



TO WHOM IT MAY CONCERN

TENDER: PROVISION OF LUNCH SERVICES FOR BANK OF NAMIBIA OSHAKATI BRANCH

CLOSING DATE : FRIDAY, 15 NOVEMBER 2024 AT 12:00
TENDER NUMBER : BON TENDER NO. 26/2024

YOU ARE INVITED TO TENDER FOR THE PROVISION OF LUNCH SERVICES FOR BANK OF NAMIBIA OSHAKATI BRANCH AS INDICATED IN THIS TENDER DOCUMENT. THE TERMS AND CONDITIONS ATTACHED ARE APPLICABLE.

ANY INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE AN EXPRESSED OR IMPLIED CONTRACT OR OFFER. THE BANK MAY CANCEL THIS PROCESS AT ITS SOLE DISCRETION.

THE TENDER MUST BE SEALED IN AN ENVELOPE CLEARLY MARKED **“PROVISION OF LUNCH SERVICES FOR BANK OF NAMIBIA OSHAKATI BRANCH” AT THE BANK OF NAMIBIA.**

THE TENDER MUST BE HAND DELIVERED TO:

**BANK OF NAMIBIA
71 ROBERT MUGABE AVENUE
WINDHOEK**

YOURS FAITHFULLY

David Kambinda
DEPUTY DIRECTOR: PROCUREMENT & FACILITIES MANAGMENT

BANK OF NAMIBIA

PROVISION OF LUNCH SERVICES FOR BANK OF NAMIBIA OSHAKATI BRANCH

INDEX

A.	TENDER FORM	3
B.	TENDERER REGISTRATION FORM	4
C.	TENDER CONDITIONS	11
D.	GENERAL CONDITIONS OF CONTRACT	16
E.	SCOPE, SPECIFICATIONS AND OPERATIONS REQUIREMENTS	21

A. TENDER FORM

BANK OF NAMIBIA
Deputy Director: Procurement and Facilities Management
P. O. Box 2882
71 Robert Mugabe Avenue
Windhoek
NAMIBIA

Dear Sir,

RE: TENDER FOR THE PROVISION OF LUNCH SERVICES FOR BANK OF NAMIBIA OSHAKATI BRANCH.

Having examined the Tenderer Registration Form, Tender Conditions, General Conditions of Contract and Scope, Specifications and Operations Requirements, herewith I/we offer to undertake to offer the Provision of Lunch Services for Bank of Namibia Oshakati Branch for the total sum of:

N\$ _____
(AMOUNT IN NUMBERS, VAT INCLUSIVE PER PERSON)

(AMOUNT IN WORDS, VAT INCLUSIVE PER PERSON)

or such other amount as may be determined in accordance with a contract with the Bank of Namibia.

I/we have ensured that I/we have initialed each page of this Tender.

I/we acknowledge the Tenderer Registration Form, Tender Conditions, General Conditions of Contract and Scope, Specifications and Operations Requirements and that I/we am/are fully acquainted and in agreement with the contents thereof as evidenced by the signature hereunder.

Signed on behalf of the Tenderer at _____ on the _____ day of _____ 20_____.

Full Name of Signatory

Signature

Capacity of Signatory _____

B. TENDERER REGISTRATION FORM

Registered Name of the Tendering Entity:

Trading name of the Tendering Entity:

Company/Close Corporation Registration Number:

Date of Registration:

VAT Registration Number:

Social Security Number:

Namibian Income Tax Number:

Telephone Number:

Fax Number:

E-mail Address:

Name of Contact Person:

Physical Address of the Tendering Entity:

Postal Address:

Tenderer's Stamp:

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Preferential form of receiving communications (Please ✓ the relevant box)

Telephone	
Postal	
Fax	
Email	

Type of Entity (Please ✓ the relevant box)

Public Company Ltd	
Private Company (Pty) Ltd	
Close Corporation (CC)	
Sole Proprietorship	
Partnership	
Other	

Small Medium Enterprise Status (Please ✓ the relevant box)

Very Small	
Small	
Medium	
Large	

Area of Business (Please ✓ the relevant box)

Manufacturing	
Supplier of Services	
Other (please specify)	
Supplier of products	
Import	

SHAREHOLDING/OWNERSHIP INFORMATION

List of all persons who are shareholders/owners of the Tendering Entity.
The shareholding information below must add up to 100%

Name & Surname	ID Number	Citizenship	% of Ownership	Race	Female or Male

People with disability (Please ✓ the relevant box)

Yes	
No	

Do the aforementioned people also fulfill an Executive Management function in the Tendering Entity? If yes, please complete the table below:

Name & Surname	ID Number	Citizenship	% of Ownership	Race	Female or Male

NATIONAL PRESENCE

Please provide details of places in Namibia where the Tendering Entity is operating

Town	Region	Contact Person	Telephone

REFERENCES OF PREVIOUS CLIENTS

Company/Entity Name	Contact Person	Value of Contract	Description of Work

BANKING DETAILS

Bank Account Name: _____

Name of Bank: _____

Branch Code & Name: _____

Account Number: _____

Type of Account: _____

(Certified as correct by Banking Institution)

Name and Surname: _____

Signature: _____

Designation: _____

Tel No: _____

Fax No: _____

DATE STAMP OF BANKING INSTITUTION

DECLARATION OF INTERESTS

All Tenderers are required to declare any interest that they or their employees may have in Bank of Namibia, or that any Bank of Namibia employee may have in the Tenderer. To that effect the following must be duly stated by the authorised signatory:

- 1. Are you or any person associated with your Tender, employees of Bank of Namibia?
 - Yes
 - No

If yes, provide particulars:

- 2. Does the Tenderer, or any person associated with this Tender, have any relationship (family, friend, otherwise) with any person employed in Bank of Namibia who may be involved with the evaluation and adjudication of this Tender:
 - Yes
 - No

If yes, provide particulars:

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS TENDER

I/We warrant that the information contained in this Tender is correct and complete, and I/We are fully authorized to furnish the information contained in this Tender on behalf of the Tenderer.

Signed on behalf of the Tenderer at _____ on the _____ day of _____ 20_____.

Full Name of Signatory

Signature

Capacity of Signatory _____

If any changes to the information supplied on this Form occurs, the Tenderer is required to inform the Tender Secretariat within fourteen (14) business days. As outdated or inaccurate information may lead to the disqualification of a Tender.

OFFICIAL USE:

Recommendation by Department concerned after the vetting of the Tenderer:

Signature: Senior Administrative Assistant

Date

Signature: Director

Date

Procurement and Facilities Management Division:

Full Name

Signature: Procurement Representative

Date

Signature: Deputy Director of Procurement
& Facilities Management

Date

C. TENDER CONDITIONS

1. GENERAL

- 1.1 The information contained in this Tender document, as well as the information provided to Tenderers whether verbally or in documentary form by or on behalf of the Bank of Namibia ("Bank"), is provided to the Tenderers on the terms and conditions set out in this Tender document and all such other terms and conditions as the Bank may provide.
- 1.2 This Tender document is not a recommendation, contract, an offer or the like and is therefore, only an invitation by the Bank to the interested Tenderers for the submission of their Tenders. Consequently, no contractual obligations will arise from this Tender process until a formal contract is executed by the duly authorized signatory of the Bank and the Tenderer.

2. UNCERTAINTIES

- 2.1 Should any doubt or uncertainty exist as to the meaning and interpretation of anything contained in this Tender document, same must be submitted in writing to the Tender Secretariat to have it explained, rectified or cleared before the Tender is submitted.
- 2.2 The Tenderer is required to check the number of pages to ensure that they are numbered consecutively, and should any be found to be missing, blank or indecipherable, the Tender Secretariat must be notified immediately in order to have the page replaced.
- 2.3 All enquiries related to this Tender must be directed to the Tender Secretariat.

3. ACCEPTANCE OF TENDER

- 3.1 Any Tender submitted that does not comply in all respects with the requirements stated in this Tender document or is incomplete or inaccurate may be considered invalid and as such, disqualified, at the Bank's sole discretion.
- 3.2 The lowest Tender will not necessarily be accepted.
- 3.3 The Bank may at its discretion, accept a Tender in whole or in part.
- 3.4 The Bank reserves the right to make a selection solely on the information received in the Tenders or to negotiate further with one or more Tenderers.
- 3.5 Any Tender that is qualified by the Tenderer's own conditions may be disqualified, at the Bank's sole discretion.
- 3.6 The costs for purchasing this Tender document is non-refundable because of the Bank's production costs in compiling this Tender.

- 3.7 Any decision taken by the Bank regarding this Tender will be final. However, an aggrieved Tenderer may request, in writing, for written reasons for such decision within three (3) business days from the date the Bank issued such decision.

4. TENDER OPENINGS

Tenderers who submitted a Tender but could not attend the opening may be provided with a copy of the proceedings upon written request, provided such request is made and received by the Bank within ten (10) days of the opening of the Tenders.

5. CONFIDENTIALITY

- 5.1 The Bank recognizes the right of Tenderers to confidentiality in all Tenders. As such all Tenders received will, unless otherwise agreed or where disclosure has been stipulated as a condition of this Tender document, be treated with confidentiality.
- 5.2 Information obtained in the process of examination, and relating to the clarification and evaluation of Tenders, as well as recommendations concerning awards will not be communicated to the public and will remain confidential at all times with the exception to instances where the governing laws prescribe otherwise.
- 5.3 No part of this Tender document may be duplicated in any manner or by any processes whatsoever without the prior written consent of the Bank. The Tenderer to whom this Tender document is issued to or made available to, for tendering, will be held responsible for any contravention of this clause.

6. INTERFERENCE WITH TENDERS

The Bank reserves the right to disqualify any Tenderer in the event of the Tenderer having interfered with the Tender procedure in any way.

7. CONFLICT OF INTEREST

- 7.1 If at any time the Tenderer identifies an actual, potential or perceived conflict of interest, the Tenderer must immediately notify the Bank in writing.
- 7.2 The Bank reserves the right to exclude the Tender submitted by such Tenderer from further consideration, or to withdraw or cancel any award made to the Tenderer with immediate effect unless the Tenderer is able to resolve such conflict to the Bank's satisfaction.

8. SUBMISSION OF DOCUMENTS

- 8.1 The Tender must be submitted on the enclosed form and must not be qualified by the Tenderer's own conditions as to do so will lead to the Tender being disqualified.
- 8.2 Additional information called for must be typewritten or electronically produced.

8.3 Should the Tenderers provide any misleading information or misrepresentations and/or fails to meet the conditions for the supply of the services as stipulated in this Tender document, the Tenderer will be liable to pay a penalty, as determined by the Bank.

8.4 The Bank reserves the right to disqualify any Tenderer who provides misleading information or misrepresentations and/or and who fails to meet the conditions for the supply of the services as stipulated in this Tender document.

9. TENDER PRICES

All Tender prices quoted are to be in Namibian currency and must be VAT inclusive.

10. TERMS FOR ADVANCE PAYMENT

Any advance payments requested by Tenderers in their submitted Tender documents should be well motivated for the Bank's consideration.

11. TENDER VALIDITY PERIOD

This Tender will remain valid for a period of three (3) calendar months from the closing date of the submission of Tenders and will remain binding and be capable of acceptance at any time up to the expiration of the said three (3) calendar month period and will thereafter, if not accepted by the Bank automatically expire.

12. CLARIFICATIONS AFTER CLOSE OF TENDER

12.1 Matters listed as disqualifying factors in this Tender document will not be clarified after a Tender has closed. Non-eligible Tenders will therefore be disqualified on this basis. However, clarifications will be allowed as part of the responses on issues which would not impact the price or scope of the Tender.

12.2 Clarification on any other matters requiring additional information from the Tenderers after the closing date will be communicated to the Tenderers via the Tender Secretariat.

13. AWARDING OF TENDERS

The Successful Tenderer will be given a period of seven (7) business days to accept or reject the award in writing to the Tender Secretariat. Failure to respond will constitute an automatic rejection of the award.

The Bank will not be required to render payment to any Tenderer or be liable for any financial obligations to any Tenderer until a written contract has been executed between the Bank and the Successful Tenderer. Payment will then be made in terms of such written contract.

14. COST OF TENDERING

The cost of Tendering will be the sole responsibility of the Tenderer and the Bank will not be held liable for any losses or expenses incurred by any Tenderer in the preparation of its Tender, including but not limited to the transport of samples or any other costs incurred.

15. DOCUMENTS TO BE SUBMITTED WITH TENDER

15.1 With each Tender, interested Tenderers will be required to submit the following information in addition to the information related to the technical and price information - all copies must be certified:

15.1.2 Mandatory documents:

- a) Entity's Legal Registration Documents.
- b) Audited Financial Statements -Not older than two (2) years for companies, and six (6) months bank statements for SME's.
- c) Social Security Commission Good Standing Certificate – Not older than thirty (30) days.
- d) Good Standing Certificate from Inland Revenue – Not older than thirty (30) days.
- e) Public and/or Professional Liability Insurance, where applicable.
- f) Small and Medium-sized Enterprises ('SME') Certificate, Compulsory for an SME.
- g) Resolution on Entity's letterhead authorizing signatory to sign on behalf of the Entity.
- h) Value Added Tax Certificate.
- i) Namibia Preferential Procurement Corporation Certificate (Previously Disadvantaged Namibian Status) – The percentage and status of equity participation/ownership by previously disadvantaged people in the Entity.
- j) Ownership and Management structure – Copy of Identification Documents of all shareholders.

15.1.2 The submission of the following documents may increase the ranking of a Tender:

- a) After sales service information.
- b) Female Equity Representation – The percentage and status of equity participation/ownership by women in the Entity.
- c) Entity's Profile – Demonstration of the Entity's strengths and references from other clients.

16. SUBMISSION OF TENDERS

16.1 Unless indicated otherwise by the Bank, no Tenders may be transmitted by electronic means, as to do so will disqualify the Tender.

16.2 Tenders must be hand delivered in a sealed envelope which will be clearly marked:

BANK OF NAMIBIA: Provision of Lunch Services for Bank of Namibia Oshakati Branch

Tenders will be lodged with the Bank at the following address:

***Bank of Namibia
71 Robert Mugabe Avenue, Windhoek***

D. GENERAL CONDITIONS OF CONTRACT

Clauses in the proposed contract between the Bank and the Tenderer may include, but are not limited to, the below and can change as directed by the Bank.

1. NATURE OF CONTRACT

The contract will be for the **Provision of Lunch Services for Bank of Namibia Oshakati Branch**

2. VARIATION IN SCOPE

The scope of the contract and services to be rendered may be altered, subject to obtaining the prior written consent of both the Bank and the Tenderer (collectively the "Parties").

3. INSURANCE

3.1 Where applicable, the Tenderer will obtain adequate and sufficient insurance coverage/group insurance for all its employees deployed at the Bank's premises, against any accidents or for any unanticipated event such as, death/injury/ disablement at work and the like, and will furnish a copy of the same to the Bank.

3.2 The insurance policy must be valid for the full duration of the contract period between the Parties.

4. PRICING

4.1 Prices of the services rendered under the contract are to be inclusive of VAT.

5. SERVICE DELIVERY DATE

Commencement of the services may be on date of signature of the contract.

6. PENALTY FOR LATE DELIVERY

6.1 Should the Tenderer default in rendering the services required within the time stated in clauses 5 and 7, the Tenderer will be liable to pay a penalty.

6.2 The Parties will negotiate and determine the value of the penalties for which the Tenderer is liable to pay.

6.3 Any penalty that may be imposed will be offset against any monies due to the Tenderer provided that monies are still due. In the event of such monies being insufficient to cover the amount of the penalties, or in the event of final payment already having been made, the Tenderer will within seven (7) days written notice to such effect pay the Bank the amount of such penalties due or balance of such penalties to the Bank.

7. EXTENSION OF DELIVERY TIME

7.1 No extension of the services will be considered except where the Bank requires of the services to be extended and enters into negotiations for same with the Tenderer. In such cases new dates for commencement or duration of contract will be established, subject to obtaining the prior written consent of both Parties

7.2 The Bank may however, at its entire discretion extend the period referred to in clause 5.

8. LIABILITY FOR DAMAGE

The Tenderer will be held liable for any damage caused to the Bank's premises or property by the fault or negligence of person employed or engaged by the Tenderer to render the services or any other person for which the Tenderer is responsible.

9. PAYMENT

9.1 No deposits will be paid by the Bank.

9.2 All payments will be made within thirty (30) business days of receipt of a detailed invoice, subject to the services being rendered in accordance with the agreed upon specifications and requirements.

9.3 Any monies due to the Bank by the Tenderer in respect of any penalties imposed in terms of clause 6 or in respect of any damage caused by the Tenderer in terms of clause 8 may be offset against any monies due by the Bank to the Tenderer.

9.4 The Bank will not make any payment to any other party on behalf of the Tenderer.

10. CONFLICT OF INTEREST

10.1 The Tenderer warrants that at the time of submitting their Tender, no conflict of interest exists, or is likely to arise, which would affect the performance of its obligations under any contract entered between the Bank and the Tenderer.

10.2 The Tenderer must exercise its responsibility in the best interests of the Bank and will not engage in any activities that would conflict with the contract.

10.3 If the Tenderer becomes aware of any actual or potential conflict of interest, the Tenderer must immediately notify the Bank in writing of (i) any such actual or potential conflict of interest and (ii) the procedures it intends to implement to resolve any such actual or potential conflict of interest, to the Bank's satisfaction.

10.4 In the event of a conflict of interest being identified, the Bank may, in its sole discretion, suspend the services, terminate the contract or take any other actions that the Bank considers as appropriate in the circumstances.

11. BREACH OF CONTRACT

11.1 In the event of a Party (hereinafter referred to as the Defaulting Party) committing a breach of any of the provisions of the contract, the other Party will have the right to call upon the Defaulting Party in writing to remedy such breach.

11.2 In the event of the Defaulting Party failing to remedy such breach within a period of 14 (fourteen) days after receipt of such notice then the other Party will have the right, without prejudice to any other rights to which such Party may be entitled to in law or under the contract at its option, either to cancel the contract and claim damages, or to claim specific performance of all the Defaulting Party's obligations, together with damages if any, whether or not such obligations have fallen due for performance.

12. CANCELLATION

12.1 If the Tenderer's estate is sequestrated as an insolvent, or if, being a company, it is placed under involuntary liquidation, the Bank may, without prejudice to any other rights, by written notice cancel the contract.

12.2 Notwithstanding the aforementioned, either party may cancel the contract, subject to providing 3 (three) calendar months' prior written notice of cancellation. Such cancellation will not prejudice the other party to any rights which have already accrued to such Party under the contract.

13. ARBITRATION

13.1 Should any dispute arise between the Parties as to the meaning or interpretation of any provision of the contract or as to the carrying into effect of any provision or as to the quantification or determination of any amount or thing required to be quantified or determined in terms of or pursuant to the contract, such dispute will be referred to arbitration.

13.2 Each party to the contract will be entitled to require by written notice to the other Party, that such dispute be submitted to arbitration in terms of this clause 13.

13.3 Subject to the provisions of this clause 13, the arbitration will be held under the provisions of the *Arbitration Act, 1965 (Act 42 of 1965)* of the Republic of Namibia or any statutory modification or re-enactment thereof for the time being in force.

13.4 The dispute will be referred to an independent arbitrator agreed upon by both Parties hereto. In the event of the Parties being unable to agree on the appointment of an arbitrator, the President of the Law Society will be requested to select the arbitrator.

13.5 Where action is taken in terms of this clause 13, such action will not relieve either Party from any liability for the due and timeous performance of such Party's obligations in terms of the contract.

13.6 The arbitrator will be entitled to make such award, including an award for specific performance, an interdict, damages or a penalty or otherwise as he in his sole discretion deems fit and appropriate and may deal as he may deem fit with the question of costs on an attorney client scale and his own fees.

13.7 The arbitration will be held as soon as possible after it is demanded with a view to its being completed within thirty (30) days after it has been so demanded.

13.8 Any award made by the arbitrator will be final and binding on the Parties and may be made an order of the High Court of Namibia.

14. DOMICILLIUM CITANDI ET EXECUTANDI

14.1 The Parties hereby choose domicillium citandi et executandi for all purposes under the contract as follows:

14.1.1 Bank of Namibia at: 71 Robert Mugabe Avenue

14.1.2 The Tenderer at: _____

14.2 Any Party will be entitled, by notice to the other, to change its domicillium to elsewhere in Namibia provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

15. NOTICES

15.1 Any notice required to be given by either Party to the other will either be delivered at the domicillium citandi et executandi selected in terms of clause 14, hereof or will be given by prepaid registered mail letter addressed:

15.2 To: The Governor
Bank of Namibia
P O BOX 2882
WINDHOEK
NAMIBIA

15.3 To the Tenderer: _____

15.4 Any notice given by either Party to the other will be considered delivered unless the contrary is proven:

15.4.1 If hand delivered to the domicilium citandi et executandi of such party, be deemed to have been received upon such delivery;

15.4.2 If posted by registered mail be deemed to have been received 4 (four) business days after delivery of such letter to the Post Office for posting.

16. CESSION

The Tenderer will not cede or assign any of its rights or obligations acquired or undertaken by it in terms of the contract.

17. VARIATION

17.1 No alterations, cancellations, variations of or additions to the contract will be of any force and effect unless reduced to writing and signed by both Parties to the contract.

17.2 No indulgence, leniency or extension of time which the Bank may grant or show towards the Tenderer, will in any way prejudice or preclude the Bank from exercising any of its rights in the future.

18. GOVERNING LAW

The contract will be governed by the Law of the Republic of Namibia.

E. SCOPE, SPECIFICATIONS AND OPERATIONS REQUIREMENTS

- a. Daily supply and serving of nutritious lunch meals from Monday to Friday to approximately 39 staff members at the Bank of Namibia, 909 Sam Nujoma Road, Oshakati; This number may vary from time to time.
- b. Meals should be delivered on time, from 12H00pm until 14H00pm from Monday to Friday (excluding public holidays and weekends);
- c. The Service Provider should ensure a nutritious, balanced diet variety and average sized portions.
- d. The Service Provider's owner must be involved in the day-to-day operations and is expected to be from the region to ensure availability and supervision at all times.
- e. The Service Provider should provide a monthly standard menu in advance to the Bank of Namibia.
- f. All food served shall be wholesome, free from spoilage and safe for human consumption. Uncooked items, such as fresh fruits and vegetables shall be clean and free from blemish. All food shall, when served, be attractive in appearance, correct in temperature, crisp, moist, dry and tender as may be appropriate in each case.
- g. The Service Provider must comply with relevant statutory laws, regulations and guidelines relating to occupational health and safety protection (when preparing and serving meals);
- h. The Service Provider must ensure the food is prepared in a clean and hygienic kitchen at all times.
- i. The Service Provider will be subjected to medical tests to determine fitness for food preparation on an annual basis.
- j. The Service Provider will on an ad-hoc basis be subject to a site inspection of the premises where food is prepared, to ensure health and safety requirements.
- k. The Service Provider shall supply all required kitchen utensils, i.e. plates, cutlery, toothpicks, serviettes and seasoning i.e. tomato sauce, chutney, salt & pepper, etc. All these should be of good quality.
- l. The Service Provider should be flexible in terms of number of meals requested that can increase or decrease as per the need.
- m. The Service Provider must be able to accommodate staff members who have certain health issues to support the relevant recommended diet.
- n. The Service Provider's staff members should comply to all rules and regulations of the Bank of Namibia when on Bank premises;
- o. A list of all staff members of the Service Provider who will be entering the Bank's premises should be communicated to the Bank in advance.