and/or declaration where proof of ownership of vehicle would be made available upon award	Bidder submitted a proof of Vehicles to be used in support of cleaning operation.	7	7	
		Bidder did not submit proof of Vehicles	0		
	/100				

Only bidders scoring 70% (70/100) and above will be considered for financial Requirements.

Initials: _____

STAGE 3

7. FINANCIAL EVALUATION AND APPLICATION OF MARGIN OF PREFERENCES

7.1 Financial Evaluation: Standard Benchmark Price for Evaluation

For the purpose of Bid Evaluations, the Standard 'Benchmark' Price will be determined as follows:

- i. Calculating the at-the-market price mean (μ) of the at-the-market prices (being the Bid Prices) of only the Bidders whose: administrative, legal, technical, and financial bid submissions were deemed to be compliant (these will form the population of the Bid Prices, i.e., the at-the-market prices). In addition, the Bidders' Individual standard score (z-score) MUST fall within one Standard Deviation (σ) of the at-the-market price mean (μ) (i.e., the z-score must fall between -1.0 and +1.0). Z-score will only be used to calculate the benchmark.
- ii. Calculating the Arithmetic mean ($\bar{x}$) (being the mean of all the Bidders whose z-score is within -1.000000 and +1.000000)
- iii. Determining the Public Entity's Estimate.
- iv. Finally, the sum of the weighted average of **thirty percent (30%)** of (a) arithmetic mean ($\bar{x}$) (being the mean of all the Bidders whose z-score is within **-1.000000** and **+1.000000**); and **seventy percent (70%)** of (b) Public Entity's Estimate, constitute the Standard 'Benchmark' Price.

- Standard 'Benchmark' Price = 30% x ((Arithmetic Mean) + 70% (Public Entity's Estimate))

Note: The formula for calculating the Standard Score (i.e., z-score) is: **$z = (x - \mu) / \sigma$**

Where:

- z is the Individual Standard Score (i.e. z-score),
- x is the particular Bidder's Bid Price,
- μ is the at-the-market price mean and
- σ is the standard deviation of the mean of the compliant bidder's bid price from the arithmetic mean.
- v. The Standard Benchmark price shall only be used where the population of the bidders making the Bid Prices (at-the market price), i.e., bidders whose administrative, legal, technical, and financial bid submissions are deemed compliant are **more than Five (5)**. In a case where there are **less than Five (5)** bidders whose administrative, legal, technical, and financial bid submissions are compliant, the Public Entity's Estimate shall be used.
- vi. Bidders whose Bid Prices vary by more **than 10% up or 10 % down** from the respective Standard 'Benchmark' Price(s) calculated for project shall be deemed to be non-compliant and shall be rejected as far the project is concerned.
- vii. In a case of a situation highlighted in (v) above, bidders whose bid prices vary by more than 10% up or 10% down from the Public Entity's estimate shall be deemed to be non-compliant and shall be rejected as far as the project is concerned.

Initials: _____

7.2 The National Preference and Margin of preference for Non-Consultancy are to be applied as follows:

Category of National Preference (Non consultancy)	Margin of Preference
1. Namibian Shareholding	3%
2. Services to be rendered by Namibian citizens: (aa) 1% - if between 50% - 60% of the key employees to render the service inclusive of management are Namibian citizens. OR (bb) 2% - if more than 60% of the key employees to render the service inclusive of management are Namibian citizens; OR (cc) 3% - if 100% semi-skilled labour are Namibian citizens;	
3. Material: 2% - if the bidder has signed a declaration that 50% of the total value of goods or materials to be used for the works are manufactured, grown, mined or extracted in Namibia.	2%
Total	8%

To benefit as outlined above, bidders must include a declaration on page in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

*Note: If a bidder qualifies for margins of preferences on more than one basis, all such preferences must be granted to the bidder **but not more than 8%** and, when considering the bid, the **bid price must be reduced** with the amount determined in accordance with the below formula.*

The formula for calculating the margin of preference is as follows:

$$A = \frac{MP \times BP}{100}$$

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; and
- (c) “BP” represents the bid price

Initials: _____

Financial Evaluation and ranking of Bidder's in terms of Margin of Preferences -National Preferences (Non-Consultancy Services)

Category of National Preference (non-consultancy services)	Bidder A	Bidder B	Bidder C etc
Namibian Shareholding 3%			
Services to be rendered by Namibian citizens: (aa) 1% - if between 50% - 60% of the key employees to render the service inclusive of management are Namibian citizens; OR			
(bb) 2% - if more than 60% of the key employees to render the service inclusive of management are Namibian citizens; OR			
(cc) 3% - if 100% semi-skilled labour are Namibian citizens;			
Material to be used : 2% - if the bidder has signed a declaration that 50% of the total value of goods or materials to be used for the works are manufactured, grown, mined or extracted in Namibia.			
Total Preference awarded			
Total Price before preference after the Z-score			
Total Price after preference			
Total Price of the bidders after preference			
TOTAL	10%		

Initials: _____

STAGE 4**8. POST AWARD REQUIREMENTS (Successful bidders will be required to provide the following before contract signing):**

- a.** Provide proof of working capital to the value of two (2) months of the bid price quoted per lot in the form of a commitment letter or bank statements from any registered financial institution. *(Working capital for one month will be calculated as the total quoted amount per lot divided by 36 months).*
- b.** Provide proof of insurance worth twenty percent (20%) of the value of the Lot the bidder bid for from the any registered insurance companies or any legally registered Financial Institutions.

If a bidder fails to obtain a working capital and insurance as indicated under Item 8(a)(b) above within 30 days from the letter of the award date, the Procuring Agent will award to the next responsive bidder

Initials: _____

Section IV. - Bidding Forms**Table of Forms**

Bid Submission Form.....	50
Bid Securing Declaration.....	52
Written Undertaking in terms of Section 138 of the Labour Act, 2007.....	53
Company Shareholding Information Form.....	55
Special Power of Attorney.....	56
Curriculum Vitae	57
Assignments Completed Form	58
Qualification Information	59

Initials: _____

Bid Submission Form

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

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

Date: _____

Bidder's Reference No.: _____

Procurement Reference No.:

To: The Manager: Procurement and Tender Compliance
 Roads Authority
 c/o Mandume Ndemufayo and David Hosea Meroro Avenue
 Southern Industry
 Ground Floor – Tender Box
 Windhoek

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
- (b) We offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.
- (c) The total price of our Bid in Namibia Dollars VAT Inclusive, after discounts offered in item (d) below is:

		Cleaning Services
Total quoted amount (lot 1):	N\$	
	(In words)	
Total quoted amount (lot 2):	N\$	
	(In words)	
Total quoted amount (lot 3):	N\$	
	(In words)	
Total quoted amount (lot 4):	N\$	
	(In words)	
Total quoted amount (lot 5):	N\$	
	(In words)	

NB: The total amounts/figures in the table above are to be transferred to the cover page.

Initials: _____

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our bid shall be valid for a period of _____ 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 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 hereby confirm that we are not Employees of the Roads Authority and/or members of their household/family. We further acknowledge that we will get disqualified should we found to be conflicted in terms of the Roads Authority Conflict of Interest Policy.
- (l) We understand that this bid, together with your written acceptance thereof included in your Notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount in Namibia Dollars	Purpose of Commission or gratuity
(if none, state "none")		

- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: _____

In the capacity of: _____

Signed: _____

⁵ Use one of the two options as appropriate.

Initials: _____

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

Date: _____

Seal of Company _____

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

Date: *Day*|.....*month*.....2026

Procurement Ref No.: NCS/ONB/RA-01/2026

To: Roads Authority
Private Bag 12030
Ausspannplatz
Windhoek

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

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

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

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

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

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

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

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

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

Company Stamp

[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.]

Initials: _____

Initials: _____



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:.....

Initials: _____

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.

Initials: _____

COMPANY SHAREHOLDING INFORMATION FORM

Name of Shareholders and the percentage shares owned:

Name of Shareholder	Namibian (Yes/No)	Age	Previously Disadvantaged Namibian (Yes/ No)	Non-Namibian Citizen (Yes/No) If not Namibian, State Nationality	Full time employed by the bidder (Yes/No)	Percentage shares owned by woman and youth	Percentage shares
							Total = 100%

Initials: _____

POWER OF ATTORNEYDate: *[insert day, month, and year]*

The Manager: Procurement and Tender Compliance
Roads Authority
c/o Mandume Ndemufayo and David Hosea Meroro Avenue
Southern Industry
Ground Floor – Tender Box
Windhoek

Dear Sir/Madam,

RE: PROCUREMENT NO. NCS/ONB/RA-01/2026: SPECIAL POWER OF ATTORNEY

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

Title and Name _____
Signature _____

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

Place _____
Date _____
Name _____

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

Initials: _____

CURRICULUM VITAE

FORMAT of Curriculum Vitae for SITE SUPERVISOR AND CLEANERS

Procurement Reference No. NCS/ONB/RA-...../2026

**Subject: PROCUREMENT OF OFFICE CLEANING SERVICE FOR RA OFFICES
COUNTRY-WIDE FOR A PERIOD OF 36 MONTHS**

Name of Bidder's staff (Site Supervisors/Cleaners)	
Date of Birth	
Nationality	
Number of years working experience in Office Cleaning services of a corporate environment / corporate entity	

Highest Academic Qualification:

Names of Institutions – tertiary only – if any	Qualifications Obtained	Year Obtained

Employment and experience record: related to similar assignment of this request [starting with present position, list in reverse order every employment held in cleaning service in last two or more years. Attach reference letters from the employer

No.	Titles/Positions Held	Dates/Years Position Held	Name of Employing Organisation	Locations of assignments	Types of activities performed/experience obtained related to cleaning services

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and experiences.

Date: Day/Month/Year

Signature:

Full Name:

Initials: _____

ASSIGNMENT COMPLETED FORM**Procurement Reference No. NCS/ONB/RA-...../2026****Subject: PROCUREMENT OF OFFICE CLEANING SERVICE FOR RA OFFICES FOR A PERIOD OF THREE (3) YEARS/36 MONTHS****Assignments/Projects of similar nature (Cleaning Services Successfully Completed during the last two (2) or more years**

No.	Name of Organisation to which cleaning services was offered	Nature of the assignment e.g Cleaning Services	Cost of assignment / Project/ Tender awarded	Start Date	Completion Date	Was the assignment satisfactorily completed

Note: Please attach reference letters from the employer/client by way of documentary proof.

Initials: _____

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 two 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 two 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)			

Initials: _____

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. **Bidders to provide letter of intent as proof.**

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

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

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

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

**2. Joint Ventures
Not Applicable**

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

Initials: _____

- 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.

Initials: _____

Part II – Activity Schedule

Initials: _____

Section V – Cleaning Activity Schedule

CLEANING ACTIVITIES

OFFICE AREAS

ACTIVITY	FREQUENCY
Empty and wipe all waste paper baskets	Daily (morning and afternoon)
Dust all low level horizontal surfaces	2 x weekly
Wipe telephone instruments	2 x weekly
Wipe doors and doorframes	2 x weekly
Sweep and mop un carpeted areas	Daily
Polish hard floors	Weekly
Spot clean walls	2 x weekly
Dust all high ledges, fittings and fixtures	3 x weekly
Wipe wooden desktops and furniture	Daily
Spot clean glass partitions/entrance doors	Daily
Vacuum carpeted floors	2 x Weekly
Deep Clean Carpeted Floor	Twice a year (2 x)
Remove scuff marks from walls	Daily
Wipe and shine stainless steel surfaces	Daily
Wipe all tiles	Weekly
Clean all kitchen utensils and furniture such as microwaves, fridges, cupboards, etc	As and when required
Wash windows	Quarterly
Cleaning office chairs	As and when required
Dust and Clean Blinds	Once a Month

TOILET AREAS

Clean and wash basins	Daily
Clean both sides of WC pans and urinals	Daily
Polish mirrors, pipes, chrome fittings and porcelain wall tiles	Daily
Wipe door/door frames	Daily
Wipe all waste receptacles	Daily
Sweep and mop floors with disinfectants	Daily

Initials: _____

STAIRCASES AND SURROUNDINGS

Sweep and damp mop stairs	weekly
Dust and wipe handrails and banisters	Weekly
Dust and wipe fire hose reels and extinguishers' units	Weekly
Spot clean walls	Weekly
Keep surrounding of building litter and spillage free	Weekly
Sweep and damp mop outside passages	Weekly
Prune trees, remove grass and weeds	As and when required
Trim and water lawn	Daily
Attend to garden bedding	Monthly
Remove garden refuse to dumping area	Monthly
Sweep/remove spillage at staff parking	Weekly
Clean the yard	Occasionally
Clean the water channels i.e. spillage in the water channel	As and when required
Clean vehicle testing pits	Daily
Deep clean Tiled offices , cash hall	Once annually

Initials: _____

SECTION VI – SCOPE OF SERVICE AND PERFORMANCE SPECIFICATIONS

A. Office Cleaning Services

Purpose of the service

The Roads Authority herein referred to as the Procuring Agent requires the Service Provider to provide general Office Cleaning Services inclusive of materials and equipment to its **Aranos District Office, Ariamsvlei Weighbridge, Aris Weighbridge, Bethanie District Office, Brakwater Weighbridge, Central Laboratory, Eenhana NaTIS Office, Gobabis District Office, Gobabis Weighbridge, Gobabis N NaTIS Office, Grootfontein District & RTTI Office, Grootfontein NaTIS Office, Karasburg District Office, Karasburg NaTIS Office, Karibib NaTIS Office, Katima Mulilo District Office, Katima Mulilo NaTIS Office, Katima Mulilo Weighbridge, Keetmanshoop NaTIS Office, Keetmanshoop Regional Office, Keetmanshoop Transport Inspectorate Regional Office, Luderitz NaTIS Office, Maltahohe District Office, Mariental NaTIS Office, Mariental District Office, NaTIS Tal Street Office, NaTIS Valley, Nkurenkuru NaTIS Office, Noordoewer Weighbridge, Okahandja District Office, Okahandja NaTIS Office, Ondangwa NaTIS Office, Ongwediva NaTIS Office, Ongwediva Regional Office, Onhuno Weighbridge, Opuwo NaTIS Office, Opuwo District Office, Oranjemund NaTIS Office, Oshivelo Weighbridge, Otjinene NaTIS Office, Otjiwarongo Regional Office, Otjiwarongo NaTIS Office, Oshakati NaTIS Office, Outapi NaTIS Office, Outjo District Office, Outjo NaTIS Office, Rehoboth District Office, Rehoboth NaTIS Office, Roads Authority Head Office, Rosh Pinah Weighbridge, Ruacana Natis Office, Rundu District Office, Rundu NaTIS Office, Rundu Regional Office, Swakopmund District Office, Swakopmund NaTIS Office, Tsumeb NaTIS Office, Usakos District Office, Walvis Bay NaTIS Office, Walvis Bay Weighbridge** to the highest industry standards and not less than in accordance with the minimum service levels outlined below.

The resources used will be for the Service Provider's own account, taking responsibility for all risks including management of cleaning staff, servicing of cleaning equipment, management of cleaning material, refuse removal and cleaning material stock control.

Purpose of the service

The Roads Authority herein referred to as the Procuring Agent requires the Service Providers to provide an all-inclusive cleaning services (including sanitation and maintenance of the hygienic conditions) and provision of cleaning materials and equipment in and around the Roads Authority properties to the highest industry standards and not less than in accordance with the minimum service levels outlined below.

[It is for the Service Provider to determine its cleaning strategy in terms of human resource and equipment to deploy within the working hours that are indicated by the Employer].

Areas included in the scope of services

Roads Authority is seeking cleaning services for areas as listed in Section IV, Priced Activity Schedule. It includes all offices, common area workspaces, balconies, corridors, windows, blinds, carpets, toilets, bathrooms, lifts, stairs, storerooms, board rooms, parking areas, balconies, gardens, paving and yards.

Initials: _____

Cleaning Services

Cleaning of Building Interior & Exterior

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.

Cleaning days and cleaning times

Office cleaning should take place on weekdays, Monday to Friday, between the hours of **08:00am and 17:00pm**. Cleaning of bathrooms and common areas shall also take place during lunch breaks, and in case of meeting rooms, every room after each meeting. No changes in the agreed days or time can be made without prior to obtaining clearance by the Employer's cleaning supervisor.

1) General Cleaning Specifications

Daily Cleaning Activities:

- All rubbish bins and plastic bags emptied and the bags replaced.
- Horizontal surfaces that are clear of obstructions should be dusted or vacuum cleaned.
- Visible dirt, shoe marks should be vacuumed cleaned or washed from floor surfaces.
- Glass doors in front of reception cleaned to remove all visible marks.
- Stair surfaces and elevators cleaned to remove all signs of visible dirt and shoe marks.
- All sanitary ware (washbasins, WC pans, urinals) and mirrors in the Toilets should be cleaned to remove all traces of visible dirt.
- Garbage bin in Toilets emptied and toilet floors washed to remove all traces of visible dirt.
- Toilet consumables (toilet paper, hand towels and liquid soap) re-stocked.
- Cleaning of the outside grounds and ensuring the outside grounds within the Employer's compound are tidy and free from debris, rubbish, leaves, etc.
- Cleaning vehicle testing pits
- Cleaning and wash floors with an appropriate disinfectant to maintain high gloss
- Trim and water lawn
- Dusting contents of each room, hard surfaces and partitions, all artwork and frames (should be handled with care), wooden panels and partitions.
- Sweep balconies and pavings

Weekly Cleaning Activities:

- Carpets/ linoleum vacuum cleaned and washed from wall to wall including moving any chairs or other easily moved obstructions.
- Vertical free areas cleaned to remove dust, cobwebs and visible dirt.
- Lamps, pictures, closets, phones, doors (including handles) and frames, chair legs, ceiling lamps, window sills dusted or cleaned as necessary to remove visible dirt.
- Banisters in stairwells dusted and wiped clean.
- The upholstered furniture vacuum cleaned.

Initials: _____

- The doors, glass panels, the skirting boards and shelves, dusted or wiped clean as necessary to remove visible dirt.
- Toilet WC pans and urine pans – thoroughly cleaned to remove all traces of chalk and stains.
- Outside grounds
- Dusting blinds
- Wash balconies and pavings

Monthly Cleaning Activities:

- Air condition ventilators, electric fans and ceiling lights cleaned
- Attend to garden bedding
- Remove garden refuse to dumping area
- Clean Blinds

Every Three Months:

- Cleaning of inside windows in accordance with best industry standards for window cleaning.

As and when required:

- Clean all kitchen utensils
- Prune trees, cut grass and remove weeds
- Clean the yard
- Clean the water channels i. spillage on the water channel
- Deep clean offices tiled, cash halls
- Clean office chairs
- Cleaning of outside/inside windows in accordance with best industry standards for window cleaning
- De-bushing, uprooting and Clearing of grasses
- Deep cleaning/washing carpeted office

2) Specific Cleaning Activities:

The Service Provider shall also provide the services of cleaning attendants as indicated under to undertake cleaning of the toilets during office hours. The attendants shall, on a twice daily basis or as may be required, perform the following tasks: Clean/disinfect all sanitary ware (washbasins, taps, WC pans, door handles, etc.) and mirrors cleaned to remove all traces of visible dirt. Garbage bin emptied, floors washed to remove all traces of visible dirt. Toilet consumables (paper hand towels and liquid soap) re-stocked.

3) Cleaning Equipment and Cleaning Consumables

The Service Provider shall make available, at its own cost, all necessary equipment, machinery and materials as required to adequately perform the services including but not limited to:

- Industrial (where applicable) vacuum machine with clean air filter for vacuuming and washing carpets
- Rubbish carts
- Mowing Machine and other machines to cut trees and remove weeds
- Dusters, brooms, brushes, buckets and mops
- Ladders
- Pressure washer
- Wet Floor Signs
- Rakes
- Spades
- Cloths

Initials: _____

- Dishwashing liquid and hand soap, air-freshener's, disinfectants and other cleaning materials needed
- 2ply Toilet Papers and paper hand towels
- Masks and Hand Gloves
- Air-fresheners;
- Carpet, windows and blinds cleaning materials such as carpet fresh, shampoo/cleaner, stain remover, carpet, etc.
- Vehicles to be used in support of cleaning operation

B. Performance Monitoring

1. Objective:

The Representatives of the Procuring Agent and the Service Provider shall meet at least **once every month** or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service. The Representatives of the Procuring Agent/Employer and the Service Provider will come up with the performance monitoring agreement of which a report will be signed by both parties and attached to the monthly payment/invoice.

2. Management Meetings

The representatives of the Procuring Agent/Employer shall, after consultation with the Service Provider, set up a Management Committee comprising of Procuring Agent/Employer's representatives who are involved in one way or the other in the administration of the cleaning services at the organizational or regional levels, and the supervisory staff of the Service Provider who are responsible for the sites that have been entrusted to the Service Provider. There shall be separate committee arrangements where the contract of the Roads Authority has been awarded to two or more Service Providers.

Management meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at regional or section level for day to day matters.

The scope of the Committee(s) shall be for:

- (a) Reviewing major shortcomings that have occurred on the sites in the past months and measures taken thereon;
- (b) Taking cognizance of complaints made by the Employer's representatives and action taken by the Service Provider;
- (c) Attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement;
- (d) Assessing the arrangements made by the Service Provider in terms of human resource and logistics; and
- (e) Attending to other matters related to contractual obligations of the Service Provider(s).

Appropriate records of the Management Meetings shall be kept by the Procuring Agent/Employer.

3. Post Contract Evaluation Report

After the completion of the contract period, the Procuring Agent / Employer shall prepare overall performance report that shall reflect the service level based on recorded facts and such report shall be kept in the procurement file for future RA procurement reference.

Initials: _____

C. Special Conditions of Contract**1. Objective**

The objective of the Scope of Service is to provide cleaning services to Roads Authority offices country-wide or partially for a period of three (3) years / thirty-six (36) months. A Service Contract shall be entered into between the successful bidder(s) and the Roads Authority.

2. Requirement for the Services Provider

- 2.1 Provide professional cleaning services to the Roads Authority properties/premises as per the price activity schedule.
- 2.2 Regular supervisory visits shall be conducted to monitor the performance of the cleaning personnel on a constant basis.
- 2.3 It must be a registered business with well-established and maintained infrastructure suitable to support the service required.
- 2.4 This service provider must provide its physical address where its offices are located, and all its operations are taking place from.
- 2.5 Under this agreement, the Roads Authority reserves all rights to reduce or expand the service within thirty (30) days through a written notice to the service provider or terminate the service if it is not executed as agreed and or is not of the quality required or when the services are not required anymore.
- 2.6 The service provider must be aware and ready to be held responsible/liable for any damage or theft that may be caused to Roads Authority properties or contents, by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise.
- 2.7 The service provider shall be responsible to clean and protect all the assets at Roads Authority properties/premises and will be held financially accountable for any losses or negligence or poor performance of duties from their side has led to the loss (es). After every incident, Roads Authority will institute an investigation to establish whether negligence or poor performance has occurred.
- 2.8 In case of a strike, or downing of tools by the cleaning personnel as a result of any nature of dispute between the service provider and its employees, the service provider shall notify Roads Authority on time and shall ensure cleaning services are not interrupted as a result of his/her cleaning personnel's actions, failing which resulting to Roads Authority to cancellation of the contract.
- 2.9 Roads Authority reserves the right to instruct the service provider to remove any cleaning personnel who in the opinion of Roads Authority is misbehaving, incompetent and or uncooperative.

Initials: _____

- 2.10 The contract prices adjustment shall be as agreed and gazette in the labour Act directives and should be also discussed and awarded based on the agreed grounds between Roads Authority and the service provider.
- 2.11 It shall also comply with the related legislations in respect of wages, leave entitlement and pension contributions for its personnel.
- 2.12 **The service provider will be held responsible for any damage or thefts that may be caused to RA or contents, by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by RA against the service provider**

3. Requirements for Service Provider's Staff and Labour

- 2.1 The bidder is required to provide vigilant cleaning personnel and should be always equipped with adequate materials and cleaning equipment to provide efficient and professional cleaning services to the Roads Authority.
- Vigilant – Means to be alert or keep careful watch for possible danger or difficulties.
- 2.2 The cleaning personnel must keep an attendance register(s) at all time.
- 2.3 All cleaning personnel must be Namibian citizens and must always be in identifiable uniform with clear **name tags, company's logo and or badges.**
- 2.4 All cleaning personnel must be able to write, read and speak (communicate) in English as the National official language.
- 2.5 Cleaners and supervisors must be physically and mentally fit to execute tasks they are assigned to perform.
- 2.6 Cleaners must be well trained on how to use the materials and equipment, and know how to perform and deliver quality services before deployed onsite.
- 2.7 No cleaners with criminal records or convicted must be deployed at the sites.
- 2.8 **The bidder must provide / have a more senior person (Supervisor) stationed in the Region of the site(s) who will check on the cleaning personnel from time to time and who can be contacted by Roads Authority if problems arise. The remuneration of this senior person / supervisor is not to be included in the bid, instead the bidder should include it as part their mark-up/profit margin; and**

Initials: _____

Initials: _____

Section VII. Priced Activity Schedule

Contract NCS/ONB/RA-01/2026

FOR**THE PROVISION OF CLEANING SERVICES TO ROADS AUTHORITY OFFICES
COUNTRY WIDE FOR A PERIOD OF THREE (3) YEARS**

The Procuring Agent may increase or decrease the number of cleaners and or cleaning sites when the need arises. Invoicing should be done monthly and no advance payments will be made.

LOT 1: Provision of Cleaning Services in Keetmanshoop Region
LOT 2: Provision of Cleaning Services in Windhoek Region
LOT 3: Provision of Cleaning Services in Otjiwarongo Region
LOT 4: Provision of Cleaning Services in Rundu Region
LOT 5: Provision of Cleaning Services in Oshakati Region

Initials: _____

LOT 1. KEETMANSHOOP REGION

NO.	SITE	NO. OF CLEANERS	MONTHLY LABOUR UNIT PRICE [SALARIES]	MATERIALS PER MONTH (CLEANING MATERIAL COSTS + BUSINESS RUNNING COST + PROFIT MARGIN + VAT)	ANNUAL CONTRACT PRICE FOR YEAR 1 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 2 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 3 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	3 YEARS COMBINED TOTAL CONTRACT AMOUNT
1	Ariamsvlei Weighbridge	One (1)						
2	Oranjemund NaTIS	Two (2)						
3	Karasburg District Office	One (1)						
4	Karasburg NaTIS Office	Two (2)						
5	Rosh Pinah Weighbridge	One (1)						
6	Luderitz NaTIS Office	Two (2)						
7	Bethanie District Office	One (1)						
8	Keetmanshoop NaTIS Office	Two (2)						
9	Keetmanshoop Regional Office	Two (2)						
10	Keetmanshoop RTTI Regional Office	One (1)						
11	Aranos District Office	One (1)						
12	Mariental District Office	One (1)						
13	Mariental NaTIS Office	Two (2)						

Initials: _____

LOT 2. WINDHOEK REGION

NO.	SITE	NO. OF CLEANERS	MONTHLY LABOUR UNIT PRICE [SALARIES]	MATERIALS PER MONTH (CLEANING MATERIAL COSTS + BUSINESS RUNNING COST + PROFIT MARGIN + VAT)	ANNUAL CONTRACT PRICE FOR YEAR 1 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 2 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 3 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	3 YEARS COMBINED TOTAL CONTRACT AMOUNT
1	Maltahohe District Office	One (1)						
2	Rehoboth District Office	One (1)						
3	Rehoboth NaTIS Office	Two (2)						
4	ArisWeighbridge	Two (2)						
5	Central Laboratory	Two (2)						
6	Windhoek Permit & RTTI Office	One (1)						
7	Windhoek Regional Office	One (1)						
8	Roads Authority Head Office	Eleven (11)						
9	NaTIS Tal Street Office	Two (2)						
10	NaTIS Valley	Three (3)						
11	Brakwater Weighbridge	Two (2)						
12	Otjinene Weighbridge	One (1)						
13	Gobabis District Office	One (1)						
14	Gobabis NaTIS Office	Two (2)						
15	Gobabis Weighbridge	Two (2)						
16	Okahandja District Office	One (1)						
17	Okahandja NaTIS Office	Two (2)						

Initials: _____

LOT 3. OTJIWARONGO REGION

NO.	SITE	NO. OF CLEANERS	MONTHLY LABOUR UNIT PRICE [SALARIES]	MATERIALS PER MONTH (CLEANING MATERIAL COSTS + BUSINESS RUNNING COST + PROFIT MARGIN + VAT)	ANNUAL CONTRACT PRICE FOR YEAR 1 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 2 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 3 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	3 YEARS COMBINED TOTAL CONTRACT AMOUNT
1	Otjiwarongo Regional Office	One (1)						
2	Otjiwarongo NaTIS Office	Two (2)						
3	Usakos District Office	One (1)						
4	Outjo District Office	One (1)						
5	Outjo NaTIS Office	Two (2)						
6	Karibib NaTIS Office	One (1)						
7	Swakopmund District Office	One (1)						
8	Swakopmund NaTIS Office	Two (2)						
9	Walvis Bay NaTIS Office	Three (3)						
10	Walvis Bay Weighbridge	Three (3)						

Initials: _____

LOT 4. RUNDU REGION

NO	SITE	NO. OF CLEANERS	MONTHLY LABOUR UNIT PRICE [SALARIES]	MATERIALS PER MONTH (CLEANING MATERIAL COSTS + BUSINESS RUNNING COST + PROFIT MARGIN + VAT)	ANNUAL CONTRACT PRICE FOR YEAR 1 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 2 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 1 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	3 YEARS COMBINED TOTAL CONTRACT AMOUNT
1	Tsumeb NaTIS Office	Two (2)						
2	Grootfontein District & RTTI Office	Two (2)						
3	Grootfontein NaTIS Office	Three (3)						
4	Rundu District Office	One (1)						
5	Rundu NaTIS Office	Three (3)						
6	Rundu Regional Office	One (1)						
7	Nkurenkuru NaTIS Office	One (1)						
8	Katima Mulilo District Office	One (1)						
9	Katima Mulilo NaTIS Office	Two (2)						
10	Katima Mulilo Weighbridge	Two (2)						

Initials: _____

LOT 5. OSHAKATI REGION

NO	SITE	NO. OF CLEANERS	MONTHLY LABOUR UNIT PRICE [SALARIES]	MATERIALS PER MONTH (CLEANING MATERIAL COSTS + BUSINESS RUNNING COST + PROFIT MARGIN + VAT)	ANNUAL CONTRACT PRICE FOR YEAR 1 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 2 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	ANNUAL CONTRACT PRICE FOR YEAR 3 (LABOUR & MATERIALS) SALARIES & CLEANING MATERIAL COST	3 YEARS COMBINED TOTAL CONTRACT AMOUNT
1	Oshivelo Weighbridge	Two (2)						
2	Ondangwa NaTIS Office	One (1)						
3	Eenhana NaTIS Office	Two (2)						
4	Onhuno Weighbridge	Two (2)						
5	Ongwediva Regional Office	Two (2)						
6	Ongwediva NaTIS Office	Three (3)						
7	Oshakati NaTIS Office	Three (3)						
8	Outapi NaTIS Office	Two (2)						
9	Ruacana NaTIS Office	One (1)						
10	Opuwo District Office	One (1)						
11	Opuwo NaTIS Office	Four (4)						

Initials: _____

Price rates must be inclusive of VAT

Priced Activity Schedule Authorised by:

Name:		Signature:	
Position:		Date:	
Authorized for and on behalf		Company	
Priced Activity Schedule Authorised By:			

Initials: _____

Part III –Contract

Initials: _____

Section VIII. General Conditions of Contract

Initials: _____

Table of Contents

A. General Provisions	83
1.1 Definitions.....	83
1.2 Applicable Law	84
1.3 Language.....	84
1.4 Notices	84
1.5 Location	84
1.6 Authorized Representatives	84
1.7 Inspection and Audit by the Public Entity	85
1.8 Taxes and Duties.....	85
2. Commencement, Completion, Modification, and Termination of Contract	85
2.1 Effectiveness of Contract.....	85
2.3 Intended Completion Date	85
2.4 Modification.....	85
2.5 Force Majeure	85
2.6 Termination.....	86
3. Obligations of the Service Provider.....	88
3.1 General.....	88
3.2 Conflict of Interests.....	88
3.3 Confidentiality	86
3.4 Assignment	87
3.5 Indemnification	87
3.6 Insurance to be Taken Out by the Service Provider	89
3.7 Service Provider's Actions Requiring Employer's Prior Approval.....	90
3.8 Reporting Obligations	90
3.9 Documents Prepared by the Service Provider to Be the Property of the Employer	90
3.10 Liquidated Damages	91
3.11 Performance Security.....	91
4. Service Provider's Personnel	91
4.1 Description of Personnel.....	91
4.2 Removal and/or Replacement of Personnel	92
5. Obligations of the Employer	92
5.1 Assistance and Exemptions.....	92
5.2 Change in the Applicable Law.....	92
5.3 Services and Facilities.....	92
6. Payments to the Service Provider.....	92
6.1 Time-Based Remuneration	92
6.2 Contract Price.....	93
6.3 Payment for Additional Services, and Performance Incentive Compensation	93
6.4 Terms and Conditions of Payment.....	93
6.5 Interest on Delayed Payments.....	93
6.6 Price Adjustment.....	93
6.7 Dayworks	94
6.8 Labour Clause	94

Initials: _____

7. Quality Control	95
7.1 Identifying Defects.....	95
7.2 Correction of Defects, and lack of Performance Penalty.....	95
8. Settlement of Disputes	96
8.1 Amicable Settlement.....	96
8.2 Dispute Settlement.....	96

Initials: _____

Section VIII. 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 Procuring Agent **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) “Procuring Agent” 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 Procuring Agent or the Service Provider, as the case may be, and “Parties” means both of them;

Initials: _____

- (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 Procuring Agent;
- (o) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Procuring Agent;
- (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 Procuring Agent;
- (r) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid;
- (s) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;

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 Procuring Agent or the Service Provider may be taken or executed by the officials **specified in the SCC**.

Initials: _____

- | | |
|--|---|
| 1.7 Inspection and Audit by the Public Entity | The Service Provider shall permit the Procuring Agent 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 Procuring Agent for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated. |
| 2.2.2 Starting Date | The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC . |
| 2.3 Intended Completion Date | Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.10. In this case, the Completion Date will be the date of completion of all activities. |
| 2.4 Modification | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. |
| 2.5 Force Majeure | |
| 2.5.1 Definition | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. |

Initials: _____

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.6 Termination

2.6.1 By the Procuring Agent

The Procuring Agent 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 Procuring Agent 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 Procuring Agent 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 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 Procuring Agent may terminate the contract 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 Procuring Agent, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within Sixty (60) days after receiving written notice from the Service Provider that such payment is overdue; or

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

Initials: _____

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Agent 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 Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Initials: _____

- 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 Procuring Agent's business or operations without the prior written consent of the Procuring Agent.
- 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 Procuring Agent.
- 3.5 Indemnification** The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Procuring Agent, 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 Procuring Agent's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.
- 3.6 Insurance to be Taken Out by the Service Provider**
- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
 - (b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's

Initials: _____

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 Procuring Agent's Prior Approval

The Service Provider shall obtain the Procuring Agent'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 Procuring Agent 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

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

Initials: _____

- Property of the Procuring Agent** such documents and software to the Procuring Agent, 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 Procuring Agent 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 Procuring Agent 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 Procuring Agent 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 Procuring Agent 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.

Initials: _____

- 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 Procuring Agent's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agent.
 - (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 Procuring Agent 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 Procuring Agent 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

Initials: _____

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. Roads Authority payment terms is thirty (30) days after receipt and acceptance of an invoice. An invoice must be submitted to Roads Authority before or on the 5th day of each month for payment to be made in time.
- 6.5 Interest on Delayed Payments** 6.5 If the Procuring Agent has delayed payments beyond thirty (30) 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:

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

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 labour costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

Initials: _____

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 30 days before Bid opening for labour; 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 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

Initials: _____

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 the Public Entity administering the contract may require satisfying himself that the provisions under this clause have been complied with.

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

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

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Procuring Agent 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 Procuring Agent 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 Procuring Agent 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.

Initials: _____

- (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 Procuring Agent's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Procuring Agent 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 Procuring Agent 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 adjudication 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 Procuring Agent 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 Procuring Agent and the Service Provider. In case of disagreement between the Procuring Agent and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing

Initials: _____

Authority **designated in the SCC** at the request of either party, within 15 days of receipt of such request.

Section IX. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator proposed by the Procuring Agent is a person to be nominated by the President of the Law Society of Namibia on the instruction of the Procuring Agent The Adjudicator proposed by the Procuring Agent: Adjudication will be as per the Laws of Namibia. The adjudication procedures of the following institutions will be used: Following notice of intention to commence arbitration issued by either party, an Adjudicator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitration to be appointed by a judge in Chambers of Namibia. The Arbitrator fees as taxed will borne by the losing party. Any decision of the Adjudicator shall be final and binding to both parties.
1.1(c)	The Contract Period is: Three (3) years
1.1(d)	The contract name is: Provision of Cleaning Services to Roads Authority for a period of three (3) years.
1.1(g)	The Procuring Agent: Roads Authority
1.1(k)	The Member in Charge is H Namushinga: Manager – Administration & Shared Services
1.4	The addresses for delivery of notices are: For notices, the Procuring Agent's address shall be: Attention: Chief Executive Officer (CEO) Roads Authority City: Windhoek Telephone: +264-61-284 7000 Service Provider: _____ Attention: _____ Facsimile: _____

Initials: _____

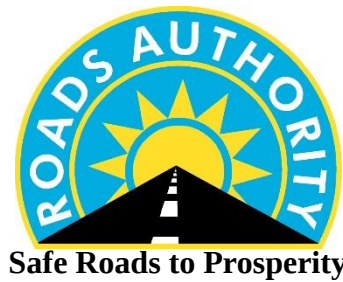
1.6	The Authorized Representatives are: For the Procuring Agent: Chief Executive Officer For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is the date of signing of the contract.
2.2.2	The Intended Starting Date for the commencement of Services is as agreed by both parties
2.3	The Intended Completion Date is: three(3) years after commencement of the contract
3.2.3	Activities prohibited after termination of this Contract are: Access to the Roads Authority premises and any use of the Roads Authority infrastructures
3.7(d)	Not Applicable
3.9	Restrictions on the use of documents prepared by the Service Provider are: None
3.10.1	The liquidated damages rate is 1% per day. The maximum amount of liquidated damages for the whole contract is 5% percent of the final Contract Price.
3.10.3	The percentage to be used for the calculation of Lack of performance Penalty/(ies) is 1% of the monthly contract amount The Defects Liability Period is 30 calendar days.
3.11	The service provider shall provide the Performance Security to the Procuring Agent – Not Applicable
5.1	The assistance and exemptions provided to the Service Provider are: Not Applicable
6.4	Advance Payment: Not Applicable
6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 30 days in the case of the final payment. The interest rate will be as per that prime month rate
6.6.1	Price adjustment must be in accordance with industry minimum wage adjustment for the year under review.

Initials: _____

7.1	The procedures for inspection of the Services by the Procuring Agent are as follows: • Cleaning personnel will be randomly inspected by the employer • Site visit • Demand service reports, and • Physical inspection of the personnel and materials in use The Defects Liability Period is 2 hours after notification
8.2.3	Adjudication as per the Laws of Namibia
8.2.4	The adjudication procedures of the following institutions will be used: <i>“Following notice of intention to commence adjudication issued by either party an Adjudicator shall be appointed by both parties to the dispute or in any case of disagreement, by an Adjudicator to be appointed by a judge in Chambers of Namibia. The Adjudicator taxed fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</i>
8.2.5	The designated Appointing Authority for a new Adjudicator is Law Society of Namibia.

Initials: _____

Section X. Contract Forms



1. Letter of Acceptance

[date]

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

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

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

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

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

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

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

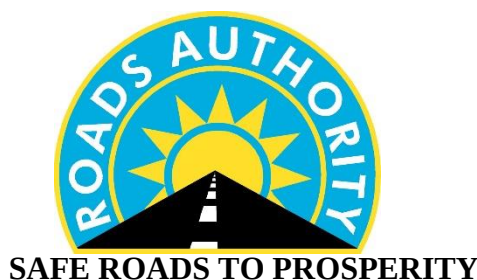
Authorized Signature: _____

Name and Title of Signatory: _____

Name of Service Provider: _____

Enclosure: Contract (in two originals)

Initials: _____



2. Form of Contract

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors (Not used)

2. The mutual rights and obligations of the Procuring Agent 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

Initials: _____

- (b) The Procuring Agent 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 *Roads Authority*

[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]

Initials: _____