



BIDDING DOCUMENTS

Issued on: 16 May 2023

Provision of Security Guarding Services at RFA
Various Sites

Procurement Reference No: NCS/ONB/RFA – 10/2022

PARTICULARS OF BIDDER
Business Name:
Postal Address:
Telephone No.:
Cell No.:
Fax No.:
Contact Person:
E-mail Address:

Road Fund Administration
Head Office
Feld Street 21
Private Bag 13372
Windhoek, Namibia
Tel: +264 61 4333000
procurement@rfanam.com.ng

Letter of Invitation

To whom it may concern

16 May 2023

Dear Madam/ Sir,

PROVISION OF SECURITY GUARDING SERVICES AT RFA VARIOUS SITES – PROCUREMENT REFERENCE NO. NCS/ONB/RFA – 10/2022

The ROAD FUND ADMINISTRATION invites you to submit your best quote for the services described in detail under Section II. Bidding Data Sheet (BDS).

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to procument@rfanam.com.na.

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,



Scheifert Shigwedha
SECRETARY TO THE PROCUREMENT COMMITTEE

1. Important notice to participate in the Bid

- 1.1 RFA will evaluate bid per site respectively.
- 1.2 Further, award is per site(s) within the radius of the domicile of the RFA site or regional area per domicile.
- 1.3 Where RFA does not find a responsive bid within the RFA site or regional area per domicile consideration of the next bidder from the next area will be considered.
- 1.4 Award is given preference to one (1) bidder Per site.
- 1.5 RFA have the discretion to award contract to one bidder for more than one site, were there are no responsive bids of the respective site.
- 1.6 Bidder can compete for more than one of the sites below, **HOWEVER MUST a separate bid document for each site!!! i.e. one (1) complete bid document for each site bidding for, e.g. one (1) per site. Therefore, please choose only one (1) site (Cross or tick under selection cell) per submission.**

No:	Site Name	Address	Selection
1	Road Fund Administration Head office	19 & 21 Feld Street, Windhoek	
2	Oranjemund RFA Office	Oranjemund Border Post	
3	Oshikango RFA Accommodation Site	Oshikango Border Post	
4	Katima Mulilo RFA Accommodation Site	Katima Mulilo Border Post	

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Section I – Instructions to Bidders

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

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| 1. Scope of Bid | <p>1.1 The Road Fund Administration also referred to herein as the Employer invites bids for the provision of Security Guarding Services at RFA Various Sites, Windhoek Head Office, RFA Oranjemund CBC Office at Swartkop Border Post, RFA Katima Mulilo Accommodation site and RFA Oshikango Accommodation Site, as described in Section III- Scope of Service and Performance Specifications.</p> <p>The contract shall be on the basis of fixed rates for an initial period of three (3) years renewable thereafter for an additional period of one (1) year subject to satisfactory performance of the Service Provider.</p> <p>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.</p> |
| 2. Application for Review | <p>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.</p> <p>2.2 Application for Review shall be addressed to</p> <p style="margin-left: 40px;">The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia</p> |
| 3. Corrupt or Fraudulent Practices | <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> <p>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;</p> <p>For the purpose of this Sub-Clause:</p> |

(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; 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;
- (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

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

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

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

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

- 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
- 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
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical

specifications of the contract that is the subject of the Bid.

5. Qualification of the Bidder

- 5.1 Bidders shall include the information and documents listed hereunder with their bids. If, after opening of bids it is found that any document is missing the Employer may request the submission of that document subject to clause 27.1. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
 - (b) a written authorization in the form of a power of attorney accompanying the proposal or any other evidence demonstrating that the representative signing the bid has been duly authorized to commit the Bidder.
 - (c) total monetary value of security guarding services performed for each of the last two years;
 - (d) experience in services of a similar nature and of similar size as far as possible, in each of the last two years, and details of services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts;
 - (e) major items of resources, logistics support and strategies proposed to deploy for the execution of this contract;
 - (f) qualifications and experiences of supervisory personnel proposed to ensure good performance of the service.
 - (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports, where applicable, or financial statements for the past two years;
 - (h) information regarding any litigation, current and during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (i) lists of contracts that have been terminated prior to their expiry dates in the last two years and reasons for such occurrences.
- 5.2 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:
- (a) the average annual financial amount of services provided over the last two years should represent at

least half of the annual contract value or part thereof for which the Bidder is selected for award.

- (b) experience and satisfactory performance over the last two years as prime contractor in providing services on sites of similar nature as specified in the scope of service;
- (c) proposals for the timely acquisition or arrangements (of additional resources and logistics) in case the contract or part thereof is awarded;
- (d) an undertaking from the Bidder 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 Conditions of Contract, if it is awarded the contract or part thereof.
- (e) a qualified and experienced supervisor with two years' experience in managing security guarding services of a comparable nature.
- (f) Meeting the margin of preference requirement.
- (g) Award will be One bidder per RFA site.

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

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| 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 a contract for the services. The costs of visiting the site shall be at the Bidder's own expense. |

Clarification and /or additional information will be sent to bidders by, **20 June 2023**, to the e-mail address provided by bidder at the time of purchasing this bid document

B. Bidding Documents

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| 8. Content of Bidding Documents | 8.1 | The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10: |
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Section I Instructions to Bidders

Section II Bidding Forms

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| | Section III | Scope of Service and Performance Specifications |
| | Section IV | Activity Schedule |
| | Section V | General Conditions of Contract |
| | Section VI | Schedules |
- 8.2 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
9. Clarification of Bidding Documents
- 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer at the following address:
- procurement@rfanam.com.ng
- The Employer will respond to any request for clarification received earlier than **25 April 2023**. 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.
10. Amendment of Bidding Documents
- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 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.
- 10.3 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

11. Language of Bid
- 11.1 All bids, proposals and contract documents relating to the bid shall be in "English".
- 11.2 Notwithstanding the above, documents in languages other than English may be accepted with translation.
12. Documents Comprising the Bid
- 12.1 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);
- (g) following documentary evidence (required from Namibian bidders):
 - I. A certified copy of proof of business (form/type) registration (depending on the type of business entity, proof can be either BIPA documents or a partnership agreement).
 - II. Valid Certificate of Good Standing from the Receiver of Revenue (Tax Certificate), (certificates are valid only for 5-month from date of issue unless stated otherwise).
 - III. An original (or certified copy) of a Valid Good Standing Certificate: Social Security Commission (SSC certificates are valid only for 1-month from date of issue unless stated otherwise).
 - IV. An original (or certified copy) of a Valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption in terms of Section 42 of the Affirmative Action Act, 1998 (these certificates are valid for 12-months from date of issue unless stated otherwise).
 - V. Written undertaking in terms of section 138(2) of the Labour Acts, 2007,

13. Technical Proposal

13.1 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) Resource plan

This should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Bidder's current recruitment and training policy, capabilities/facilities and any plan for their expansion.

(c) 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 and NSI Standards.

(d) 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 guarding plan, including the number of staff, their task, and timelines for performing 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 security guard staff (Male/Female) available, including their level of experience.
- 2) Must have proof of the staff training on firefighting, use of firearm, first aid training and any other training given to the security guard to execute their duties.
- 3) confirmation that the Service Provider is able to supply and manage:
 - (a) Bidder must be able to demonstrate their competence to provide basic customer service to RFA Walk in clients, for example, direct vehicles, direct clients to respective office or cubical.
 - (b) Conduct comprehensive security surveys for the RFA facilities and assets on the operations and determine the best means of protection.
 - (c) Provide security for the office buildings, RFA staff houses. This will include but not limited to ensuring visitor registration and access control, making patrols, and clock rounds of assigned sites, responding to alarms and assuring locks of gates and doors.
 - (d) Comply with the national legislation relating to minimum wages and statutory working hours and overtime allowances.
 - (e) Provide proof of public liability insurance.
 - (f) All personnel deployed at the RFA sites must be fully literate in the official language.

- (g) Detailed staff work plans for the guarding of the RFA premises and handlings of assets, including time that staff will spend performing the tasks listed in the Scope of Service and Performance Specifications (see Section III).
- (h) Breakdown of the operational procedures around service delivery:
 - (i) a) How the guarding will take place
 - (j) b) How will the collection of assets will be carried out.
- (k) leave entitlement for the staff and method of managing staff leave entitlements.
- (l) client reference list, including contact details, and list of major recent contracts.
- (m) Responsible for all the safekeeping, moderate security and proper maintenance of all the RFA's equipment handed over when the contract is awarded.
- (n) Ensure that the Security booth is cleared and cleaned.
- (o) Ensure that dust and waste bins are emptied and cleaned on a regular basis throughout the day.
- (p) Required to notify the RFA in writing of all subcontracts to be awarded under or in connection with the Bidder 's performance under this Bid, provided that the Bidder shall not engage any subcontractor without the prior written approval having been obtained from the RFA.

RFA will provide lockable storage, if required for the successful bidder's equipment required to execute the contract, but accepts not liability of any loss, theft or damage to the equipment.

- 4) detailed staff work plans for guarding services, including time that staff will spend performing the tasks listed in the Scope of Service and Performance Specifications (see Section III).
- 5) information of how the Service Provider will manage the provision of replacement of security guard staff during sick leave and annual leave.
- 6) leave entitlement for the staff and method of managing staff leave entitlements.
- 7) client reference list, including contact details, and
- 8) list 3 minimum of major recent contracts (between 2018 to 2023).

It is essential for the technical proposal to comprise detailed information on the requirements listed above. Non-submission of this 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.

14. Bid Prices

- 14.1 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.
- 14.2 Bidders shall fill in prices for the items of the services described in Section III and listed in the Section IV- Activity

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- 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 14 days prior to the deadline for submission of bids, shall be included in the total bid price.
- 14.4 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.
15. Contract Price
- 15.1 The total amount contained in the Activity Schedule shall be brought forward in the Financial Bid Form as a lump sum in Namibian Dollars.
- 15.2 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).
16. Bid Validity
- 16.1 Bids shall remain valid for the period of **180 days** after the closing date for submission of bids.
- 16.2 In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. 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. Format and Signing of Bid
- 18.1 The Bidder shall prepare **one (1) original set** of the documents comprising the Technical and Financial Proposals as described in ITB Clause 12. In addition, the Bidder shall submit **three (3) copies** of the Technical and Financial Proposals and one set of accompanying documents as listed in ITB Sub-Clause 5.1. In the event of discrepancy between them, the original shall prevail.
- 18.2 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

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| 19. Sealing and Marking of Bids | <p>19.1 The Bidder shall seal the original and all copies of the Bid in one envelope.</p> <p>19.2 The envelope shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to: <ul style="list-style-type: none"> Attention: Procurement Management Unit Address: Road Fund Administration Head Office Feld Street 21 Private Bag 13372 Windhoek, Namibia (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. <p>19.3 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.</p> |
| 20. Deadline for Submission of Bids | <p>20.1 Bids shall be delivered to the Employer at the address specified above not later than 30 June 2023 at 11:00.</p> <p>20.2 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.</p> |
| 21. Late Bids | <p>21.1 Any bid received by the Employer after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.</p> |
| 22. Modification and Withdrawal of Bids | <p>22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.</p> <p>22.2 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.</p> <p>22.3 No bid may be modified after the deadline for submission of bids.</p> |

22.4 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.

22.5 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

23. Bid Opening- 23.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 22, in the absence of the Bidders' representatives. The list of bids received, and summary thereof will be sent via e-mail address indicated at the bid buying register two days after opening bids.

23.2 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.

23.3 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.

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

24. Confidentiality 24.1 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 bids or award decisions, may result in the rejection of his bid.

25. Clarification of Bids
- 25.1 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.
- 25.2 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.
- 25.3 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.
26. Examination of Bids and Determination of Responsiveness
- 26.1 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.
- 26.2 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.
- 26.3 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.

27. Errors and Omission
- 27.1 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.
28. Comparison of Technical Proposal
- 28.1 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.
29. Correction of Errors
- 29.1 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.
- 29.2 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.

30. Evaluation and Comparison of Financial Proposals
- 30.1 The Employer will evaluate and compare only those bids that have scored the minimum pass mark.
- 30.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 33; and
 - (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.
- 30.3 The prices shall be compared as per lowest to highest quote.

F. Award of Contract

31. Award Criteria
- 31.1 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 and ad hoc rate per hour for external site, as a whole**, 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.
32. Employer's Right to Accept any Bid and to Reject any or all Bids
- 32.1 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.
33. Notification of Award and Signing of Agreement
- 33.1 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 and the Employer's website, the results of the Bidding Process.

33.2 The notification of award will constitute the formation of the Contract.

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

35. Debriefing

35.1 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 Forms

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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	<p>The Public Entity is Road Fund Administration</p> <p>Provision of se to RFA</p> <p>The name and identification of the Contract are Provision of Security Guarding Services at RFA Various Sites: NCS/ONB/RFA – 10/2022</p>
ITB 1.2	<p>The Intended Contract Period is 36 months (3years) from day of Award, with extension for a possible 12 months (1 year), subject to satisfactory performance.</p> <p>The contract shall be based on fixed rates as per pricing schedule for Year 1, Year 2, and Year 3, and or Year 4, with escalation estimates of national rate inflation per respective year.</p>
ITB 5.2(a)	Pre-qualifications have not been carried out. Hence bidders will be required to submit all necessary documents are indicated in ITB 5.3 below.
ITB 5.3	Refer to Section III: Evaluation Criteria.
ITB 5.3(b)	<p>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</p>
ITB 5.4	<u>Joint Ventures are not allowed.</u>
ITB 5.5	<p>All the qualification criteria in Sub-Clause 5.5 applies with the following additions:</p> <ul style="list-style-type: none"> • Submit a list of 3 references from previous completed contracts or current contracts where 70% of the contract scope has been completed (proof). • Submit CV of security guards
ITB 5.5(a)	Not Applicable
ITB 5.5(b)	Refer to Part 2: Activity Schedule
ITB 5.5(c)	Refer to Part 2: Activity Schedule

ITB 5.5(e)	Not Applicable
ITB 5.6	Subcontracting is not allowed.
B. Bidding Data	
ITB 8.1 (b)	<p>Site Visit Meetings:</p> <p>Site visits will be conducted on 1st & 2nd June 2023 at all the sites respectively, namely, Windhoek, Swartkop BP, Oshikango BP and Katima Mulilo BP at the following times on both days, from 14H00 – 15H30, no prior arrangements are required, kindly just ask for the supervisor at each site.</p> <p>Bid Clarification Meeting:</p> <p>A bid clarification meeting will be held on Tuesday, 6th June at the RFA Head Office in Windhoek, and will be simultaneously broadcast via MS Teams Meeting at the following link:</p> <p>Click here to join the meeting</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmNkZTM1ZDMtODQzOC00MzRhLTk2NDUtMjUzZTdhNGlY2U5%40thread.v2/0?context=%7b%22Tid%22%3a%22c5c09688-2e0d-40af-af7a-6ca9f6fa9a7e%22%2c%22Oid%22%3a%22c3379908-c9ee-47b4-bd4c-1b2953d285e5%22%7d</p> <p>The meeting will take place at 09H00 in the morning.</p>
ITB 9.2 and 19.1	<ul style="list-style-type: none"> • The number of copies of the Bid to be completed and returned shall be one (1) original complete document- completed in blank ink only (no soft copy will be provided by RFA) • No copies required.
C. Preparation of Bids	
ITB 10.1	<p>Clarification questions must be submitted in writing only to the Head of Procurement:</p> <p>procurement@rfanam.com</p> <p>The deadline to seek clarifications is 16 June 2023.</p>
ITB 13.1(g)	There are no additional materials required to be completed and submitted.
ITB 14.1	Local inputs shall be quoted in Namibian Dollars Only.
ITB 14.4	The Contract is not subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be 180 days after the deadline for Bid submission specified in the BDS.

ITB 17.1	Bid shall include a Bid Security Declaration for 180 days using the form included in Section III, Bidding Forms.
ITB 17.3	Bidding security is not applicable for this bid.
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 not be permitted.

D. Submission of Bids

ITB 21.1	The deadline for submission of bids shall be 28 April 2023 at 11:00.
E. Bid Opening and Evaluation	
ITB 24.1	The bid opening shall take place at: Road Fund Administration, 21 Feld Street, Windhoek Date: 30 June 2023; Time: 11:00 am
ITB 32.1	Margin of preference applies; the application methodology shall be defined in Section IV – Evaluation and Qualification Criteria.
F. Award of Contract	
ITB 36.1	The Advance Payment is not applicable in this contract.
ITB 37.1	Arbitration will be as per the Laws of Namibia. The arbitration procedures of the following institutions will be used: “Following notice of intention to commence arbitration issued by either party, an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by 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”.
ITB 20.2	The Employer’s address for the purpose of Bid submission is Attention: Procurement Management Unit Address: Road Fund Administration Head Office Feld Street 21 Private Bag 13372 Windhoek, Namibia

Bid Submission Form

Date.....:

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

- (a) Having examined the bidding documents [*includingaddenda*], 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
[<i>if none, state "none"</i>]		

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name of Bidder: _____
 Address: _____

[*Company's seal*]



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.: NCS/ONB/RFA – 10/2022

Procurement Description: PROVISION OF SECURITY GUARDING SERVICES AT RFA VARIOUS SITES

Anticipated Contract Duration:

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

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

Qualification Information

- 1. Individual Bidders
 - 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of bid or alternative acceptable evidence: *[attach]*
 - 1.2 Total annual volume (amount in Namibian Dollars) of services performed in each of the last three years: *[insert]*
 - 1.3 Services performed as prime Service Provider on the provision of services of a similar nature over the last three years. 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)			
(c)			
(d)			
(e)			

- 1.4 Major items of Equipment and logistics proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.2(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)			
(c)			
(d)			
(e)			

- 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 5.2(d) and GCC Clause 4.

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

1.6 Proposed subcontracts and firms involved.

Sections of the Services	Value of subcontract	Subcontractor (Name and address)	Experience in providing similar Services
(a)			
(b)			
(c)			
(d)			
(e)			

1.7 Financial reports for the last two years: balance sheets, profit and loss statements, auditors' reports, Financial Statements etc. List below and attach copies.

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

1.9 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)			
(c)			
(d)			
(e)			

1.10 Statement of compliance with the requirements of ITB Sub-Clause 4.1.

2. Additional Requirements

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

Part II – Activity Schedule

Section III – Scope of Service and Performance Specifications

A. Office and Accommodation Guarding Services

1. Background

- 1.1 RFA manages 3 regional offices and 18 border post across the breadth and width of the country, where most of the collection and monitoring of road user charges takes places. The core functions of the RFA are the management of the road user charging system and management of the Road Fund. In order to ensure that employees are catered for so that they can execute their duties effectively, RFA has constructed village houses at 14 border post.
- 1.2 An appointment of a professional, capable and suitably experienced Namibian company to provide office security guarding services for a period of two (3) years with an option of renewal for an additional year at its:
 - a) RFA Head Office at 19&21 Feld Street, Windhoek
 - b) RFA Oranjemund CBC Office at Swartkop Border Post
 - c) RFA Oshikango Accommodation Site at Oshikango
 - d) RFA Katima Mulilo Accommodation Site at Katima Mulilo

2. Purpose of the service

- 2.1 The Road Fund Administration herein referred to as the Employer requires the Service Provider to provide general security guarding services to its **Head Office at 21 Feld Street Windhoek and Oranjemund Office, Katima Mulilo Accommodation site, and Oshikango Accommodation site**, to the highest industry standards and not less than in accordance with the minimum service levels outlined below.

2.2 It is for the Service Provider to determine its guarding services strategy in terms of human resource and equipment to deploy within the working hours that are indicated by the Employer except for those sites where the Employer has clearly made request for security guards to be in attendance on site on a continuous basis. Section VI- Schedules contains the details of labour force and working hours of the Service Provider who is presently providing the services for information.

Item No.	Site Description	Site Location	Service Duration	Service Description
1.	Windhoek Head Office	19& 21 Feld Street, Ausspanplatz, Windhoek	24 hours a day/ 7days a week/ 365 days a year security guarding service.	<ul style="list-style-type: none"> • Ensure proper relief, overlap and replacement of security guard officers to give the required service in full, in line with local laws. • Officer shall be required to conduct high visibility at all sites and effective routine patrols. • Supervisory visits of all posts must take place at least two time per shift. the visit must be recorded in the site Occurrence book. • Personnel shift rotation and methods of rotation are to be stipulated. • Personnel rotation roster/ timetable must be furnished to RFA representative on a monthly basis.
2.	Swartkop CBC/MDC Office	Oranjemund Border Post	24 hours a day/ 7days a week/ 365 days a year security guarding service.	
3.	RFA Oshikango Village	Oshikango	24 hours a day/ 7days a week/ 365 days a year security guarding service.	
4.	RFA Wenela Village	Wenela Border Post	24 hours a day/ 7days a week/ 365 days a year security guarding service.	

3. QUALITY, HEALTH, AND SAFETY MANAGEMENT

3.1 The service provider must:

- a) Ensure compliance to requirements from the *Labour Act, 1992, Regulations relating to the Health and Safety of Employees at Work.*

- b) Provide the RFA with a monthly quality control report, which includes results of health and hygiene audits of the space provided to the Security Guards, Summary of incidences, and attendance of security guards.
- c) Ensure that all staff know how to handle fire hazards, fire extinguishers and are trained first aiders, and provide proof of training thereof.
- d) Keep all areas at the security both clean and clear, equipment, fixtures, clean, hygienic and tidy.

3.2 The appointed security service provider shall employ every lawful means to prevent loss of life, property, etc. through damage, theft, explosion, fire, sabotage, espionage and other occurrences.

3.3 The following security services to be provided:

- a) Access Control: shall include but not limited to monitoring entering and existing of vehicles, employees/pedestrians into RFA premises inclusive of opening and locking of entrance in line with the RFA 's requirements and/or policy.
- b) Patrolling duties: shall include but not limited to the physical patrolling of RFA premises. Any incidents and/or deviations should be reported and are recorded in the occurrence book. Minimum of (8) patrols per 24-hour shift.
- c) Guarding duties: shall include but not be not limited to physical guarding of RFA premises, assets and properties, and assets of visitors e.g., cars.
- d) Key Control: shall include but not limited to, safekeeping of keys and remote controls issued to the service provider.
- e) Armed response: shall include, but not limited to armed response when called in an emergency.
- f) Panic Button: A panic button linked to the service provider to be installed at the RFA premises of a panic button system linked to the service.

3.4 Service provider's Control Room and security guard on duty must be supported by armed response.

- a) Cell phones: The service provider must supply the security guards on duty with cell phones.
- b) Registers and Document Management: the service provider must keep the occurrence register up to date and handle any unauthorized situations as per procedure and issue the necessary documentation.
- c) Couriered Packages: The receipt or dispatch of courier packages, after working hours and during weekends, must be recorded.
- d) Occurrence books: every completed/full book to remain the property of the RFA.

4. MAINTENANCE AND CONTROL

4.1 The RFA will be responsible for servicing owned assets.

- 4.2 The Service provider must ensure that the assets are used in a proper manner and must report any damages to RFA in writing as prescribed in the contract.
- 4.3 That no property of the RFA is removed from the premises; That the maintenance of the equipment does not disrupt the rendering of the service; That any damage or loss of the RFA assets is not due to negligence, incorrect usage or operation on the part of the service provider or any of their staff as any damage or loss due to the fore mentioned will be at the expense of the service provider;
- 4.4 That no structural changes to the existing premises are implemented.

5. REQUIREMENTS FOR SERVICE PROVIDER'S STAFF AND LABOUR

- 5.1 The Service Provider shall provide uniforms, safety gear and defense equipment.
- 5.2 It shall also comply with the related legislations in respect of wages, leave entitlement and pension contributions for its personnel.

6. WORK FORCE AND ASSIGNMENT

- 6.1 Service Provider must provide must have security guard site manager or supervisor with below skills.
 - a) Scheduling of employees
 - b) Report writing skills.
 - c) Communication Skills
 - d) Implement investigation of loss, theft, and abuse by employee and/ or visitors.

Note: The above must be reflected in the CV and proof by attaching qualification of training, and/ or certification thereof.

6.2 Manner of performance of Duty and Uniform

- a) Guard personnel will be firm yet courteous, efficient, and tactful at all times while in the performance of their duties. They must be able to read, write and speak English, coherently in order to understand and comply with all general and post Guard Orders.
- b) Respond to alarms, suspicious activities, fires, security incidences, or any emergency including evacuation of personnel o a place of safety.
- c) Perform any other duties or functions not specifically outlined or set out herein but which are reasonably identifies as falling within the scope and realm of a security responsibilities.
- d) Guard personnel will, always, maintain a neat and clean appearance and while on duty, be fully dressed in the described guard uniform, name tag and equipment provided by the contracted Security Guard.
- e) Guards will be subject to inspection at any time. The RFA will conduct a local background check on all guards working in or around the RFA facilities. Any criminal background is reason to removal from the RFA guard force.

- f) The company must maintain a rapid response service to response to alarms from all manned posts all personnel manning response vehicle shall be adequately trained and equipped.
- g) Training standards of personnel are to be maintained and meet the requirements of the RFA.
- h) Ad hoc services available on request (escort services, additional site personnel and additional services at other RFA premises and services.)
- i) Each guard post/site will be provided with a post log. Post Logs provide specific instructions relative to the guard service to be provided at the guard post.
- j) The security guard will be expected to receive guests in accordance with the RFA visitor procedures.
- k) Alternative staffing may be provided by the bidder.

6.3 Security Guard Personnel must meet the below requirements regarding personal behavior and ability;

- Write reports to document incidents as required
- Ability to understand, explain, interpret and apply rules, regulations, directives and procedures
- Ability to meet and deal tactfully with RFA employees and the general public
- Possess self-confidence and ability to make sound decisions and react quickly under stressful conditions.
- Ability to prepare clear and concise reports
- Ability to learn and adapt to changing situations
- Ability to accept and respond to instructions and directions.

6.4 Official Incident report

- a) The shift report shall be prepared in all cases where an incident arises which is not of routine nature.
- b) In the event of emergence, incidents shall be reported to the RFA representative and/or the designated security focal point immediately.

6.5 Access Control: shall include but not limited to monitoring entering and existing of vehicles, employees/pedestrians into RFA premises inclusive of opening and locking of entrance in line with the RFA requirements and/or policy

7. TELEPHONE AND RADIO COMMUNICATION

7.1 the guard while on duty and handling official telephone calls or inquiries will be expected to be courteous and polite and assist the caller if possible. All official's information calls and inquires will be referred to the proper person or to an RFA staff member.

- 7.2 The telephone located on guard post and radios issued to the guards or the guard posts, will be used for official business only.
- 7.3 All supervisors and supervisory vehicles shall be equipped with communications equipment (radios and cellular telephones) to enable supervisors to communicate with both the control room and manned posts.

8. POST CONTRACT EVALUATION REPORT

- 8.1 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.

9. REQUIREMENTS FOR SERVICE PROVIDER'S STAFF AND LABOUR

- 9.1 The Service Provider shall provide uniforms whose pattern and colour shall be approved by the Employer. For each person, the uniform should mainly consist of two sets of safari suites and one pair of shoes.
- 9.2 It shall also comply with the related legislations in respect of wages, leave entitlement and pension contributions for its personnel.

B. PERFORMANCE MONITORING

1. Objective:

- 1.1 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

- 2.1 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 security guarding 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.
- 2.2 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.

2.3 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 the 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 the contractual obligations of the Service Provider(s).

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

3. POST CONTRACT EVALUATION REPORT

3.1 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 IV – Activity Schedules

Year 1

1. Security Guarding Services

- 1.1 The rate does not include transport allowance, insurance, and other incentives from service provider. Wherefore service provider indicates allowances in company profile.
- 1.2 The rate per security guard will be used to determine the total amount for the number of guards RFA will require.
- 1.3 RFA reserves the right to determine how many guards per site, per shift.
- 1.4 Evaluation is based on rate per guard per hour.

a) Windhoek RFA Head Office at 19 & 21 Feld Street

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	Physical Security Guard services	3 minimum per day shift	Rate per hour				
		2 minimum per night					
		Total					

b) RFA Katima Mulilo Accommodation Site

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
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1.	One (1) Security Guard	1 minimum per shift day & night	rate per hour				
Total							

c) RFA Oshikango Accommodation Site

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	One (1) Security Guard	1 minimum per shift day & night	rate per hour				
Total							

d) RFA Oranjemund CBC Office at Swartkop Border Post

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	One (1) Security Guard	1 minimum per shift day & night	rate per hour				
Total							

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.

2. Additional services

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	Additional Guard on request of RFA	1 security guard per shift	Day rate				
			Night rate				
Total							

3. The prices shall be compared as per a marking system.

3.1 The lowest Financial Proposal (F m) will be given the maximum marks

3.2 The Score (S m) allocated to financial proposals and the marks are computed as follows:

$$S = S_m \times F_m / F$$

3.3 Where F is the price of the proposal under consideration.

(Example: if the price quoted by the lowest bidder is N\$. 250 000 and the maximum marks allocated for the Financial Proposal is 30 marks, the lowest bidder gets 30 marks and a bidder having quoted N\$. 300 000 gets (N\$ 250 000/ N\$300 000) x 30, that is, 25 marks and so on).

3.4 Ranking of the bids shall be made in the order of the highest marks after adding the technical score to the Financial Score.

Section IV – Activity Schedules

Year 2

2. Security Guarding Services

3.5 The rate does not include transport allowance, insurance, and other incentives from service provider. Wherefore service provider indicates allowances in company profile.

3.6 The rate per security guard will be used to determine the total amount for the number of guards RFA will require.

3.7 RFA reserves the right to determine how many guards per site, per shift.

3.8 Evaluation is based on rate per guard per hour.

e) Windhoek RFA Head Office at 19 & 21 Feld Street

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rat N\$
1.	Physical Security Guard services	3 minimum per day shift	Rate per hour				
		2 minimum per night					
Total							

f) RFA Katima Mulilo Accommodation Site

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	One (1) Security Guard	1 minimum per shift	rate per hour				

		day & night					
	Total						

g) RFA Oshikango Accommodation Site

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	One (1) Security Guard	1 minimum per shift day & night	rate per hour				
	Total						

h) RFA Oranjemund CBC Office at Swartkop Border Post

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	One (1) Security Guard	1 minimum per shift day & night	rate per hour				
	Total						

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.

4. Additional services

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	Additional Guard on request of RFA	1 security guard per shift	Day rate				
			Night rate				
Total							

5. The prices shall be compared as per a marking system.

5.1 The lowest Financial Proposal (F m) will be given the maximum marks

5.2 The Score (S m) allocated to financial proposals and the marks are computed as follows:

$$S = S_m \times F_m / F$$

5.3 Where F is the price of the proposal under consideration.

(Example: if the price quoted by the lowest bidder is N\$. 250 000 and the maximum marks allocated for the Financial Proposal is 30 marks, the lowest bidder gets 30 marks and a bidder having quoted N\$. 300 000 gets (N\$ 250 000/ N\$300 000) x 30, that is, 25 marks and so on).

5.4 Ranking of the bids shall be made in the order of the highest marks after adding the technical score to the Financial Score.

Section IV – Activity Schedules

Year 3

3. Security Guarding Services

5.5 The rate does not include transport allowance, insurance, and other incentives from service provider. Wherefore service provider indicates allowances in company profile.

5.6 The rate per security guard will be used to determine the total amount for the number of guards RFA will require.

5.7 RFA reserves the right to determine how many guards per site, per shift.

5.8 Evaluation is based on rate per guard per hour.

i) Windhoek RFA Head Office at 19 & 21 Feld Street

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	Physical Security Guard services	3 minimum per day shift	Rate per hour				
		2 minimum per night					
Total							

j) RFA Katima Mulilo Accommodation Site

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	One (1) Security Guard	1 minimum per shift	rate per hour				

		day & night					
	Total						

k) RFA Oshikango Accommodation Site

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	One (1) Security Guard	1 minimum per shift day & night	rate per hour				
	Total						

l) RFA Oranjemund CBC Office at Swartkop Border Post

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	One (1) Security Guard	1 minimum per shift day & night	rate per hour				
	Total						

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.

6. Additional services

Item No.	Description	Quantity	Unit Measure	Hourly Rate per security guard N\$	VAT N\$	Total Rate N\$	Total Monthly Rate N\$
1.	Additional Guard on request of RFA	1 security guard per shift	Day rate				
			Night rate				
Total							

7. The prices shall be compared as per a marking system.

7.1 The lowest Financial Proposal (F m) will be given the maximum marks

7.2 The Score (S m) allocated to financial proposals and the marks are computed as follows:

$$S = S_m \times F_m / F$$

7.3 Where F is the price of the proposal under consideration.

(Example: if the price quoted by the lowest bidder is N\$. 250 000 and the maximum marks allocated for the Financial Proposal is 30 marks, the lowest bidder gets 30 marks and a bidder having quoted N\$. 300 000 gets (N\$ 250 000/ N\$300 000) x 30, that is, 25 marks and so on).

7.4 Ranking of the bids shall be made in the order of the highest marks after adding the technical score to the Financial Score.

Section VI – Schedules

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

4. Evaluation

2.1 In addition to the criteria listed in ITB 33 the following criteria shall apply:

- a) RFA may request additional information, clarifications, or verification in respect of any information contained in or omitted from a service provider's bid. This information will be requested in writing.
- b) RFA will conduct due diligence on any service provider, which may include interviewing customer references or other activities to verify a service provider's or other information and capabilities (including visiting the service provider's premises were necessary).
- c) Service provider will be obliged to provide RFA with all necessary access, assistance, and/or information which RFA may reasonably request and to respond within the given time frame set by RFA.
- d) RFA will evaluate the bids with reference to requirements of Public Procurement Act 15 of 2015, Procurement Regulation and RFA's set and approved evaluation criteria as indicated below.

5. Mandatory Checklist

- a) The Public Procurement Regulation and RFA has defined minimum pre-qualification/mandatory criteria listed in the table below that must be met by service provider for RFA to accept a tender for evaluation.
- b) Failure to comply with mandatory documents will lead to automatic disqualifications.

No.	Mandatory Requirements	Tick (if attached)
1	A certified copy of proof of business (form/type) registration (depending on the type of business entity, proof can be either BIPA documents or a partnership agreement).	
2	Valid Certificate of Good Standing from the Receiver of Revenue (Tax Certificate).	
3	An original (or certified copy) of a Valid Good Standing Certificate: Social Security Commission	
4	An original (or certified copy) of a Valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption in terms of Section 42 of the Affirmative Action Act, 1998.	
5	Written undertaking in terms of section 138(2) of the Labour Acts, 2007,	
6	Bid Declaration to participate in the bid	
7	Declaration to not subcontract services on the on bidders letter head	

6. Functionality Evaluation Criteria

- 4.1 The Road Fund Administration will follow a two-phase process. Service Providers qualifying from Phase 1, will be evaluated according to the criteria in Phase 2.
- 4.2 In Phase 1, Service Providers will be assessed in terms of security guarding services, management experience in a similar environment, and operational capacity to carry out the assignment.
- 4.3 Only Service Providers scoring 45 % and more will be considered for Phase 2.
- 4.4 In Phase 2, service providers will be ranked according to price quoted (from lowest to highest.) in relation to the code of good practice.
- 4.5 Phase 2 will constitute a 30% financial evaluation.

7. Functionality Evaluation – Phase 1

No	Criteria	Documents Required & Qualification Criteria	Points
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1	Management Competence	<p>a) Site Supervisor personnel Site Supervisor CV indicating 5 years of experience on managing a guarding site like RFA. Skills required are reflected at Section III – Scope of Service and Performance Specifications, point 6.1 & 6.4.</p> <ul style="list-style-type: none"> • Attached = 5 • No cv attached = 0 <p>b) Policy and arrangement to comply with Safety and Health at Work Safety Policy as required at Section III – Scope of Service and Performance Specifications, point 3.1 -3.2.</p> <ul style="list-style-type: none"> • Provided = 2.5 • No Safety Policy provided = 0 <p>c) Supervision and Monitoring Mechanism Mechanism reflected at Section III – Scope of Service and Performance Specifications, point 4.</p> <ul style="list-style-type: none"> • Monitoring mechanism provided = 2.5 • No monitoring mechanism provided = 0 	10
2	Personnel	<p>a) Job descriptions of security guard personnel Skills required are reflected at Section III – Scope of Service and Performance Specifications, point 6.3.</p> <ul style="list-style-type: none"> • Attached = 10 • Not attached = 0 	10
3	Company Experience Company experience in security guarding services	<p>Submit minimum 3 reference letters (with the period of 2017 – 2023) on company letterheads from previous completed related contracts or current contracts.</p> <ul style="list-style-type: none"> • Less than 1 years = 5 • 2 year = 10 points • 3 years = 15 points • 4+ years = 20 points 	20
4	Company Credentials	<p>a) Submit proof of registration with SAN (Security Association of Namibia)</p> <ul style="list-style-type: none"> • Proof of SAN attached = 20 • No cv attached = 0 	20

5	Tools & Equipment	<p>a) Submission of Equipment = 5 Points</p> <ul style="list-style-type: none"> • Flashlight - 1 point • Security Guard Baton - 1 point • Paper Spray - 1 point • Security guard belt - 1 point • Taser - 1 point <p>b) Submission of work gear = 5 points</p> <ul style="list-style-type: none"> • Uniforms – 2 points • Name tags - 1 point • Safety protective gear – 2 points <p>EXCEEDING REQUIREMENTS WILL NOT GAIN ADDITIONAL POINTS. Bidder must provide examples of uniform in a document indicating examples thereof.</p>	10
		TOTAL POINTS	70

5.3 CODE OF GOOD PRACTICE ON PREFERENCE REFERRED TO IN SECTION 71 AND 72 OF PUBLIC PROCUREMENT ACT, 2015

5.3.1 This code of good practice aims to - promote, facilitate, and strengthen measures to implement the empowerment and industrialization policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for money; grant exclusive preferences to categories of local suppliers through reservation of certain procurement of goods, works and services.

5.4 HOW MARGINS OF PREFERENCE MUST BE APPLIED TO DIFFERENT NATURE OF PROCUREMENTS - Paragraph 10(5)

Procurement	Margin of Preference
Namibian Shareholding	3%
Service Rendered by Namibians (key Personnels) - Indicate more than 60 % of Namibian employees within the service provider organization, company I.D Copies, CV of employees attached.	2%
Service rendered by Namibian Employees - Declaration on employing more than 80% Namibians at site.	3%
Women Owned Enterprise - IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership	1%
MSME - Declaration indicating the percentage of Namibian	1%

MSME ownership Women owned enterprise	
Total	10%

5.5 MARGINS OF PREFERENCES APPLICABLE FOR EXCLUSIVE PREFERENCES TO LOCAL SUPPLIERS

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

5.5.2 The Board or public entity, when evaluating bids for exclusive preference must apply the margins of preference specified in Column 2 of Annexure 6 to qualifying bidders per each qualifying category.

5.5.3 A bidder must include a declaration in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

5.5.4 If a bidder qualifies for margins of preferences on more than one basis, all such margins of preferences must be granted to the bidder and, when considering the bid, the bid price shall be reduced with the amount determined in accordance with the formula below:

$$A = MP \times BP/100$$

5.5.5 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" represent the bid price.

Example:

$$\text{Bidder C} \quad N\$ 25\,500 = \frac{10\% \times 255\,000}{100}$$

This means the Bid Price of N\$255 000 minus N\$ 25 500 = N\$ 229 500 for price evaluation

Purposes.

Letter of Acceptance

Date: _____

To: Whom it may concern

This is to notify you that your bid dated [date] _____ for execution of the Security Guarding Services to RFA Various Sites, 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 Road Fund Administration.

The contract shall be for an initial period of 36 months effective as from, _____ 2023, for the following site, Road Fund Administration, Head Office, 21 Feld Street, Ausspannplatz, Windhoek.

At the end of Year 1, the contract is renewable at the fixed rates quoted herein, subject to satisfactory performance.

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 in the prescribed time will constitute sufficient ground for the cancellation of the award.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Service Provider: _____

Enclosure: Contract (in two originals)