



Private Bag 12003 Windhoek Namibia | (Tel) +264 83 235 2100 | (Web)
<http://www.ncaa.com.na>

REQUEST FOR QUOTATIONS

PROCUREMENT FOR A SERVICE LEVEL AGREEMENT (SLA) FOR MAINTENANCE OF
THREE GENERATORS AT NAMIBIA CIVIL AVIATION AUTHORITY (NCAA) FOR A PERIOD
OF 36 MONTHS (3 YEARS)

Bidder Name: _____	Bidder Representative: _____
Tel: _____	Mobile: _____
Email: _____	Fax: _____
Bid Amount : _____	Contract period (days): _____

Procurement Reference No: NCS/RFQ/NCAA-01/2026

Issuing date: 18 June 2026

Closing date: 11 July 2026

Time: 11H00

**Namibia Civil Aviation Authority
Head Office
No.4 Rudolph Hertzog street
Ausspanplatz
Windhoek Namibia**

**| Email: PMU@ncaa.na
| Website: www.ncaa.com.na
| Tel: +264 83235 2166/7/2201**



Private Bag 12003 Windhoek Namibia | (Tel) +264 83 235 2100 | (Web) <http://www.ncaa.com.na>

Letter of Invitation

Dear Sirs,

NCS/RFQ/NCAA-01/2026 Procurement for a service level agreement (SLA) for Bi-Annual Maintenance and Servicing of Generators for Namibia Civil Aviation Authority (NCAA) for a Period of 36 months (3 years).

The Namibia Civil Aviation Authority (NCAA) invites you to submit your best quote for the items described in detail hereunder.

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

Queries, if any, should be addressed to Procurement Management Unit Tel +264 83 235 2166, E-mail: PMU@ncaa.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.

Ms. Joy Sanana

Email address: PMU@ncaa.na

Tel no: +264 83 235 2168

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Instructions to Bidders

A. General

<p>1. Scope of Bid</p>	<p>1.1 The Namibia Civil Aviation Authority (NCAA) also referred to herein as the Employer invites bids for the provision of A Service Level Agreement (SLA) for Generator maintenance for Namibia Civil Aviation Authority (NCAA) – Head Office & Eros Airport as described in Section III- Scope of Service and Performance Specifications.</p> <p><i>The contract shall be on the basis of fixed rates for an initial period of 36 months.</i></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>
<p>2. Application for Review</p>	<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="text-align: center;">The Chairperson Review Panel Ministry of Finance Private Bag 13295 Windhoek, Namibia</p>
<p>3. Corrupt or Fraudulent Practices</p>	<p>3.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.</p> <p>3.2 Bidders, suppliers and public officials shall be aware of the provisions stated in the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU): www.mof.gov.na/procurement-policy-unit</p> <p>3.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has,</p>

	<p>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> <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;</p> <p>(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;</p> <p>(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;</p> <p>(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</p> <p>(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.</p>
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4. Eligible Bidders

4.1 The Employer may, in the course of bids evaluation, require the submission of signed statements from the

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.

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 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 re maintenance SLA 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 experience 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 three years' experience in managing Generators maintenance SLA** of a comparable nature.

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

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.

Site visits can be scheduled at the request of the Bidders:

LOT 1 NCAA Head Office at 10H00

LOT 2 Eros Airport at 11H00

B. Bidding Documents

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:

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

- 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:

Mrs. Joy Sanana

Manager Procurement

Namibia Civil Aviation Authority (NCAA)

Attention to: Procurement Management Unit

E-mail: PMU@ncaa.na

The Employer will respond to any request for clarification received earlier than **14 days prior to the deadline for submission of bids**. 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);
- (f) Bid Securing Declaration;

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

- I. a valid original good standing Tax Certificate;
 - II. a valid original 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 ;
 - 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) Any other requirements as per Section VI.

**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.

(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 Generators' maintenance SLA plan, including the number of staff, their task, and timelines for performing Generators' maintenance SLA 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 Generator maintenance SLA staff (Male/Female) available, including their level of experience.
- 2) confirmation that the Service Provider is able to supply ex-stock Generator maintenance SLA materials and consumables.
- 3) detailed staff work plans for Generator maintenance SLA 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 Generator maintenance SLA 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.

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 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.

- 17. Bid Securing Declaration**
- 17.1 The Bidder shall be aware of the content of the Bid Securing Declaration and shall subscribe to it by signing the Bid Submission Form.
- 17.2 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.
- 18. Format and Signing of Bid**
- 18.1 The Bidder shall prepare one original set of the documents comprising the Technical and Financial Proposals as described in ITB Clause 12. In addition, the Bidder shall submit **2 (two)** 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

- 19. Sealing and Marking of Bids**
- 19.1 The Bidder shall seal the original and all copies of the Bid in one envelope.
- 19.2 The envelope shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to:

Namibia Civil Aviation Authority (NCAA)

No; 04 Rudolph Hertzog Street

Bids by post or hand delivered should reach Namibia Civil Aviation Authority (NCAA) by the same date and time at latest. Late submissions will be rejected

Bids received by fax or e-mail will not be considered.

- (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.

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.

20. Deadline for Submission of Bids

20.1 Bids shall be delivered to the Employer at the address specified above not later than :

11 July 2026

Due Time: 11H00

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.

21. Late Bids

21.1 Any bid received by the Employer after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.

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.

22.3 No bid may be modified after the deadline for submission of bids.

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 presence of the Bidders' representatives who choose to attend, at:

Namibia Civil Aviation Authority (NCAA).

No: 04 Rudolph Hertzog Street

Due date: 11 July 2026

Due Time: 11H15

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 a marking system. The lowest financial proposal (F_m) will be given the maximum mark (S_m) allocated to financial proposals and the marks shall be computed as follows:

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

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 and so forth for the other bidders).

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 each Lot** 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

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

- Reject any or all Bids** 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.
- 34. Performance Security**
- 34.1 Within 30 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount 10% 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.
- 34.2 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*.
- 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 – Bid Data Sheet

A. General	
ITB 1.1	<p>The Employer is Namibia Civil Aviation Authority (NCAA)</p> <p>The name and reference number of the PROCUREMENT FOR A SERVICE LEVEL AGREEMENT (SLA) FOR MAINTENANCE OF THREE GENERATORS AT NAMIBIA CIVIL AVIATION AUTHORITY (NCAA) FOR A PERIOD OF 36 MONTHS (3 YEARS)</p> <p>NCS/RFQ/NCAA-01/2026</p>
ITB 2.2	<p>Applications for review must be addressed to:</p> <p>The Chairperson Review Panel Ministry of Finance Private Bag 13295 Windhoek, Namibia</p>
ITB 5.2	Pre-qualifications <i>have not</i> been carried out.
ITB 5.3	<p>The Qualification Information and Bidding forms to be submitted are as follows:</p> <p>Bid Submission Form Bid Securing Declaration Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015. Qualification Information</p>
ITB 5.5(a)	The minimum required annual volume of Services for the successful Bidder in any of the last 5 years shall be <i>5 years with a cumulative value of at least N\$ 500,000 per annum.</i>
ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years 3 similar projects.
ITB 5.5(e)	The minimum amount of liquid assets net of other contractual commitments of the successful Bidder shall be N\$ 100,000.00.

	This must be evidenced by a Three Month Bank Statement or an unconditional letter from a Recognized Financial Institution stating availability of such funds.
ITB 8.1	<p style="text-align: center;">LOT 1 NCAA Head Office at 10H00 LOT 2 Eros Airport at 11H00</p> <p>Physical site visits can be scheduled at the request of the Bidders</p>
B. Bidding Data	
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be One Original and One Copy.
C. Preparation of Bids	
ITB 10.1	Request for Clarification should reach the Purchaser not later than 14 days , prior to the closing date for submission of bids.
ITB 13.1	<p>The Bidder shall structure the operational and technical part of its Proposal as follows:</p> <p>Management Plan Resource Plan Safety and Health Plan Proposed Plan of Work</p>
ITB 14.4	The Contract is 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	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted.
D. Submission of Bids	
ITB 20.2	<p>The Employer's address for the purpose of Bid submission is:</p> <p>Namibia Civil Aviation Authority 4 Rudolph Hertzog Street Windhoek Namibia</p> <p>The deadline for bid submission is:</p> <p>Date: 11 JULY 2026</p> <p>Time: On or before 11H00 AM</p> <p>NB: In case of a discrepancy between the bidder's time and the time at the NCAA reception, the time at the NCAA reception will prevail.</p>

	<p>Each envelope shall be endorsed:</p> <p>PROCUREMENT FOR A SERVICE LEVEL AGREEMENT (SLA) FOR MAINTENANCE OF THREE GENERATORS AT NAMIBIA CIVIL AVIATION AUTHORITY (NCAA) FOR A PERIOD OF 36 MONTHS (3 YEARS)</p> <p>Procurement Reference No: NCS/RFQ/NCAA-01/2026</p> <p>“DO NO OPEN UNTIL CLOSING DATE AND TIME”</p>
E. Bid Opening and Evaluation	
ITB 24.1	<p>Bids will be opened at</p> <p>Namibia Civil Aviation Authority (NCAA).</p> <p>No: 04 Rudolph Hertzog Street</p> <p>Due date: 11 JULY 2026</p> <p>Due Time: 11H15</p>
F. Award of Contract	
ITB 35.1	The Performance Security acceptable to the Employer shall be the in the Standard Form of an unconditional Bank Guarantee and for an amount equal to 10% of the value of the Contract Price.
ITB 36.1	The Advance Payment shall not be applicable.
ITB 37.1	<p>The Adjudicator proposed by the Employer is:</p> <p>No standing Adjudicator shall be appointed for this Contract. However, if the need arises to appoint an Adjudicator, the Appointing Authority for the Adjudicator shall be a relevant court of law within the Republic of Namibia.</p>

Section III – Bidding Forms

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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
_____	_____	_____
_____	_____	_____
_____	_____	_____

[if none, state "none"]

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

[Company's seal]

[This form is to be deleted if Bid Security is not applicable.]

**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.*

Annex to Technical Proposal Form**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)			

- 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)			

- 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)			

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)			

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)			

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.

Section IV – Scope of Service and Performance Specifications

TERMS OF REFERENCES

1. Annual Maintenance and Servicing of Generators - NCAA

1.1. Purpose of Service

The objective of this assignment is to ensure the generator operates efficiently, reliably, and safely through comprehensive annual maintenance, inspection, testing, and servicing in accordance with the manufacturer's specifications and applicable standards. The Contractor will also be expected to supply diesel to ensure continuous power supply during down times.

2. SITE VISITS BY TENDERERS

2.1. Tenderers site inspection will be conducted under the auspices of the NCAA.

2.1.1. No claims of whatever nature shall be entertained by the Employer on account of the Tenderers' non-familiarizing with the conditions on site.

2.1.2. Non-Compulsory site visit is required to ensure that the tenderers acquaint themselves what is expected.

3. PARTICULAR SPECIFICATIONS: TECHNICAL REQUIREMENTS FOR GENERATOR MAINTENANCE AND SERVICING.

3.1. The Generators to be inspected are as follows:

3.1.1. MITSUBISHI GENERATOR 800kVA (1)

3.1.2. JOHN DEREER GENERATOR 200 kVA (2)

This specification covers the supply, delivery, installation, testing, commissioning and maintenance of specialised Generator and parts thereof.

3.2. NATIONAL AND INTERNATIONAL STANDARDS

The latest edition, including all amendments up to date of tender of the following particular national and international specification, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof:

- SANS 10142-1:2024
- ISO 8528-13 (2026)

3.3. The types of Generators to be maintained are as follows:

3.3.1. MITSUBISHI GENERATOR 800kVA (1)

3.3.2. JOHN DEREER GENERATOR 200 kVA (2)

3.4. The Generator Bi-annually services include the following activities (service inspection/health check):

3.4.1. Visual inspection of the generator set, control panel, alternator, engine, and enclosure

3.4.2. Inspection of mounting, vibration isolators, exhaust system, and fuel system

- 3.4.3. Check for leaks (oil, fuel, coolant) and abnormal wear
- 3.4.4. Change engine oil and replace oil filters
- 3.4.5. Replace fuel filters and air filters
- 3.4.6. Check and top up coolant; inspect radiator, hoses, and belts
- 3.4.7. Inspect and adjust belts, clamps, and fasteners
- 3.4.8. Inspect alternator, wiring, and connections
- 3.4.9. Check insulation, earthing, and battery charger
- 3.4.10. Test batteries, clean terminals, and check electrolyte levels
- 3.4.11. Inspect and test control panel, sensors, gauges, and alarms
- 3.4.12. Blowing out all dust build up in the generator
- 3.4.13. Execution and maintenance of the generator Service Plan
- 3.4.14. Routine Checks are to be done every six (6) months

4. GENERATOR MAINTENANCE

- 4.1. Maintenance can be carried out either:
 - 4.1.1. As per bi-annual scheduled preventative plan as required.
 - 4.1.2. As callouts. Callouts will be classified as minor or critical by the NCAA Maintenance Personnel.
- 4.2. Work shall be carried out with a valid Work Order Request (WOR) and Purchase Order (PO). The WOR & PO together with relevant invoices for work done, hours worked, spares used and transport from the TOWN/CITY OF MOBILIZATION, must be signed off by the Client.
- 4.3. No works must be carried out without a signed WOR and not works will be processed for payment without inspection and signing off of the WOR.
- 4.4. The requirement above (3.1) does not include work callouts classified as critical to the safe operation of NCAA-ANS service provision.
- 4.5. The contractor shall receive a complete listing of all Generator systems at the start of the contract. This list will be used to schedule the maintenance as required.
- 4.6. All units without reference numbers will be supplied with a reference number and the NCAA Maintenance Personnel will audit the list regularly.

5. REPLACEMENT OF GENERATOR UNIT(S)

- 5.1. Replacement shall take place if a unit cannot be repaired and must be requested and authorized by the NCAA. The NCAA must create a WOR & PO before the unit is ordered and installed.

6. GENERATOR FUEL SUPPLY

The Contractor shall be responsible for the supply, delivery, and management of diesel fuel for generators located at the NCAA Head Office and Eros Airport. The Contractor shall ensure that generators always maintain sufficient fuel levels to guarantee uninterrupted power supply during utility outages or operational emergencies upon notification and request by the NCAA. The scope of work shall include, but not be limited to, the following:

- 6.1. The contractor shall supply diesel fuel compliant with Namibian fuel quality standards and suitable for use in diesel-powered standby generators.

Diesel shall be supplied and delivered to the following locations:

NCAA Head Office – Windhoek

Eros Airport – Windhoek

- 6.2. Fuel Delivery

The contractor shall:

Deliver diesel fuel as required or upon request by the NCAA Maintenance Personnel.

Ensure safe transportation and handling of fuel in accordance with environmental and safety regulations.

Use approved fuel transport vehicles, equipments and tools as well as certified personnel.

- 6.3. Emergency Fuel Supply

In the event of emergency generator usage or prolonged down time or unexpected fuel depletion, the contractor shall be requested to deliver diesel fuel within a maximum response time of 2 hours or as agreed with NCAA.

- 6.4. Fuel Record Keeping

The contractor shall maintain accurate records of:

Diesel supplied per delivery

Date and time of delivery

Site receiving fuel

Quantity delivered

Authorized NCAA representative signature confirming delivery.

Monthly report of diesel supplied per lot.

These records shall be submitted as part of the maintenance report and monthly payment requests.

- 6.5. Compliance and Safety

Namibian environmental regulations on handling petroleum products are to be abided to.

Occupational health and safety requirements are to be abided to.

Airport security regulations are applicable for Eros Airport.

7. SPARE PARTS

- 7.1. The Contractor will not order spare parts without approval through a formal Work Order Request and issuance of a PO.
- 7.2. Usable spare parts shall be removed from scrapped units to be re-used in repairing other Gensets.

8. REPORTS

- 8.1. The contractor must submit a service report to the NCAA for all maintenance carried out within 7 working days upon maintenance completion.
- 8.2. All call outs, WOR, breakdowns with description of problem; work done and spares used as well as final sign off by the NCAA Maintenance Personnel must be included within the report.

9. GENERAL REQUIREMENTS

- 9.1. All personnel shall be competent and qualified to perform their receptive tasks according to the industry standards and to the satisfaction of the Client.
- 9.2. All scrap units and parts remain the property of NCAA and shall be returned to the NCAA for storage and disposal. Usable spare parts from scrapped units must be removed and stored for use on other generators.
- 9.3. The Tenderer shall acquaint themselves with the GENERATOR systems installed at the facilities prior to submission of tender.
- 9.4. For orientation for airport regulations, all personnel shall undergo safety and security workshops hosted by Namibia Airport company. Contractor shall ensure that their personal have valid certificates of conduct required for Airport Security permits.

10. GENERAL CONDITIONS OF WORK

The Contractor shall be responsible for:

- 10.1. Ensuring that the facilities of NCAA used for the purpose of maintenance and repairs must be kept clean at all times.
- 10.2. Consumables used for repairs.
- 10.3. Use all the right tools to perform the work
- 10.4. Use appropriate lifting or transporting of goods
- 10.5. Ensure continuous supervision
- 10.6. Ensure testing of each and every item
- 10.7. Handling, unloading, erecting, and commissioning of all the work included under this contract
- 10.8. Any crane or flatbed for lifting and transport included under this contract
- 10.9. All associated steel works included under this contract
- 10.10. All work and dealings should be carried out in a co-operative, accessible and professional manner with an experienced workforce under constant supervision of a qualified supervisor.

- 10.11. Before any work can commence, the contractor must at all times have in his possession a valid/current:
- 10.11.1. Proof of contract clearance.
- 10.11.2. Proof that the entire current workforce has received requisite induction training.
- 10.11.3. If the work should be in area classified as flammable or explosive, the Contractor shall subcontract a person in possession of a valid Certificate.
- 10.11.3.1.1. The Certificate holder shall obtain a certificate of compliance for all equipment to be installed in areas classified as flammable or explosive.
- 10.12. It should be noted that no payment would be made to any contractor if any labels or certificates to be issued are outstanding.
- 10.13. The contractor is reminded to constantly be mindful of the specifications contained in this document throughout the duration of the contract.

11. AREAS INCLUDED IN THE SCOPE

The List of NCAA Sites is detailed at Section VI Schedule 5.

12. PERFORMANCE MONITORING

12.1. 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.

12.2. 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 GENERATOR maintenance SLA 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 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.

12.3. 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 IV – Activity Schedules

BILL OF QUANTITIES

ANNEXURE1-LOT 1 TO LOT 2: Procurement Reference Number: NCS/RFQ/NCAA – 01/2026

NB: ALL RATES PRICING IS TO BE FOR A 36 MONTHS PERIOD.**NB: TRANSPORT IS TO BE CHARGED FROM STATED TOWN/CITY OF MOBILIZATION TO EACH SITE.**

LOT 1		NCAA HEAD OFFICE – TOWN/CITY OF MOBILIZATION IS <u>WINDHOEK</u> (FITNESS CERTIFICATE REQUIRED) TRANSPORT CHARGE PER KILOMETER: N\$/KM _____	
OFFICE/SITE	ITEM 1	GENERATOR TYPE AND SIZE	RATE CHARGED FOR MAINTENANCE ACTIVITY
NCAAA HEAD OFFICE	MAINTENANCE & REPAIR	mitsubishi GENERATOR (800kVA)	Every 6 months (Bi-Annual) N\$ _____ PER UNIT UNITS TOTAL N\$ _____
OFFICE/SITE	ITEM 2	GENERATOR TYPE AND SIZE	UNIT
NCAAA HEAD OFFICE	DIESEL SUPPLY	mitsubishi GENERATOR (800kVA)	N\$ _____ PER LITER
			SERVICE PROVIDER MARGIN N\$ _____ PER LITER
			FUEL DISCOUNT N\$ _____ PER LITER
			TOTAL FUEL COST N\$ _____ PER LITER

LOT 1 - GRAND TOTAL (EXCL VAT)	N\$ _____
---------------------------------------	-----------

LOT 2	EROS AIRPORT – TOWN/CITY OF MOBILIZATION IS WINDHOEK (FITNESS CERTIFICATE REQUIRED) TRANSPORT CHARGE PER KILOMETER: N\$/KM _____
--------------	--

OFFICE/SITE	ITEM 1	GENERATOR TYPE AND SIZE	RATE CHARGED FOR MAINTENANCE ACTIVITY
EROS AIRPORT	MAINTENANCE & REPAIR	mitsubishi GENERATOR (800kVA)	Every 6 months (Bi-Annual) N\$ _____ PER UNIT UNITS TOTAL N\$ _____
OFFICE/SITE	ITEM 2	GENERATOR TYPE AND SIZE	UNIT
EROS AIRPORT	DIESEL SUPPLY	2 X JOHN DERE E GENERATOR 200 KVA	N\$ _____ PER LITER
			SERVICE PROVIDER MARGIN N\$ _____ PER LITER
			FUEL DISCOUNT N\$ _____ PER LITER
			TOTAL FUEL COST N\$ _____ PER LITER
LOT 2 - GRAND TOTAL (EXCL VAT)			N\$ _____

PRICE SCHEDULE

ITEM	UNIT	RATE (N\$)	SUM (N\$)
LOT 1 - PROVISIONAL SUM FOR REPLACEMENTS & TRANSPORT	PS		N\$ 70,000.00
LOT 1 GRAND TOTAL	LS		
LOT 2 - PROVISION SUM FOR REPLACEMENTS & TRANSPORT	PS		N\$ 100,000.00
LOT 2 GRAND TOTAL	LS		
BID TOTAL (INCL PS)			
VAT			
BID PRICE (INCL VAT)			

Service Providers should indicate if they are VAT registered or not.

Fuel costs are to be adjusted accordingly, with date of bidding being the base date.

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

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

1.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or on such other date as may be stated in the letter of Acceptance.
1.2 Commencement of Services	<p>1.2.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general arrangements, order, timing for Generator maintenance SLA , human resources and logistics. The Services shall be carried out in accordance with the approved Program as updated.</p> <p>1.2.2 The Service Provider shall start carrying out the Services no later than thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the Letter of Acceptance.</p>
1.3 Intended Completion Date	1.3.1 Unless terminated earlier pursuant to Sub-Clause 1.7, the Service Provider shall complete the activities within 36 months.
1.4 Modification	1.4.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the service or of the Contract Price, may only be made by written agreement between the Parties.
1.5 Force Majeure	<p>1.5.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>1.5.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract,</p>

	and (b) has informed the other Party as soon as possible about the occurrence of such an event.
<p>1.6 Notices</p>	<p>1.6.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party. The address for notices is:</p> <p>Employer: Ms. Toska Sem</p> <p>Executive Director</p> <p>Namibia Civil Aviation Authority (NCAA)</p> <p>Attention to: Procurement Management Unit</p> <p>E-mail: PMU@ncaa.na</p> <p>Service Provider:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>1.7 Termination</p>	<p>1.7.1 The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause :</p> <p>(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within a prescribed time or after being notified or within any further period as the Employer may have subsequently approved in writing;</p> <p>(b) if the Service Provider becomes insolvent or bankrupt;</p> <p>(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of</p>

	<p>the Services for a period of not less than seven (7) days; or</p> <p>(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purposes of this Sub-Clause:</p> <p>(i) “corrupt practice”⁵ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice”⁶ 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;</p> <p>(iii) “collusive practice”⁷ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice”⁸ 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;</p> <p>(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</p>
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⁵ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

⁶ 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.

⁷ 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.

⁸ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

	<p>the investigation or from pursuing the investigation; or</p> <p>(e) if the maximum of the 10 % penalty has been exceeded as per clause 2.9.</p> <p>1.7.2 Notwithstanding sub-clause 1.7.1, the Employer may terminate the Contract for convenience after giving thirty (30) days' written notice.</p> <p>1.7.3 The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause:</p> <p>(a) if the Employer fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 6 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than seven (7) days.</p> <p>1.7.4 Upon termination of this Contract pursuant to Sub-Clauses 1.7.1, 1.7.2 or 1.7.3 the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to Clause 4 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b) and (d) of Sub-Clause 1.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p>
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2. Obligations of the Service Provider

2.1 General	The Service Provider shall perform the Services in accordance with the Scope of Service and Performance Specification, the Activity Schedule, and carry out its obligations with all due
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	diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate human resources and logistics indicated in Appendix A to the Contract Form. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealing with subcontractors or third parties.
2.2 Confidentiality	The Service Provider, its subcontractors, and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
2.3 Service Provider's Actions Requiring Employer's Prior Approval	The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"), (c) changing the Program of activities; and (d) any other action that may be specified in the handing over of site.
2.4 Assignment	The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.
2.5 Indemnification	The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's Liability and Workmen's Compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material

	<p>or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.</p>
<p>2.6 Insurance and Liabilities to Third Parties</p>	<p>(a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.</p> <p>(b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's Compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.</p> <p>(c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.</p> <p>(d) Except for the Employer's Liability and Workmen's Compensation insurance, the insurance policies under this clause shall:</p> <ul style="list-style-type: none"> (i) name the Employer as additional insured; (ii) include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer; (iii) provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
<p>2.7 Reporting Obligations</p>	<p>The Service Provider shall submit to the Employer, the reports and documents specified in Section III, and any other matter in the form and time specified therein or as otherwise agreed upon addressed to:</p> <p style="text-align: center;">Ms. Toska Sem</p>

	<p>Executive Director</p> <p>Namibia Civil Aviation Authority (NCAA)</p> <p>Attention to: Procurement Management Unit</p> <p>E-mail: PMU@ncaa.na</p>
2.8 Tax and Duties	The Service Provider, subcontractors, and their personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the contract price.
2.9 Liquidated damages for non-performance	The Service Provider shall pay liquidated damages to the Employer for non-performance at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of liquidated damages shall not exceed 10 % of the monthly remuneration for that service. The Employer may deduct the liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.
2.10 Performance Security	The Service Provider shall provide the required Performance Security to the Employer not later than 30 days after the award of the contract. The Performance Security shall be issued in an amount and form indicated in the letter and by a bank operating in Namibia. The Performance Security shall be valid until a date 30 days after the Completion Date of the Contract.

3. Service Provider's Personnel

3.1 Description of Personnel	The titles agreed job descriptions, minimum qualifications, and estimated periods of engagement of the Service Provider's Key Personnel and GENERATOR maintenance SLA personnel for carrying out the Services are described in Section IV. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
3.2 Removal and/or Replacement of Personnel	(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

	<p>(b) If the Employer finds that any of the personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of any personnel.</p>
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4. Payments to the Service Provider

4.1 Lump-Sum Remuneration	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 4.5, the Contract Price may only be increased above the amounts stated in Sub-Clause 4.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 1.4 and 4.3.
4.2 Contract Price	The amount payable is on completion of monthly activities.. Prices shall be fixed and inclusive of all taxes.
4.3 Terms and Conditions of Payment	Payments will be made to the Service Provider on a monthly basis 30 days after certification of invoices subject to the Employer obtaining the invoice and accompanying documents as required by the Employer not later than the 15 th of the current month. Any adjustment in respect of absences and liquidated damages for the current month shall be communicated to the Service Provider to enable the latter to make the necessary adjustment in the subsequent invoices.
4.4 Interest on Delayed Payments	If the Employer has delayed payments beyond fifteen (15) days after the due date stated, interest shall be paid to the Service Provider for each day of delay at the legal rate.
4.5 Price Adjustment	Prices shall be adjusted for fluctuations in the cost of inputs.

<p>4.6 Labour clause</p>	<p>4.6.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-</p> <ul style="list-style-type: none"> (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned; (ii) by arbitration awards; or (iii) by any Remuneration Regulations applicable. <p>4.6.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:</p> <ul style="list-style-type: none"> (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts; (b) stating whether any remuneration payable in respect of work done is due; (c) containing such other information as the Executive Director of the NCAA may require to satisfy himself that the provisions under this clause have been complied with. <p>4.6.3 Where the Executive Director of the NCAA is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 4.3, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.</p> <p>4.6.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.</p>

5. Quality Control

5.1 Identifying shortcomings	The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider's contractual obligations towards providing a satisfactory service.
5.2 Attending to shortcomings	<p>(a) The Employer shall give notice to the Service Provider of any shortcoming.</p> <p>(b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer's notice.</p> <p>(c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer's notice, the Employer will consider such act as a lack of performance which could lead to the termination of part or the whole contract as a breach in the good performance of the contract.</p>

6. Settlement of Disputes

6.1 Dispute Settlement	<p>If a dispute between the parties arises in connection with performance of obligations under this Contract, either party shall serve a written notice of dispute providing adequate details of the nature of the dispute. Notwithstanding the existence of the dispute, all parties shall continue to perform their obligations under the Contract.</p> <p>After receipt of the notice of dispute, the parties should use their best endeavors to resolve the dispute or to agree methods of doing so. If after 30 days of the service of the notice of dispute there is no resolution of the dispute, it shall be referred to court for settlement under the laws of Namibia.</p>
6.2 Applicable Law	The Contract shall be implemented, interpreted, executed and enforced in accordance with the laws of Namibia.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is: No standing Adjudicator shall be appointed for this Contract. However, if the need arises to appoint an Adjudicator, the Appointing Authority for the Adjudicator shall be a relevant court of law within the Republic of Namibia.
1.1(d)	The contract name is: PROCUREMENT FOR A SERVICE LEVEL AGREEMENT (SLA) FOR MAINTENANCE OF THREE GENERATORS AT NAMIBIA CIVIL AVIATION AUTHORITY (NCAA) FOR A PERIOD OF 36 MONTHS (3 YEARS) Procurement Reference No: NCS/RFQ/NCAA-01/2026
1.1(g)	The Employer is Namibia Civil Aviation Authority.
1.1(l)	The Member in Charge is _____
1.1(o)	The Service Provider is _____
1.4	The addresses for notices are: Namibia Civil Aviation Authority 4 Rudolph Hertzog Street Windhoek Namibia Service Provider: Attention: Facsimile:
1.6	The Authorized Representatives are: For the Employer: Marty Hasheela – Manager Projects For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is after signing of contract.
2.2.2	The Intended Starting Date for the commencement of Services is 7 days after signing of contract.
2.3	The Intended Completion Date is 36 months from the intended commencement date of the contract.

3.9	Restrictions on the use of documents prepared by the Service Provider are that all contents of their bid are confidential.
3.10.1	The liquidated damages rate is N\$ 500 per week. The maximum amount of liquidated damages for the whole contract is 5% of the Contract Price.
3.10.3	The percentage to be used for the calculation of Lack of performance Penalty/(ies) is 10% of the Contract Price. The Defects Liability Period is 12 months on new installations and 6 months on workmanship.
5.1	The assistance and exemptions provided to the Service Provider is not applicable.
6.4	Payments shall be established subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance of service.
6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4 (as well as certification that the works have been completed), and within 60 days in the case of the final payment.
6.6.1	Price adjustment is applied in accordance with Sub-Clause 6.6. The method for adjustment of prices are: <ul style="list-style-type: none"> • AA rate per kilometer to be adjusted annually. • The base rate of diesel to be adjusted monthly. • Cost of replacement parts to be quoted on the spot. • Cost of Labor to be adjusted annually as Gazetted.
7.1	The principle and modalities of inspection of the Services by the Employer are subject to a request for inspection of works/ submission of a works report by the Service Provider. The Defects Liability Period is 12 months for new installations.
8.2.3	The Adjudicator is : No standing Adjudicator shall be appointed for this Contract.
8.2.4	The arbitration procedures of the following institutions will be used: Arbitration in Namibia: Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties".

8.2.5	The designated Appointing Authority for a new Adjudicator shall be a relevant court of law within the Republic of Namibia.
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Section VIII – Schedules

1. Evaluation Criteria

1. Qualification Criteria

Bidders should submit documents in respect of the following:

- (a) Reference letter(s) / Handover or Completion Certificate(s) **(from an Employer)** of at least three (3) successfully Generator maintenance SLA projects in the last 5 years with a cumulative value of at least N\$1,000,000.
- (b) Qualifications and experience of key supervisory personnel proposed .
Mechanical Supervisor and Electrical / Electronic Supervisor and One Namibian Graduate Trainee:
 - i) Mechanical Supervisor** (with 5 years of general mechanical installations and 3 years' specific experience in Generators and UPS). (Level 3 Trade Diploma at NQF Level 3).
 - ii) Electrical / Electronic Supervisor** (with 5 years general experience in electrical/electronic installations and 3 years' specific experience in Generators and UPS electrical connections). (Level 3 Trade Diploma at NQF Level 3).
 - iii) Minimum One (1) Namibian Level 3 Trade Diploma at NQF Level 3 Graduate Trainee** (with relevant qualification (Electrical / Electronics)).

1.1 Preliminary Examination of Bids

#	Description	Yes	No
1	Bidder has submitted the duly filled-in, signed, and or stamped, and dated Bid Submission Form.		
2	One (1) original and one (1) copy of the bid are typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder		
3	The bidding document is signed, and all pages of the bid are initialed by the person signing the bid.		
4	A bid is written in the English language		
5	The offered period of validity of the bid is in line with the period stipulated (180 days)		
6	The bidder has completed, signed, and submitted a Bid Securing Declaration.		
7.	Verify debarment on the Procurement Policy Unit website (Is bidder in good standing)		

To ensure completeness of the bidding document.

1.2 Eligibility Criteria

#	Description	Yes	No
1	Bidder has submitted a certified copy of the company registration/founding statement.		
2	In line with Section 29 (A) of the Public Procurement Act No 15 of 2015 as amended, attached Bidder (Owners/Shareholders) provided valid proof of citizenship in the form of Namibian Identity Documents, certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) and in the case of Joint Ventures (JV), all Bidders must comply.		
3	Bidder has submitted an original or certified copy of a valid, good-standing TAX Certificate (NAMRA). In the case of a JV, both parties must submit.		
4	Bidder has submitted an original or certified copy of a valid, good-standing Social Security Certificate). In the case of a JV, both parties must submit.		

5	Bidder has a valid certified copy of Affirmative Action Compliance Certificate or, in its absence, proof from Employment Equity Commissioner stating that the Bidder is not a relevant employer, or an exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.). In the case of a JV, both parties must submit.		
6	Bidder has submitted a valid certified copy of the certificate indicating SME and NPPC Status). In the case of a JV, both parties must submit.		
7	A written undertaking as contemplated in section 138 (2) of the Labour Act, 2007 (Act No. 11 of 2007)		
8	In case of a Joint Venture, a duly completed, initialed, and signed Joint Venture Agreement outlining the managing structure of the JV and the power of attorney for the signatory of the joint venture		

Failure to submit eligible documents, the bidder shall be deemed not substantially compliant, therefore disqualified, and excluded from technical evaluation and price comparison.

2. Technical and Financial Evaluation

2.1 Technical and Financial Evaluation

#	Description	Score points	No
1.	<p>Reference letter(s) on official letterhead and signed off by HOD or Head of institution / Handover or Completion Certificate(s) (from an Employer) of at least three (3) successful Generator maintenance projects in the last 5 years with a cumulative value of at least N\$ 500,000.</p> <p>Three (3) Project Reference Letters - 15 Points</p> <p>Two (2) Projects Reference Letters - 10 Points</p> <p>One (1) project – 5 points</p> <p>NB: Completion certificate must have traceable contact details and project value.</p> <p>NB: Reference letters must indicate value to determine cumulative value.</p>	15	
2.	Qualifications of key site management and technical personnel (CVs and certified copies of qualifications and IDs to be attached)	16	

	<p>i) Mechanical Supervisor (with 5 years of general mechanical installations and 3 years' specific experience in Generators and UPS). (Level 3 Trade Diploma at NQF Level 3).</p> <p>5 years and more – 4 Points</p> <p>2 to 4 Years - 2 Point</p> <p>Less than 1 year – 0 points,</p> <p>Level 3 Trade Diploma at NQF Level 3</p> <p>With Required Qualification - 2 Points</p> <p>Without Required Qualification – 0 points,</p> <p>ii) Electrical / Electronic Supervisor (with 5 years general experience in electrical/electronic installations and 3 years' specific experience in Generators and UPS electrical connections). (Level 3 Trade Diploma at NQF Level 3).</p> <p>5 years and more - 4 Points</p> <p>2 to 4 Years - 2 Point</p> <p>Less than 1 year – 0 points,</p> <p>Level 3 Trade Diploma at NQF Level 3</p> <p>With Required Qualification - 2 Points</p> <p>Without Required Qualification – 0 points,</p> <p>iii) Minimum One (1) Namibian Level 3 Trade Diploma at NQF Level 3 Graduate Trainee (with relevant qualification (Electrical / Electronics).</p> <p>With Required Qualification - 4 Points</p> <p>Without Required Qualification – 0 points,</p>		
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3.	SLA Methodology Attach company profile – Core business activities, Organogram and general support to the SLA. Attach work methods to ensure availability of personnel and equipment's.	5 5	
4.	Attach the Non-Compulsory site meeting attendance certificate signed by the NCAA Project Manager (Certificate to be issued on site).	4	
5.	Verifiable Proof of Locality i.e. Fitness Certificate / Valid Lease Agreement (with Fitness Certificate) to indicate place of business within Town/City of Mobilization	5	
6.	Certification as Service Agents by the Original Equipment Manufacturers (OEM) for each brand of Generator. Mitsubishi 800kVA Generator JOHN DEERE 200kVA DIESEL Generators (2)	 5	
7.	Proof of Guarantee on Workmanship (by the Bidder) and Equipment's (by suppliers).	5	
8.	Margin of preference	10	
	Total score	70	

The minimum pass mark for the Technical Evaluation shall be **50 points (marks) out of 70** and only those bids having scored at least the pass marks shall be retained for further evaluation. Bids having scored less than the pass marks shall be declared not responsive.

The prices shall be compared as per a marking system (**out of 30 points (marks)**). The lowest financial proposal (F_m) will be given the maximum mark (S_m) allocated to financial proposals and the marks shall be computed as follows:

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

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 and so forth for the other bidders).

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

CATEGORIES OF BIDDERS	MARGIN OF PREFERENCE	DOCUMENT EVIDENCE TO BE SUBMITTED	CRITERIA
Manufacturer	2%	-Certificate of registration from a registering authority. -Declaration by the bidder that the manufactured goods meet the local content.	“manufacturer” means a person or a company that is involved in the physical or chemical transformation or materials or components into new products whether – (a) the transformation is through work; (i) Performed by a power-driven machine or by hand; or (ii) Done in a home or factory; or (iii) The new products are sold on a wholesale or retail basis.
Micro, Small and Medium Enterprise	1%	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership	a bidder who is a MSME, means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51 % owned by Namibians.
Women owned enterprise	1%	-IDs of all shareholders	A bidder who is a woman or whose minimum equity

		<p>Founding statement/company registration indicating ownership structure/shareholder certificate</p> <p>-declaration indicating the percentage of Namibian female ownership</p>	<p>is 51% owned by Namibian women.</p>
Youth Owned enterprise	2%	<p>-IDs of all shareholders</p> <p>-Founding statement/company registration indicating ownership structure/shareholder certificate</p> <p>-declaration indicating the percentage of Namibian youth ownership.</p>	<p>A bidder who is a youth or whose minimum equity is 51% owned by Namibian youths</p>
Previously Disadvantaged person owned enterprise	2%	<p>-IDs of all shareholders</p> <p>-Founding statement/company registration indicating ownership structure/shareholder certificates</p> <p>-declaration indicting the percentage of Namibian PDPs ownership.</p>	<p>a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs.</p>
Suppliers providing environmental protection	1%	<p>-Declaration and proof that the bidder meets the requirements set out in the bidding document.</p>	<p>A bidder that promotes the protection of the environment, maintains ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document.</p>

Suppliers providing employment to Namibian	1%	-declaration that the bidder employs 50% or more Namibian citizens.	A bidder who employs 50% or more of Namibian citizens.
TOTAL	10%		

[insert letter head of Employer]

2. Letter of Acceptance

[date]

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

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

The contract shall be for an initial period of months effective as from for the following sites:

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Service Provider: _____

Enclosure: Contract (in two originals)

[insert letter head of Employer]

3. Form of Contract

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the Service Provider's Bid;
- (c) the General Conditions of Contract;
- (d) the Scope of Service and Performance Specifications;
- (e) the Activity Schedule; and
- (f) the following Appendices: **[Note:** *If any of these Appendices is not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

4. Performance Security (Bank Guarantee)

.....[Bank's Name and Address of Issuing Branch or Office].....

Beneficiary:[Name and Address of Public Entity].....

Date:.....

PERFORMANCE GUARANTEE No.:.....

We have been informed that[name of the Supplier]..... (hereinafter called "the Contractor") has entered into Contract No.....[reference number of the Contract]..... dated..... with you, for the execution of [name of Contract and brief description of goods](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we [name of Bank]hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures (amount in words)]..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than thirty (30) days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....**Seal of bank and Signature(s)**.....

5. Generator Maintenance SLA Sites

LOT 1		NCAA HEAD OFFICE	
OFFICE/SITE	QUANTITY	GENERATOR TYPE AND SIZE	GENERATOR MAINTENANCE SCHEDULE & ACTIVITIES
NCAAA HEAD OFFICE	1	Mitsubishi 800kVA Generator	<p>Every 6 months (Quarterly)</p> <p>General Inspection</p> <ul style="list-style-type: none"> • Visual inspection of genset, engine, alternator, panel, enclosure • Check mountings, vibration isolators, exhaust & fuel systems • Inspect for leaks and abnormal wear <p>Engine & Mechanical</p> <ul style="list-style-type: none"> • Change oil and oil filters • Replace fuel & air filters • Check/top up coolant; inspect radiator, hoses & belts • Inspect belts, clamps, fasteners, turbo (if applicable) <p>Electrical System</p> <ul style="list-style-type: none"> • Inspect alternator, wiring & connections • Check insulation, earthing & battery charger • Test batteries; clean terminals • Test control panel, sensors, gauges & alarms

			<p>Testing & Commissioning</p> <ul style="list-style-type: none"> • Start/stop tests • Load testing (if available) • Verify voltage, frequency & performance • Test auto/manual changeover (if applicable) <p>Housekeeping & Safety</p> <ul style="list-style-type: none"> • Clean genset and area • Verify safety systems & emergency stop • Ensure HSE compliance
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LOT 2		EROS AIRPORT	
OFFICE/SITE	QUANTITY	GENERATOR TYPE AND SIZE	GENERATOR MAINTENANCE SCHEDULE & ACTIVITIES
EROS AIRPORT	2	JOHN DEERE 200kVA DIESEL Generators	<p>Every 6 months (Quarterly)</p> <p>Preventive Maintenance</p> <ul style="list-style-type: none"> • Routine servicing per John Deere standards • Inspect & service engine systems, alternator, control panels, batteries, exhaust • Oil & filter changes (oil, fuel, air) • Tighten electrical connections • Load testing & performance checks

			<ul style="list-style-type: none">• Cleaning of generator sets <p>Corrective Maintenance</p> <ul style="list-style-type: none">• Fault diagnosis & repairs• Replacement of defective parts (NCAA approval)• Emergency callouts to restore operation <p>Testing & Reporting</p> <ul style="list-style-type: none">• Functional testing after service/repair• Service reports covering:<ul style="list-style-type: none">• Work done• Generator condition• Parts replaced• Maintenance recommendations
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6. Check list for Bid Submission

	List of documents	Please tick
(a)	Bid Form duly filled as per format in Section II;	
(b)	Qualification Information Form duly filled as per format in section II together with: <ul style="list-style-type: none"> (i) Copy of legal status of Bidder; (ii) Power of Attorney or other evidence certifying that the signatory of the bid may commit the bidder, where applicable; (iii) Balance sheets, profit and loss statements or Auditor's Reports or Financial Statements for the last three years; (iv) Statement of Compliance with the eligibility criteria as per ITB 4.1; (v) Undertaking of compliance for payment of salaries and wages as per ITB 5.2 (d) and (vi) Documents described in ITB 13.1 to enable technical evaluation to be carried as per the criteria mentioned in Section VI. 	
(c)	Priced Activity Schedule as per format contained in Section IV; and	

Bidders are cautioned that the above Check List is meant to assist them in submitting a bid which is complete but the onus is on them to read carefully the bidding documents and to ascertain that their bids contain all the necessary documents that have been requested in the bidding documents and that they have forwarded all the data and references needed to assess their merits as per the technical evaluation criteria.