



**NAMIBIA UNIVERSITY  
OF SCIENCE AND TECHNOLOGY**

**Office of the Bursar**

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## **REQUEST FOR SEALED QUOTATIONS**

**TO LEASE AND OPERATE TWO (2) KIOSK FACILITIES ON NAMIBIA UNIVERSITY OF SCIENCE AND  
TECHNOLOGY (NUST) CAMPUS FOR THREE (3) YEARS**

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**Procurement Reference No: NCS/RFQ/NUST –007/2024**

**Namibia University of Science and Technology  
13 Jackson Kaujeua Street, Private Bag 13388, Windhoek, NAMIBIA  
Telephone: +264 61 207 2020; Fax: +264 61 207 2966; Email address: [bidbox@nust.na](mailto:bidbox@nust.na)**



## **Letter of Invitation**

**Procurement Reference No: NCS/RFQ/NUST – 007/2024**

Dear Prospective Service Provider

**Request for Sealed Quotations to lease and operate two (2) kiosk facilities on Namibia University of Science and Technology (NUST) campus for three (3) years**

The Namibia University of Science and Technology (NUST) invites you to submit your best quote for the services described below.

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

Any request for clarification should be forwarded in writing to Ms Rosemary Tjombonde-Kakuuui; Tel: +264 61 207 2020 Fax: +264 207 2966, email address: [bidbox@nust.na](mailto:bidbox@nust.na).

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

Yours faithfully,

Rosemary Tjombonde-Kakuuui

*Manager: Procurement Management Unit*

## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

**NUST** reserves the right:

- (a) To split the Contract as per the lowest evaluated cost site, or
- (b) To accept or reject any quotation or cancel the quotation process; and
- (c) Reject all quotations at any time before contract award.

### 2. Preparation of Quotations

You are requested to quote for the services mentioned in Section III by completing, signing, and returning:

- (a) The Quotation Letter in Section II with its annex for Bid Securing Declaration;
- (b) The Price Activity Schedule in Section IV;
- (c) The Specifications and Compliance Sheet in Section V; and
- (d) Any other attachment deemed appropriate.

Before preparing your quotation, you are advised to carefully read the Request for Sealed Quotations document, including the Contract Data in Section Von. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### 3. Validity of Quotations

The Quotation validity period shall be **90** days from the submission deadline date.

### 4. Eligibility Criteria

To be eligible to participate in this RFQ exercise, you should attach the following **mandatory** documents:

- a) A certified copy of the Company registration, clearly indicating shareholders' and principals' contact details as registered with Business Intellectual Property Authority (BIPA) – ***Attach certified copies of all shareholders Identification 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).
- b) A valid certified copy of an original Good Standing Tax Certificate (**valid at the deadline of submission of bid**) (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963),
- c) A valid original or valid certified copy (**valid at the deadline of submission of bid**) of Good Standing Social Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).
- d) A valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998, (**valid at the deadline of submission of bid**) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act

No. 16 of 1963).

- e) A written undertaking as contemplated in Section 138(2) of Labour Act, 2007.
- f) Submit signed Bid-securing Declaration.
- g) The Bidder must attach at least three (3) references letter from various companies where similar goods were provided in the last three (3) years. The letter must be on a company letterhead indicating contact person, telephone number and email address. **(Attach three reference letters)**

**NB: Only a valid original or certified copy of an original document as certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) will be accepted.**

#### **5. Bid Securing Declaration**

Bidders are required to submit a Bid Securing Declaration for this procurement process.

#### **6. Contract Period for Services**

The Contract shall be on a fixed rate for **three (3)** years. Please adjust your quoted rates accordingly.

#### **7. Documents to be submitted**

Bidders shall submit along with their quotation documents giving the company's profile, past experience, and evidence of similar services provided with customers' reference details.

#### **8. Sealing and Marking of Quotations**

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name and contact information at the back of the envelope.

#### **9. Submission of Quotations**

Quotations should be deposited in the Quotation/Bid Box located at:

**Namibia University of Science and Technology  
13 Jackson Kaujeua Street  
Bid Box  
Administration Building, 1<sup>st</sup> Floor  
Windhoek**

**04 June 2024 (Tuesday)**

**12h00 (local time)**

Quotations by post or hand-delivered should reach Namibia University of Science and Technology by the same date and time at the latest.

**Late quotations will be rejected.**

**Quotations received by email will not be considered.**

## **10. Site Inspection**

Bidders are invited to attend the **non-compulsory** sites Inspection scheduled to take place at:

**NUST MAIN CAMPUS  
13 JACKSON KAUJEUA STREET  
INFRONT OF KIOSK**

**Date: 07 May 2024**

**Time: 10h00**

**Technical contact person: Mr Frank Puriza\_ fpuriza@nust.na +264 61 207 2973**

***Bidders who choose to attend are required to sign a site inspection register.***

## **11. Opening of Quotations**

Quotations will be opened internally by the **NUST** immediately after the closing time referred to in instruction nine (9) above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, and the presence or absence of a Bid Securing Declaration will be posted on the NUST website [www.nust.na](http://www.nust.na) and available to any bidder on request within three (3) working days of the Opening.

The proposals shall be submitted in **one (1) original** and **three (3) copy**.

## **12. Evaluation of Quotations**

**NUST** shall have the right to request clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost to determine the lowest evaluated quotation. The Evaluation Criteria are detailed in Annexure A of this bidding document.

## **13. Scope of Services and Performance Standards**

The Scope of Services, Specifications, and Performance standards detailed in Sections III and V are to comply.

## **14. Prices and Currency of Payment**

Quotations shall be fixed in Namibian Dollars, and all payments will be made in this currency. Quotations shall cover all costs of labour, materials, equipment, overheads, profits, and all associated costs for performing the services and shall include all duties. The cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed included in the quoted prices.

## **15. Labour Clause**

In order to qualify for the award of the Contract, bidders shall subscribe to the undertaking that the salaries and wages to be paid in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide by the sub-clause 4.6 of the General Conditions of Contract if it is awarded the contract or part thereof.

## **16. Margin of Preference**

None

## **17. Award of Contract**

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the service, shall be selected for award of the contract. Award of the contract shall be by issuing a Purchase Order/Letter of Acceptance per the terms and conditions contained in Section VI: Contract and General Conditions of Contract.

## **18. Notification of Award and Debriefing**

**NUST** shall, after the award of the Contract, promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within seven (7) days. Furthermore, **NUST** shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

**SECTION II: QUOTATION LETTER**  
**(to be completed by Bidders)**

*[Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorised, it may be rejected.**]*

<b>Quotation addressed to:</b>	NUST Procurement Management Unit 13 Jackson Kaujeua Street Windhoek West
<b>Procurement Reference Number:</b>	NCS/RFQ/NUST - 007/2024
<b>The subject matter of Procurement:</b>	Request for Sealed Quotations to lease and operate two (2) kiosk facilities to the Namibia University of Science and Technology (NUST) for three (3) years.

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, *except for the qualified deviations [Bidder may delete this phrase in case of no deviation]* and, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Request for Quotations.

We undertake to abide by ethical conduct during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribed fully to the terms and conditions contained therein. We further understand that this subscription could lead to *[forfeiture of the security amount/disqualification on the grounds mentioned in the BDS]*

We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws, Remuneration Order, and Award where applicable and that we shall abide to clause 4.6 of the General Conditions of Contract if we are awarded the contract or part thereof.

The validity period of the quotation is \_\_\_\_\_ days *[insert number of days]* from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation if we are awarded the Contract **prior to the expiry** date of the quotation validity.

The delivery period offered from the date of issue of Purchaser Order/ Letter of Acceptance is as shown in the List of Goods items and Price Schedule.

The service will commence within \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/Letter of Acceptance.

The services will be completed within \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/Letter of Acceptance.

**Quotation Authorised by:**

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date:		Phone No./Fax	



**Appendix to Quotation Letter**

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Procurement Ref No.: NCS/RFQ/NUST – 007/2024

**To:**  
**Namibia University of Science and Technology**  
**13 Jackson Kaujeua Street**  
**Windhoek West**

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)





**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: .....

The location where work will be done, goods/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.*

## SECTION III: SCOPE OF SERVICES

### 1. Background

The Namibia University of Science and Technology (NUST), invites quotations from suitably, qualified and experienced catering service provider to lease and operate **one (1) kiosk at Main Campus on 13 Jackson Kaujeua Street** and **one (1) kiosk at 24 Brahms Street (Engineering Building)**. The service provider, in turn, agrees to lease the facilities, for the sole purpose of providing a variety of takeaway meals, snacks, and drinks at affordable prices to students and staff. The cost of water and electricity shall be included in the leasing amount.

The NUST campus is home to more than 12 000 full-time and part-time students, with an additional 1 600 staff. The proposals should reflect the diversity of different cultural background of both students/staff on campus. The kiosks have a current average daily footprint of 500-700 students and staff.

### 2. Statement of purpose and objectives

This Request for Quotation is to find an individual/entity that will be able to offer a standard; predictable, repeatable student/staff centered kiosks service at NUST main and lower campus in Windhoek.

### 3. Scope of Work

The Agreement/Contract is to lease out two (2) kiosks to a service provider to provide balanced nutritional, healthy and tasty meals inclusive of snacks to students/staff and on occasion light meals platter, to visitors during workshops, conferences and meetings.

The NUST Campus is currently home to more than 12 000 full/part-time students and 1 600 staff members. Based on the quality of the offers submitted, NUST intends to select applicants for interview to be conducted by a Bid Evaluation Committee. Further, the successful applicant is expected to conclude a Service Contract/Agreement with NUST.

The kiosk operator must provide a cash register and must make provision to accept credit cards (specified) and other non-cash facilities, as the NUST is moving towards a cashless environment. The service provider should state the technical requirements that may be needed to enable the service provider to arrange for providing the various payment facilities/terminals.

The service provider will use campus gatherings and "how did we do?" comment cards to carry out a targeted and ongoing program of inquiry and development to find out how satisfied students and the NUST community are with the food services provided. Every year, the Procurement Management Unit and Facilities Department of the University will receive a report on the outcomes of this self-evaluation and feedback process.

NUST reserves the right to inspect the food activities and area at any given time with respect to the quality and quantity of food, method of service, hours of operation and maintenance of premises.

The disposal of garbage from kiosk shall be the sole responsibility of the service provider.

The service provider shall maintain a list of food items and prices for the staff and students to see.

#### 4. Facilities to be provided by NUST

The University will avail some of its staff members from the Facilities Department to familiarise, show and escort the contractor around the kiosks. It will provide access to all locations and any other assistance in fulfilling this task.

##### Kiosk 1 (Main Campus)

20 m<sup>2</sup>

##### Kiosk 2 (Lower Campus)

47 m<sup>2</sup>

#### 5. Contract duration and fees

The leasing and operating of the facilities shall be for **three (3) years** subject to satisfactory services rendered and payment of agreed lease amount on time.

#### 6. Payment terms

The Service Provider shall pay the lease amount as agreed to NUST latest by the 1<sup>th</sup> of each month and send through proof of payment. No late payment will be tolerated.

##### Financial Arrangements:

The University will entertain offers containing at a minimum the following:

**Kiosk 1:** 20sqm (Main Campus)- **Minimum** lease monthly fee of N\$ 3 000.00

**Kiosk 2:** 47sqm (Lower Campus)- **Minimum** lease monthly fee of N\$7 050.00

During school holiday months, the rates will be negotiated with the successful contractor.

#### 7. Deliverables

- a) The service provider shall provide the menu of the items to be supplied together with prices of the specified items reflected thereon. This menu and price list will form part of the tender documents.
- b) Any subsequent price increases will remain within reasonable limits, and shall not exceed increases of similar menu items at commercial food outlets in the City of Windhoek. (Management of NUST to approve price increases).
- c) The sale of any *alcoholic beverages* at the Kiosks or any other venue on campus is expressly forbidden.
- d) The tenderer shall keep all facilities in a clean and sanitary condition and shall not permit the accumulation of refuse inside or outside the Student kiosk, save in the refuse bins provided by **NUST**.

- a) **Trading hours** shall be from **08:00 to 21:00 Monday to Friday**. **The Director: Facilities** may amend these trading hours if it is in the interest of NUST or the service provider to do so.
- b) The service provider shall employ persons at her/his own cost and such appointments shall be in accordance with Labour Act and any other applicable Namibian legislation in force at that time.
- c) The service provider shall participate in regular meetings with the Assistant Bursar: Auxiliary Services and the Department Student Services in order to optimize service and co-operation.
- d) The service provider will not do or neglect to do anything, which will increase the insurance premiums of NUST.
- e) In respect of breach of the provisions of paragraph above hereof by the service provider, NUST shall have the right to recover from the service provider any losses or increased insurance premiums incurred by NUST, which can be attributed to such breach.
- f) The service provider may purchase any foodstuff from any supplier of his choice. NUST, however, reserves the right to bar any item that it deems unsuitable / undesirable, from being sold on Campus. NUST shall not be forced to divulge its reasons for doing so.
- g) The service provider shall comply with all laws, by-laws, ordinances, proclamations and regulations relating to its provision of the services herein agreed, including those pertaining to Health and Hygiene Standards.
- h) The service provider shall make no structural or other alterations, additions to or improvements to the kiosks without the written consent of NUST.
- i) The service provider shall repair, make good or replace, as the case may be; any keys, locks, windows, fixtures, fittings, or any other installations which may be broken, removed or destroyed during the period of the lease agreement, due to her/his or any of her/his staff members' negligence at her/his own expense.
- j) All electrical fixtures such as the air conditioner currently in the kiosks have been serviced and repaired and the service provider will henceforth be responsible for maintenance costs, repairs and services of such equipment. The service provider undertakes to service and repair all equipment upon expiring of this contract.
- k) All equipment, appliances and machinery provided and installed by the will remain the property of the service provider. However all fixtures shall remain part of the building.

#### **Technical Criteria**

- i) Company Profile (clearly indicating all principals contact information and persons)
- ii) Curriculum Vitae of available in-house expertise (**Form F-2**).
- iii) Evidence of youth (35 and under) ownership (min. 40%)
- iv) Evidence of existing related business operations of similar catering nature(e.g. Fitness certificate for catering/ restaurateur business.)
- v) Evidence of Affirmative Action – female majority shareholding of minimum 50%

- vi) Evidence of experience in other related convenience and or vending services in an educational or corporate set up related to or similar to the required services. **(Form F-3). (attach three (3) letters of reference)**
- vii) Proposed Menus for students and staff separately. (considering different religious and dietary requirements as per industry norm.
- viii) Propose different beverages menu (hot and cold) on offer.
- ix) Any comments or suggestions of the contractor on the Terms of Reference (TOR).
- x) A description of the manner in which the service provider would plan (*Modus Operadi*) to manage and operate the Kiosks.

**Quotations need to contain the following elements:**

- a) Provide a sample kiosk menu. Provide prices and portion sizes for sample menus
- b) Provide a sample catering menu with various selections. Provide prices and portion sizes for sample menus
- c) Provide menu cycles, if applicable, and how often it changes throughout the year
- d) Different type of Meal of the day menus offering example.
- e) Different types of beverages menu (hot and cold)
- f) One (1) Meeting package offering for twenty (20) persons with relative prices.
- g) Description of the cooking process: It should also explain how hygiene will be promoted and ensured in the kitchen where the food is prepared and kept
- h) Outline any programs for specialized or extraordinary services, either on a continuing or promotional basis.
- i) Recognizing the preference of many people for low fat, high fiber, vegetarian food, gluten free, low carb; specify how this will be addressed.
- j) Describe your customer satisfaction survey program; how your company solicits customer comments and complaints and how you initiate action to respond to these. Include copies of forms used.
- k) Describe how you schedule breaks and lunches to assure adequate staffing during peak hours, e.g., noon to 1:30 pm.
- l) Describe your plans to keep the kitchen and dining areas clean. NUST shall be responsible for all exterminating services reported.
- m) Provide proof of working capital to the value of 36 months of the bid price quoted in the form of commitment letter or bank statements from any registered financial institution.

**8. Expected standards**

- a) All work and inspections will be performed in accordance with acceptable industry standards.

**Opening and Closing Hours recommended:**

- a) 08h00 – 21h00 Mondays to Fridays

**Menu List**

The applicant is required to submit Menus, which should be consistent with various dishes amendable to NUST.

- i) Breakfast (starting at 08h00)
- ii) Lunch (starting at 12h00)



iii) Snacks starting at 14h30 or time amendable to the contractor.

**9. Preliminaries and Labor**

N/A

## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **NCS/RFQ/NUST –007/2024**

*[Complete the unit prices for each item listed below in Namibian Dollars. Authorize the prices quoted in the signature block below.]*

**Currency of Quotation: Namibian Dollars**

Item No	Building Name	Qty.	Unit of Measure Area (m2 )	Unit Price (Year 1)	Unit Price (Year 2)	Unit Price (Year 3)
A*	B*	C*	D*	F 1	F 2	F 3
1	Kiosk 1 (Main Campus)	1	20 m <sup>2</sup>			
2	Kiosk 2 (Lower Campus)	1	47m <sup>2</sup>			
		<b>Other additional costs</b>				
		<b>Subtotal per year</b>				
		<b>VAT @</b>	<b>%</b>			
		<b>Total</b>				

*\* Columns A to D to be completed as applicable by Public Entity*

**Priced Activity Schedule Authorised By:**

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

## SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARDS COMPLIANCE SHEET

Procurement Reference Number: **NCS/RFQ/NUST – 007/2024**

*[Bidders should complete columns C and D with the specifications and Performance standards of the services offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]*

Item No	Specifications and Performance Required	Compliance Specifications and Performance Offered	of and Details of Non-Compliance/Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
<b>1</b>	<b>AS PER SECTION III: SCOPE OF SERVICES</b>		

*\* Columns A and B to be completed by Public Entity.*

**Specifications and Performance Standard Compliance Sheet Authorised By:**

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

## **SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT**

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC), **Ref: NCS-TB/RFQ-GCC** for the procurement of services (time-based) available on the website of the Public Entity [www.nust.com.na](http://www.nust.com.na) except where modified by the Special Conditions below.

## SECTION VII: CONTRACT DATA SHEET

**Procurement Reference Number:** NCS/RFQ/NUST – 007/2024

The clause numbers given in the first column correspond to the relevant clause numbers of the GCC [This section is to be customised by the Public Entity to suit the requirements of the specific procurement].

Clause	Contract Data
<b>GCC 1.1 Effectiveness of Contract</b>	The Contract <b>shall</b> come into effect as of <b>01 July 2024 or the date of last signature by both parties.</b>
<b>GCC 1.3.1 Intended Completion date</b>	Unless terminated earlier pursuant to sub-clause GCC 1.7 of the Contract, the Service Provider shall complete its activities by <b>30 June 2027.</b>
<b>GCC 1.6.1 Issue of notices</b>	<p>The Authorized Representative of the <b>Employer (NUST)</b> is:</p> <p>The Vice-Chancellor  Namibia University of Science and Technology  Office of the Vice-Chancellor  <a href="mailto:vc@nust.na">vc@nust.na</a>  +264 61 207 2001</p> <p>The Authorized Representative of the <b>Service Provider</b> is:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Email: _____</p> <p>Contact Number: _____</p>
<b>GCC 2.6 Insurance and liabilities to Third Party</b>	The amount of the Professional Indemnity Insurance Cover shall be at least: <b>___N\$1 000 000_____</b>
<b>GCC 2.7 Reporting Obligations</b>	<p>The Service Provider shall report to:</p> <p>Mr Frank Puriza  <i>Head: Maintenance &amp; Infrastructure Planning</i>  fpuriza@nust.na  +264 61 207 2973</p>
<b>GCC 4.2 Contract Price</b>	The amount payable is as per the price activity schedule.
<b>GCC 4.3 Terms of Payment</b>	Payments will be made to the Service Provider monthly <b>30 days</b> after receipt of invoice.

<b>GCC 4.5 Price Adjustment</b>	Prices <b>shall not be</b> adjustable.
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**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS**

1. Outline of recent experience on assignments of similar nature:

Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed	Volume of business annually (N\$)

**Note:** Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

## SCHEDULE 3

### QUOTATION CHECKLIST SCHEDULE

*[Public Entity to update the Checklist to ensure that it contains the documents required from Bidders for the specific procurement]*

**Procurement Reference No.: NCS/RFQ/NUST – 007/2024**

Description	Attached	Not Attached
Quotation Letter		
Priced Activity Schedule		
Performance Compliance Sheet		
Bid Securing Declaration		
Company profile, past experience and references where similar services have been provided		
A certified copy of the Company registration, clearly indicating shareholders' and principals' contact details as registered with Business Intellectual Property Authority (BIPA) – <b>Attach certified copies of all shareholders Identification documents.</b> (Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).		
A valid certified copy of an original Good Standing Tax Certificate ( <b>valid at the deadline of submission of bid</b> ) (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963),		
A valid original or valid certified copy ( <b>valid at the deadline of submission of bid</b> ) of Good Standing Social Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).		
A valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998, ( <b>valid at the deadline of submission of bid</b> ) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).		
A Written undertaking in compliance with Section 138 (2) of the Labour Act, 2007		

A written 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, where applicable and that it will abide to sub-clause 6.8 of the General conditions of Contract if it is awarded the contract or part thereof; and;		
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***Disclaimer:*** *The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*



## ANNEXURE A

### EVALUATION CRITERIA

The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents. The bidder must meet the following mandatory requirements.

#### MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

Mandatory Documents Requirements	
Mandatory Requirements	Responsive or Not Responsive
A certified copy of the Company registration, clearly indicating shareholders' and principals' contact details as registered with Business Intellectual Property Authority (BIPA) – <b>Attach certified copies of all shareholders Identification documents.</b> (Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).	
A valid certified copy of an original Good Standing Tax Certificate ( <b>valid at the deadline of submission of bid</b> ) (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963),	
A valid original or valid certified copy ( <b>valid at the deadline of submission of bid</b> ) of Good Standing Social Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).	
A valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998, ( <b>valid at the deadline of submission of bid</b> ) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).	
A Written undertaking in compliance with Section 138 (2) of the Labour Act, 2007	
A written 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, where applicable and that it will abide to sub-clause 6.8 of the General conditions of Contract if it is awarded the contract or part thereof; and;	

Submit signed Bid Securing Declaration	
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**NB: Only valid original or certified copy of an original document as certified by the Namibian Police or by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) will be accepted.**

**At this stage, the bidder's submission will either be responsive or non-responsive. Non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.**

#### **TECHNICAL EVALUATION CRITERIA**

<b>Evaluation Criteria</b>	<b>Points</b>
<p><b>1. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR)</b></p> <p>In addition to the methodology and plan on how the service provider intends to carry out the service, it should include variety of menus on offer:</p> <p><i>a) Food packs, snacks and drinks menu provided contains variety and priced fairly- 20 points</i></p> <p><i>b) Incomplete list of food packs, snacks and drinks menus provided and prices are not market related- 10 points</i></p> <p><i>c) No list of items provided- 0 point</i></p>	<b>20</b>
<p><b>2. Expertise of the Catering company</b></p> <p><i>a) Detailed company profile provides a portfolio describing the nature of business, field of expertise, licenses, fitness certifications and accreditations. Any relevant and related work and assignment delivered by the catering company. Profile should include business addresses (trading, telephones numbers, contact persons and email, as well demographics information such as employees and physical facilities such as offices – 10 points</i></p> <p><i>b) Attach a detailed business plan clearly indicating working financial projections for the 36 months-10 points</i></p> <p><i>c) A minimum of five (5) years extensive experience and expertise in Catering and Event Management Services for State-Owned Enterprises as well as the public and private sector – 20 points</i></p>	<b>40</b>
<p><b>d) Management Structure and Key Personnel (Please attach resume of key personnel)</b></p> <p><b>Position: Site Supervisor</b></p> <p><i>a) General qualifications (such as a Bachelor Degree or Diploma in Travel hospitality or related fields) – 5 points</i></p> <p><b>Position: Support Staff</b></p> <p><i>b) General qualifications (Minimum Grade 10 or 12 certificate) – 5 points</i></p> <p><i>c) No qualifications/irrelevant qualifications submitted- 0 points</i></p>	<b>10</b>

<b>e) Company Track Record</b>	<b>30</b>
<p>An outline of recent experience on comparable assignments/ projects executed during the last five years, which prove successful experience in executing contract of similar nature. – <b>(attach three (3) contactable reference letter)</b>.– (Reference verification will be done)</p> <p>These reference letters should include the name of the entity, nature of the contract, duration of contract, contact person and office telephone number and email address and annual volume of sales.</p> <p><i>At least 3 contactable reference letters provided with all details- 30 points</i>  <i>2 or less contactable reference letters provided with all details- 15 points</i>  <i>No reference letters provided or incomplete information-0 point</i></p>	
<b>Total</b>	<b>100</b>

- a) Only contractors scoring 70% and more will be considered for financial evaluation.
- b) For financial evaluation, the contractor offering the highest rental per month will be considered for appointment.