

# Nafidi Town Council



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## HELAO NAFIDI TOWN COUNCIL

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Tel: 065- 261 900

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Private Bag 503

Ohangwena

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### Procurement of Waste Collection and Removal from Oshikango West Side

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Procurement Reference No: NCS/ONB/HNTC-02/2024/25

Name of Bidder: .....

E-mail of Bidder: .....

Contact No. of Bidder: .....

Bidder Amount: .....

**Deadline for submission of bids: 16 August 2024 Time: 15h00**

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# **Section I – Instructions to Bidders**

# Section I. Instructions to Bidders

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## Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 The *Helao Nafidi Town Council* also referred to herein as the Employer invites bids for the provision of waste collection and Removal services on *from Oshikango West side*) as described in Section III- Scope of Service and Performance Specifications.
- The contract shall be on the basis of fixed rates for an initial period of [24 months].*
- 1.2 Throughout these bidding documents, the terms “in writing” means any typewritten or printed communication, including e-mail, and facsimile transmission, and “day” means calendar day. Singular also means plural.
- 2. Application for Review**
- 2.1 Unsatisfied bidders shall follow procedures prescribed in the Public Procurement Act, 2015 and its Regulations apply for review to the Review Panel in respect of award of procurement contracts.
- 2.2 Application for Review shall be addressed to
- The Chairperson  
Review Panel  
Ministry of Finance  
Private Bag 13295  
Windhoek, Namibia**
- 3. Corrupt or Fraudulent Practices**
- 3.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.
- 3.2 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](http://www.mof.gov.na/procurement-policy-unit)
- 3.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- For the purpose of this Sub-Clause:

(i) “corrupt practice”<sup>1</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice”<sup>2</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice”<sup>3</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice”<sup>4</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and

(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.

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

4.1 The Employer may, in the course of bids evaluation, require the submission of signed statements from the bidders, certifying eligibility, in the absence of other documentary evidence establishing eligibility.

Eligibility compliance may refer to the following:

(a) Business registration, for which evidence may include the certificate of company registration;

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

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

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

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

- (b) Tax status, for which documentation of tax registration and tax clearance are particularly relevant;
- (c) Certifications by the Bidder of the absence of a debarment order and absence of conflict of interest; and
- (d) Certification of status regarding conviction for any offence involving fraud, corruption or dishonesty.

4.2 Government-owned enterprises in the Republic of Namibia may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

4.3 A Service Provider 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.

4.4 A list of Bidders who are disqualified or debarred from participating in public procurement in Namibia, is available on the website of the PPU: [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)

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

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

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or

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



- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

## 5. Qualification of the Bidder

- 5.1 The Bid submitted by the Bidder shall comprise the following to be eligible to participate in this bidding exercise:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Securing declaration
  - (c) Priced Activity Schedule;
  - (d) Have a valid company Registration Certificate;
  - (e) Have an original/ certified copy valid good Standing Tax Certificate;
  - (f) Have an original / certified copy valid good Standing Social Security or a print of a valid or online document issued in terms of the Electronic Transaction Act 2019 (Act 4 of 2019) subjected to the authentication or validation of such print out by a public entity during the bid evaluation process, in accordance with the authentication or validation guidelines of the issuing authority.
  - (g) Have a valid certified copy of Affirmative Action, Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
  - (h) Have a valid Certificate of Registration in respect of Motor Vehicles from NATIS of a Truck (**3-7 tone**) to be used, as a proof Of ownership in the Company's name or the

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Company's owners name.

- (i) Signed Site Inspection Certificate
- (j) Any other materials required to be completed and submitted by bidders, as specified in the BDS

5.2 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

**6. Cost of Bidding**

6.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs.

**7. Site Visit/Pre-bid Meeting**

7.1 The Bidder, at his own responsibility and risk, is encouraged to visit and examine the site(s) and its surroundings where the services are required 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.

Bidders are invited to attend a compulsory pre-bid meeting to be held at **Helao Nafidi Town Councils Boardroom**. On **02 August 2024** at **10h00** to raise any matter in the understanding of the requirements of the Employer, submission of documents etc.

Planned site visits have been scheduled as follows: **02 August 2024**

**8. Margin of Preference**

Margin of Preference shall be a factor in bid evaluation.

CATEGORY	MARGIN OF PREFERENCE
Manufacturer	2%
Micro, Small and Medium Enterprise	1%
Women owned enterprise	1%
Youth owned enterprise	2%
Previously Disadvantaged Person owned enterprise	2%
Suppliers providing environmental protection	1%
Suppliers providing employment to Namibian	1%
TOTAL	10%

## B. Bidding Documents

### 9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:

Section I	Instructions to Bidders
Section II	Bidding Forms
Section III	Scope of Service and Performance Specifications
Section IV	Activity Schedule
Section V	General Conditions of Contract
Section VI	Schedules

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 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 II and IV should be completed and returned with the bid in the number of copies specified in ITB Clause 18

### 10. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the Employer at the following address:

*Procurement Committee Secretary, P Bag 503, Ohangwena and selma@helaonafidi.org*

The Employer will respond to any request for clarification received earlier than **02 August 2024**. Copies of the Employer's response having any incidence in the preparation of bids will be forwarded to all those who received the bidding documents directly from the Employer, but without identifying its source.

- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to those who obtain the bidding documents directly from the Employer. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend the deadline for submission of bids, as necessary in accordance with ITB Sub-Clause 20.2 hereunder.

### **C. Preparation of Bids**

- 12. Language of Bid**
- 12.1 All bids, proposals and contract documents relating to the bid shall be in "English".
- 12.2 Notwithstanding the above, documents in languages other than English may be accepted with translation.
- 13. Documents Comprising the Bid**
- 13.1 The bid submitted by the Bidder shall comprise the Technical and Financial Proposals as detailed hereunder:
- (a) Qualification Information Form and Documents annexed to the Bid Submission Form in Section II;
  - (b) Documents listed in ITB Sub-Clause 5.1 and
  - (c) Proposal as required in ITB Sub-Clause 13.1
  - (d) Bid Submission Form ( contained in Section II);
  - (e) Price Activity Schedule ( Section IV);
  - (f) Bid Securing Declaration;
  - (g) following documentary evidence (required from Namibian bidders):
    - I. Have an original/ certified copy or online valid good Standing Tax Certificate
    - II. a valid original/ certified copy or online good

- standing social security certificate;
- III. a valid certified copy of the Affirmative Action Compliance Certificate;
- IV. a certified copy of a certificate indicating SME Status (for Tenders reserved to SMEs);
- V. Business Registration Certificate/Trade License;
- (h) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and.
- (i) **Have a valid Certificate of Registration in respect of Motor Vehicles from NATIS of a Truck (3-7 tone) to be used, as a proof Of ownership in the Company's name or the Company's owners name.**
- (k) **Signed Site Inspection Certificate**

#### **14. Technical Proposal**

14.1 The Bidder shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide a brief description of the Bidder's present activities. It should focus on services related to the Proposal.

The Bidder should comment on its experience in similar projects and identify the person(s) representing the Bidder in any future dealing with the Employer.

(b) Safety and Health Policy

The Bidder should produce its Safety and Health Policy and describe the arrangements made to fulfill its obligations to ensure compliance of the duty of the employer, as defined under the Occupational Safety and Health Act.

(c) Proposed Plan of Work

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point;

providing a detailed description of the essential performance characteristics proposed, and demonstrating how the proposed methodology meets or exceeds the requirements. The Bidder must submit a detailed staff management plan and cleaning plan, including the number of staff, their task, and timelines for performing cleaning tasks as outlined in Section III. In addition to the above information, as a minimum, the Bidder must submit the following documentation:

- 1) number of qualified cleaning staff (Male/Female) available, including their level of experience. (15 personnel's)
- 2) confirmation that the Service Provider is able to supply ex-stock cleaning materials:
  - i. Refuse bags
  - ii. Rakes
  - iii. Spades
  - iv. Pangas/Slashers
  - v Rubber Gloves
- 3) detailed staff work plans for cleaning and maintenance work, including time that staff will spend performing the tasks listed in the Scope of Service and Performance Specifications (see Section III).
- 4) information of how the Service Provider will manage the provision of replacement cleaning staff during sick leave and annual leave.
- 5) leave entitlement for the staff and method of managing staff leave entitlements.
- 6) client reference list, including contact details, and
- 7) list of major recent contracts.

**It is essential for the technical proposal to comprise detailed information on the requirements listed above. Non-submission of these information or submission of incomplete information could prove to be detrimental to the Bidder's proposal in the evaluation and marks allocation of its Technical Proposal.**

## **15. Bid Prices**

- 15.1 The Contract shall be for the services or part thereof, as described in Section III and based on priced activity schedules submitted by the Bidder.
- 15.2 Bidders shall fill in prices for the items of the services described in Section III and listed in the Section IV- Activity Schedule.
- 15.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall

be included in the total bid price.

15.4 Prices shall be fixed and inclusive of all taxes, end-of –the year bonus and gratuities as well as any increase that may be awarded by government during the contract period.

**16. Contract Price** 16.1 The total amount contained in the Activity Schedule shall be brought forward in the Financial Bid Form as a lump sum in Namibian Dollars.

16.2 Bidders may be required by the Employer to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 5.2 (d).

**17. Bid Validity** 17.1 Bids shall remain valid for the period of **180** days after the closing date for submission of bids.

17.2 In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without having the Bid Securing Declaration executed. A Bidder agreeing to the request will not be required or permitted to otherwise modify the bid.

**18. Bid Securing Declaration** 18.1 The Bidder shall be aware of the content of the Bid Securing Declaration and shall subscribe to it by signing the Bid Submission Form.

18.2 If a Bid Securing Declaration is executed the bidder may be disqualified to be awarded a contract by any Public Entity for a period of time as determined by the Procurement Policy Unit.

**19. Format and Signing of Bid** 19.1 The Bidder shall prepare one original set of the documents comprising the Technical and Financial Proposals as described in ITB Clause 12.

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 ITB Sub-Clauses 5.1(b). All pages of the bid, where entries or amendments have been made, shall be initialed 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) bear the name and address of the Bidder;
  - (b) be addressed to:

**The Procurement Management Unit  
Helao Nafidi Town Council  
P Bag 503  
Ohangwena  
B1 Main Road, Omafo**

- (c) bear the name and identification number of the Contract as defined in the Invitation to bid; and
- (d) provide a warning not to open before the specified time and date for Bid Opening as mentioned in ITB Clause 23.1.

20.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

**21. Deadline for Submission of Bids**

- 21.1 Bids shall be delivered to the Employer at the address specified above not later than ***16 August 2024 at 15h00.***
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

**22. Late Bids**

- 22.1 Any bid received by the Employer after the deadline prescribed in ITB Clause 20 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 20.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No bid may be modified after the deadline for submission of bids.
- 23.4 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in



Clause 16.1 or as extended pursuant to ITB Sub-Clause 16.2 shall result in execution of the Bid Securing Declaration pursuant to ITB Clause 17.

- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause, or included in the original bid submission.

### **E. Bid Opening and Evaluation**

- 24. Bid Opening-** 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 22, in the presence of the Bidders' representatives who choose to attend, **at**

**Helao Nafidi Town Council's boardroom**

**B1 Main road, Omafo,**

**16 August 2024 at 15h20**

- 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 22 shall not be opened.

- 24.3 The Bidders' names, the bid prices and the total amount of each bid, any discounts, bid modifications and withdrawals, the presence or absence of the subscription to Bid Securing Declaration in the Bid Submission Form, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at Bid Opening except for the late bids pursuant to ITB Clause 21; Bids and modifications sent pursuant to ITB Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

- 24.4 The Employer will prepare minutes of the Bid Opening, including the information disclosed to those present in accordance with ITB Sub-Clause 23.3.

- 25. Confidentiality** 25.1 Information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of

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bids or award decisions, may result in the rejection of his bid.

- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 29.
- 26.2 Subject to ITB Sub-Clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the Bid Opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions 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 Employer 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 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.

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- 27.3 If a bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Errors and Omission**
- 28.1 In the examination of substantially responsive bids, the Public Entity 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 Public Entity 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.
- 29. Comparison of Technical Proposal**
- 29.1 The Technical Proposals shall be evaluated as per a marking system as indicated in Section VI- Schedule. Only those having scored the minimum pass marks or more, shall be retained for the financial evaluation.
- 30. Correction of Errors**
- 30.1 Bids determined to be substantially responsive shall be checked by the Public Entity for any arithmetic error. Errors shall be corrected by the Public Entity as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.
- 30.2 The amount stated in the bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be

considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the bid shall be rejected, and the Bid Securing Declaration exercised in accordance with ITB Sub-Clause 17.2.

- 31. Evaluation and Comparison of Financial Proposals**
- 31.1 The Employer will evaluate and compare only those bids that have scored the minimum pass mark.
- 31.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 33; and
  - (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.
- 31.3 The employer shall use the evaluation procedure, evaluation criteria and evaluation methodology defined in this clause as follows:

- (i) Bids will *first* be examined to determine whether or not they substantively comply with the Bidding Documents. A substantively complying Bid is one that complies with the rules, terms, and conditions of the bidding Documents, without any material deviation in the sole opinion of the Employer. A non-complying Bid will be rejected and may not subsequently be altered to comply by correction of any non-conformity.
- (ii) Secondly bid will be evaluated as per the Code of good practice on preference

NATURE OF PROCUREMENT	MINIMUM LOCAL CONTENT
Goods	40% or more of the manufacturing costs of the goods, if the goods are manufactured in Namibia or if they are grown, mined or extracted in Namibia

<b>Works</b>	50% or more of the employees for the works must be Namibian citizens
<b>Consultancy services</b>	50% or more of the employees for rendering the service must be Namibian citizens
<b>Non-Consultancy services</b>	50% or more of the employees for rendering the service must be Namibian citizens

- (i) Bids will *thirdly* be examined for each substantively complying Bid to determine whether they have been submitted by contractors with the necessary experience and the financial, human and material resources to satisfactorily execute the Contract. For this purpose, the various forms and other information required in terms of these Bidding Documents will be utilized in order to determine a **Technical Score** for each Bidder in terms of the methodology specified in Section III – Evaluation Criteria. **Only bidders who have scored more than 70 points will be evaluated further.**
- (iii) *Fourthly*, the Bid rates and the Bid amounts will be evaluated for each substantively complying Bid in order to determine a **Price Score** in respect of each Contract Area in terms of the methodology specified in Section III – Evaluation Criteria.
- (iv) *Fifthly*, the **Technical Scores** and the **Price Scores** achieved by the Bidders will be used to calculate a **Bid Index** for each compliant Bidder with respect to each Contract Area in terms of the methodology specified in Section III – Evaluation Criteria.
- (ii) *Sixthly*, the **Bidders will be rated in descending order** according to their respective **Bid Indices** per each Contract Area. **The Bidders with the highest Bid Indices per each Contract Area will be recommended**, provided that in cases where the highest-rated bidder in a given Contract Area has already been recommended for another Contract Area, the second highest Bidder will be recommended, and so on. In cases where there are insufficient compliant Bidders remaining with respect to any given Contract Area the Employer may recommend the highest-rated Bidder for more than one Contract Area on condition that the recommended Bidder has sufficient excess capacity available
- (v) *Seventhly*, in **cases where the recommended Bidder fails to sign the Contract Agreement** in terms of Sub-clause ITB39.2 below for whatever reason (e.g. in cases where a recommended Bidder fails to submit a Performance Guarantee in terms of Sub- Clause SCC49.1 of the Special Conditions of Contract of the Bidding Documents), **the next highest rated Bidder will be recommended, and so on.**

(iii) This evaluation procedure shall be applied at the sole discretion of the Employer.

**32. Bid Rates/Bid Prices** Bid Rates and Bid Prices will be evaluated against reasonable standard 'benchmark' rates that are based on realistic and verifiable actual input costs.

Bidders whose Bid Amounts vary by more than 5% (down) from the respective standard 'benchmark' Bid Amount calculated for any given Contract Area shall be deemed to be non-complaint and shall be rejected as far as that specific Contract Area is concerned.

- (a) A Technical Score is determined for each Bidder according to pre-determined Evaluation Criteria, including criteria for 'Targeted Procurement' as defined in (c) and (d) below
- (b) A Price Score is determined for each Bidder with respect to each Contract Area
- (c) A Bid Index is calculated for each Bidder with respect to each Contract Area.

In addition to the evaluation procedure specified in Sub-Clause ITB 33.1 of the BDS the following evaluation criteria shall apply:

The Bids will be evaluated according to the following Evaluation Criteria, which assign merit points to attributes relating to price and non-price factors. In this way a Bid Index is determined for each Bidder with respect to each Contract Area as described below.

## 2. Calculation of the Bid Index

The Bid Index ( $I^T$ ) for each complaint Bid will be calculated per each Contract Area by weighted attributes using the formula below:

$$I^T = 0.4 \times P_s + 0.6 \times T_s$$

Where:

$P_s$  = the Price Score for the Bid under consideration, calculated per each Contract Area

$T_s$  = the Technical Score for the Bid under consideration

The Price Score will be calculated for each Bidder in accordance with the following formula:

$$P_s = (PL/PN) \times 100$$

Where:

PL = Bid price of the lowest acceptable Bidder

PN = Bid Price under consideration

ITEM	NON-PRICE ATTRIBUTES  TECHNICAL ATTRIBUTES	MA X. PO INT S
Scope of Service and Performance Specifications (page 12)	Personnel's CVs and Identification documents ( 1.33 points per CV & ID)	20
Technical Proposal ( page 11)	Management Plan	5
Technical Proposal ( page 11)	Safety and Health Policy	5
Technical Proposal ( page 11)	Proposed Plan of work	10
Qualification of the Bidder ( page 7)	Truck registered in the Company's name or owners name with a valid registration certificate from Natis	40
Bidding forms ( page 24)	Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2) of the Public Procurement Act, 2015	13
Margin of reference (page 8)	SME	1
Margin of reference (page 8)	Women owned enterprise	1
Margin of reference (page 8)	Previously disadvantaged person owned enterprise	2
Margin of reference (page 8)	Youth owned enterprises	2
Margin of reference (page 8)	Supplier providing employment to Namibian	1
	<b>Technical Score</b>	<b>100</b>

## **F. Award of Contract**

- 33. Award Criteria**            33.1 Subject to ITB Clause 32, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has scored the highest marks per **site** 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 Sub-Clause 5.2.
- 34. Employer’s Right to Accept any Bid and to Reject any or all Bids**            34.1 Notwithstanding ITB Clause 31, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- 35. Notification of Award and Signing of Agreement**            35.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit) and the Employer’s website, the results of the Bidding Process.
- 35.2 The notification of award will constitute the formation of the Contract.
- 35.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance.



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Within 30 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the Employer, together with the required Performance Security pursuant to Clause 34.

**36. Performance Security**

36.1 Within 30 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount (usually 10 – 15% of the contract value) denominated in Namibian Dollars in the form of Bank guarantee as per the format in Section VI, and in accordance with the General conditions of Contract.

36.2 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1, shall constitute sufficient grounds for cancellation of the award and execution of the *Bid Securing Declaration/Bid Security*.

**37. Debriefing**

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

## Section II. Bidding Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Employer is <b>Helao Nafidi Town Council</b></p> <p>The name and reference number of the Procurement is: <b><i>Waste Collection and Removal from Oshikango West Side</i></b>  <b>NCS/ONB/HNTC-02/2024/25</b></p>
<b>ITB 5.2</b>	Qualification of Bidders
<b>ITB 14.c 2</b>	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <ul style="list-style-type: none"> <li>a) <i>Rakes</i></li> <li>b) <i>Spades</i></li> <li>c) <i>Rubber Gloves/PPE</i></li> <li>d) <i>Black refuse bags</i></li> <li>e) <i>Hoes</i></li> <li>f) <i>Pangas/ Slashers</i></li> <li>g) <i>Etc</i></li> </ul>
<b>ITB 7.1</b>	<p>A pre-bid meeting shall be: be held”</p> <p>The Address for the Pre-bid meeting will be: Helao Nafidi Town Council Offices</p>
<b>ITB 8</b>	<b>Margin of Preference / Good code of practise</b>
<b>B. Bidding Data</b>	
<b>ITB 19</b>	The number of copies of the Bid to be completed and returned shall be <i>N/A</i>
<b>C. Preparation of Bids</b>	

<b>ITB 10</b>	Request for Clarification should reach the Purchaser not later than <b>14 days</b> , prior to the closing date for submission of bids. <b>02 August 2024.</b>
<b>ITB 14</b>	Technical Proposal
<b>ITB 17</b>	The period of Bid validity shall be <b>180 days</b>
<b>ITB 18</b>	(a) The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
<b>D. Submission of Bids</b>	
<b>ITB 20.2</b>	The Employer's address for the purpose of Bid submission is  <b>The Procurement Management Unit Helao Nafidi Town Council P Bag 503 Ohangwena B1 Main Road, Omafo</b> For identification of the bid the envelopes should indicate:  Contract: <b>Ms. Selma N S Kapembe</b>  Bid / Contract Number: <b>NCS/ONB/HNTC-02/2024/25</b>
<b>ITB 21.1</b>	The deadline for submission of bids shall be <b>16 August 2024</b>
<b>ITB 32</b>	Bid Rates / Bid Prices
<b>E. Bid Opening and Evaluation</b>	
<b>ITB 24.1</b>	Bids will be opened at the following address:  <b>Helao Nafidi Town Council's boardroom B1 Main road, Omafo, 16 August 2024 at 15h20</b>
<b>F. Award of Contract</b>	
<b>ITB 33</b>	Award Criteria

## **Section III – Bidding Forms**

### **Table of Forms**

<b>Bid Submission Form .....</b>	<b>27</b>
<b>Bid Securing Declaration .....</b>	<b>26</b>
<b>Written undertaking in terms of section 138 of the Labour Act.....</b>	<b>27</b>
<b>Activity Schedule.....</b>	<b>Error! Bookmark not defined.9</b>

## Bid Submission Form

Date.....:

To:.....[name and address of Employer]

- (a) Having examined the bidding documents [including .....addenda], 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 the Activity Schedules accompanying this bid for the Contract Price of N\$.....  
 .....  
 [Insert the total bid Price in words and figures, indicating the various amounts in Namibian Dollars only];
- (b) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you receive.
- (c) We hereby confirm that this proposal complies with the bid validity required by the bidding documents.
- (d) We have read and understood the content of the Bid Securing Declaration form contained in Section II and subscribe fully thereto. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned therein.
- (e) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.
- (f) 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 and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

*[if none, state "none"]*

Authorized Signature: \_\_\_\_\_  
 Name and Title of Signatory: \_\_\_\_\_  
 Name of Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_

*[ Company's seal]*

*Appendix to Bid Submission Form*

**BID SECURING DECLARATION**

**(Section 45 of Act)**

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

**Date:** .....[Day/month/year].....

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

**To:** .....[insert complete name of Public Entity and address].....

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

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
[insert date of signing]

Corporate Seal (where appropriate)

[Note\*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

**\*delete if not applicable / appropriate**



**Republic Of Namibia**

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

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

**1. EMPLOYERS DETAILS**

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

**2. PROCUREMENT DETAILS**

Procurement Reference No.: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

.....

**3. UNDERTAKING**

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

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

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

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

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

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



## **Part II – Activity Schedule**

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## **Section IV – Scope of Service and Performance Specifications**

### **SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS**

This specification covers the requirements for the rendering of waste collection and removal as well as street and open space cleaning services in Oshikango. It gives a general description of the service areas and covers the day-to-day requirements for waste collection and transport as well as the maintenance of the service area to ensure effective operation in accordance with the Project Specification

#### **REQUIRED SCOPE OF WASTE MANAGEMENT OPERATION**

##### **Door-to-Door Collection**

The operation of the door-to-door collection by the Contractor will involve the following major functions: -

Door-to-door collection of refuse from receptacles, plastic bags, cardboard boxes and/or other suitable containers placed out by the residents, businesses or industries on the prescribed day of removal, determined by the Council, for removal of same and transportation thereof by the Contractor to Engela disposal site. This will include all refuse (except Bulky Waste Category 1).

##### **Street and Open Space Cleaning**

The operation of the street and open space cleaning by the Contractor will involve the following major functions:

- The collection and hand picking of all litter on streets and sidewalks, as well as open spaces (open stands, parks and public gathering facilities as demarcated by Council.
- The contractor must provide sufficient black plastic bags to the litter picker every

day

- The removal, transport and disposal of waste from street litter bins and bulk waste containers specifically placed for that purpose on a frequency.
- The removal of grass and weeds from all paved road surfaces.
- Cleaning water channel, by removing rubbishes and any other foreign bodies found in the canal every day.

### **Removal of Illegal Dumping**

All refuse and rubble dumped on street corners and open spaces must be cleared within 7 days. This includes the collection, transport and safe disposal of animal carcasses illegally dumped or accidentally killed by motorists, but excludes the removal of Bulky Waste Category 1.

### **Removal of “Bulky Waste Category 1”.**

The removal of all “Bulky Waste Category 1” is to be done on the instruction of the Council and will be paid for per unit removed, which represents the equivalent of 1 car/light delivery vehicle/truck body or 1 car/light delivery vehicle/truck chassis.

### **General Description**

This Contract provides for the rendering of waste collection services as per the contractor’s schedule program.

## **SPECIFICATION OF VEHICLE/TRUCK**

The Vehicle/Truck to be used in the tender must be between **3-7** tons. It must be designed with a screen mesh so that refuses will not fall out during transportation to the dumping site. It should be having a cover at the back. The tenderer is required to have more than one (1) vehicle/trucks to release each other in case of break down.

### **Collection Fleet**

The collection fleet used in the Service Area shall be suitable for the door-to-door collection of solid waste from domestic, commercial and industrial refuse containers, plastic bags, cardboard boxes or other suitable containers, in accordance with the frequency specified.

In the event of a breakdown of waste collection plant, the Contractor shall be capable of calling upon such backup plant as is necessary to ensure proper waste collection at all times.

The backup fleet/plant should be big enough in order to accommodate the volume of waste. The costs for providing such a backup service is to be allowed for in the rates tendered for rendering the waste collection service.

(A separate agreement will be entered into between the Council and the Contractor for the use of waste collection equipment belonging to the Council. This agreement will spell out the terms and conditions under which the Council equipment will be leased and will form part of this Waste Collection and Removal Contract.)

### **Vehicles for the project**

In terms of Conditions of Contract, the prospective Contractor is required to submit a description of the Plant and Equipment he/she proposes using in the operation of the landfill. In this regard, the truck type, make, model and capacity range, as well as the **proof of ownerships**, which means the truck, must be registered on Bidder's name intended function, of the equipment are of interest.

TRUCK - TYPE, MAKE AND MODEL	CAPACITY	APPLICATION

Signature: ..... Date: .....

### **Transportation of Waste**

The vehicle which transport or conveyance of any waste upon any public road must be clean and roadworthy

In case of transportation of light or loose waste on open vehicle, make sure that it must be covered with tarpaulin, net or other suitable cover

Make sure that the vehicle should not cause or permit any waste being transported to leak, spill, blow, and fall or become detached from any vehicle transporting it.

Waste generated within the municipal area may not be transported or taken outside the municipal area for any purpose, unless authorization has given by Council.

### **Cleaning of streets and Open Spaces**

Although the responsibility lies with the Contractor to ensure that all streets and open spaces are kept clean and free from litter or small quantity of illegally dumped waste, provision should be made for Fifteen (15) litter pickers. It is the Contractor's responsibility to ensure that all litter pickers are equipped with the necessary safety clothing Personal Protective Equipment's (PPE) and other equipment when deployed during normal working hours. A programme for allocation of resources is to be submitted to the Council and may have to be changed when required to meet the Council's requirements.

**Normal Operating Hours**

The Contractor will be responsible for operating the Service Area every weekday including the official public holidays.

Unless otherwise agreed upon, normal daily operating hours within residential areas will be between **06:00 and 16:00**, in order for the Contractor not to disturb residents at unreasonable times or alternatively for the Contractor to carry out the collection round before residents had the opportunity to place domestic waste on the sidewalk.

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## Section V. General Conditions of Contract

### A. General Provisions

#### **SITE INSPECTION**

Representatives of the Town Council of Helao Nafidi will meet prospective tenderers on site with a view to furnish such additional information in connection with the Contract as may be required by the Tenderers.

The representatives will not be available at any other times for inspection visits to the Service Area, prior to submission of tenders.

It is the responsibility of the Tenderer to visit the Service Area and its surroundings and to satisfy himself/herself before submitting his/her tender as to the form and nature of the Service Area as well as the means of access to the Service Area. The tenderer is also to satisfy himself/herself with regards to accommodation he/she may require and in general to obtain all the necessary information as to risks, contingencies and other circumstances which may influence or affect his/her tender.

Attention is drawn to the fact that information given orally during the site inspection or at any other time prior to the award of the Contract will not be regarded as binding on any party. Only information given formally in writing to tenderers will be regarded as binding on both parties and as amending the Tender Documents.

The Tenderer must be represented during the Service Area inspection by a person who is qualified and experienced to evaluate the requirements and implications related to the work involved. Failure of the Bidder or his/her representative to attend the Site Inspection will result in **disqualification of the Bid**.

**CERTIFICATE OF INSPECTION**

This is to certify that I, .....as authorised representative of.....have visited and inspected the site of the works on the .....**20**..... and satisfied myself as regards all conditions and other factors, which may affect my tender.

Signature of Tenderer's Representative ..... Date .....

Signature of Council's Representative.....Date .....

Signature of Tenderer ..... Date .....



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## **C. Performance Monitoring**

### **1. Objective:**

The Representatives of the Employer and the Service Provider shall meet at top management level at least once every three months 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.

### **2. Management Meetings**

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

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

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

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

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

### **3. Post Contract Evaluation Report**

After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

## Section VI – Activity Schedules

### List of sites and cleaning requirements

Item No.	Areas to be cleaned	Bidder to indicate no of persons to be deployed for the different zones.	Monthly Rate for each item net of VAT N\$.	VAT N\$.	Total Monthly Rate N\$.
1.	Oshikango West				
		<b>Total</b>			

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

## Section VII. Special Conditions of Contract

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is <i>N/A</i>
1.1(d)	The contract name is <b>Waste Collection and Removal from Oshikango West</b>
1.1(g)	The Employer is <b>Helao Nafidi Town Council</b>
1.1(l)	The Member in Charge is <i>[name of Member Leader of the Joint Venture].</i>
1.1(o)	The Service Provider is
.1.4	<p>The addresses for notices are:</p> <p>Employer:     <b>The Procurement Management Unit,</b>                    <b>Helao Nafidi Town Council</b>                    <b>P Bag 503</b>                    <b>Ohangwena</b></p> <p>Attention:     Mrs. <b><u>Selma N S Kapembe</u></b></p> <p>Facsimile:     <b>065 - 260032</b></p> <p>Service Provider: _____</p> <p>Attention:     _____</p> <p>Facsimile:     _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <b>Mrs. Selma N S Kapembe</b></p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is <b>01 October 2024</b>
2.2.2	The Intended Starting Date for the commencement of Services is <b>01 October 2024</b>

<b>2.3</b>	The Intended Completion Date is <b>31 September 2026</b>  Contract Period shall be on fixed rate for a period of 24 months ( <b>01 October 2024 to 31 September 2026</b> ), from the commencement date, unless the Contract is cancelled at an earlier date as provided for in this agreement;
<b>3.2.3</b>	Activities prohibited after termination of this Contract are:
<b>3.7(d)</b>	<b>N/A</b>
<b>3.9</b>	Restrictions on the use of documents prepared by the Service Provider are:  <b>N/A</b>
<b>3.10.1</b>	The liquidated damages rate is <i>N/A</i>
<b>3.10.3</b>	The percentage [ of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is <b>10%</b>
<b>5.1</b>	The assistance and exemptions provided to the Service Provider are:  <i>N/A</i>
<b>6.2</b>	The amount in Namibian Dollars:
<b>6.4</b>	Payments shall be made according to the following schedule:
<b>6.5</b>	Payment shall be made within (Thirty) <i>30</i> days of receipt of the invoice  The interest rate is <b>N/A</b>
<b>6.6.1</b>	<b>N/A</b>
<b>7.1</b>	The principle and modalities of inspection of the Services by the Employer are as follows: <i>[insert]</i>  The Defects Liability Period is <i>N/A</i>
<b>8.2.3</b>	The Adjudicator is <i>N/A</i>
<b>8.2.4</b>	The arbitration procedures of the following institutions will be used:  Arbitration in Namibia:

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