



TENDER DOCUMENT
TENDER NO: 202405 - 01

**GUARDING SECURITY SERVICES FOR THE WINDHOEK AREA, BUILDINGS, BRANCHES
AGENCIES AND ATM's**

Last date for Submission of Tender:

Friday, 31st May 2024 at 12h00 PM
(Late submissions will not be accepted)

Place of Submission of Tender Document:

Documents should be forwarded via email to
the contact person.

Contact Person:

Merry Kache
Sourcing Specialist
Tendersubmission2@bankwindhoek.com.na
+264 61 299 1638

Details of Tenderer/Bidder:

Name:	
Registration/Identity Number:	
Contact Person:	
Postal Address:	
Physical Address:	
Telephone	
Email:	

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1. SCOPE

1.1 The objective is to appoint an accredited company to provide guarding security services for the Windhoek Area, buildings, branches and ATMs of Bank Windhoek Limited as indicated in **ANNEXURE A: SPECIFICATIONS IN RESPECT OF SERVICES AND PRODUCTS.**

The provision of a high-quality service at a reasonable fee is a critical success factor.

1.2. Selection of suitable suppliers will be based on the following criteria:

- a) Company profile and resources availability (Background, company size, workforce, organisational chart, active years)
- b) Proposal quality in terms of Bank Windhoek Limited's requirements.
- c) Proof of financial stability (Official latest financial statement and good standing with the bank)
- d) Most recent references (Minimum of 3 reference letters, must be on a company letterhead), the references must relate to security guarding services rendered to clients in the same industry.
- e) Pricing (refer to **Annexure B**)

2. SIGNATURE AND LODGEMENT OF TENDER

This tender document must be signed by the tenderer and will be automatically disqualified if this provision is not complied with. Tender submissions must be done in PDF format via email, and the subject should be:

SUBMISSION: TENDER NO: 202405 - 01 – GUARDING SERVICES – WINDHOEK AREA

Your files should be clearly split and marked as follows;

- a) Signed Tender Document
- b) Company documents - refer to section 5. a) to f)
- c) Financial documents – refer to section 5. g)
- d) Annexure B (pdf stamped)
- e) Annexure B (Microsoft excel)
- f) References

3. INSTRUCTIONS FOR SUPPLYING PRICING

You are requested to complete **Annexure B**, by inserting your prices. The Annexure should be submitted in both PDF as well as excel format. We will use all information to assist us in choosing SUPPLIER(S), so a complete response by your company is imperative.

4. NOTIFICATION TO TENDERERS

- a) All general enquiries regarding the tender are to be addressed to the contact person in writing via e-mail on or before Friday, 24th May 2024.
- b) Submissions of the proposal is limited to electronic. No hard copies will be accepted. The Tender Administrator shall inform the shortlisted tenderers (**only**) of the outcome of their bids in writing.

5. ELIGIBLE TENDERERS

This is an **Open Tender**.

The following documentation and proof must accompany the Bidder's response to the Tender:

- a) Company registration certificate;
- b) Identification documents of Directors/Owners;
- c) Valid good standing certificates from NAMRA and the Social Security Commission;
- d) BEE Status report or NPPC Certification;
- e) Business Continuity Plan/Disaster Recovery Plan;
- f) Limit of Liability – Insurance
- g) Financial statement and financial good standing from a Banking institution.

6. PRE-BID SITE VISITS

- 6.1 A pre-bid site visit may be held at the Branches and Agencies specified under **Annexure B** of the tender documents upon arrangement in writing via e-mail directed to the contact person.
- 6.2 The pre-bid site visits will be limited to twice a week, Mondays and Fridays only. The last day to request a site visit is **Monday, 20th May 2024**. No site visits will be arranged after that date.
- 6.3 The purpose is to provide Bidders an opportunity to familiarize themselves with the branches, building or/and ATMs to be guarded.
- 6.4 For the avoidance of doubt, a Bidder is, unless authorized in writing, specifically prohibited from taking any photographic/video images of any area subject to the site visit.

7. ACCEPTANCE OF AND FINALITY OF AWARD

Bank Windhoek Limited will not be bound to accept the lowest or any tender, furthermore the Bank has the discretion to decide, evaluate, award, contract or reject any or all tenders without providing any reason therefore, and is not bound to request clarification on any information provided in the tender or any other documents submitted by the tenderer. The decision regarding the award of the tender made by Bank Windhoek Limited will be final and the Bank will not be compelled to provide any reasons for such decision.

8. VALIDITY OF PROPOSAL

Proposals shall remain valid for a period of 6 (six) months from the closing date of the submission of proposals, during this period they may not be amended or withdrawn unless a written request is made by the Bank for additional information.

9. PARTIAL AWARD

Bank Windhoek Limited reserves the right to split the award and will not be compelled to provide reasons for any such act.

10. SERVICE LEVEL AGREEMENT

- 10.1 A Service Level Agreement ("SLA") will be signed with the successful service provider(s).
- 10.2 The SLA will be valid for a period of three (3) years from commencement date.

11. TERMINATION FOR DEFAULT

Bank Windhoek Limited may, without prejudice to any other remedy for breach of the SLA, by written notice of default sent to the tenderer, terminate the SLA in whole or in part if:

- a) The tenderer fails to deliver any or all of the obligations within the time period(s) specified in the SLA, or any extension thereof granted by Bank Windhoek Limited.
- b) The tenderer fails to perform any other obligation(s) under the SLA.

12. TERMINATION FOR INSOLVENCY

Bank Windhoek Limited may at any time terminate the SLA by giving written notice to the tenderer without compensation to the tenderer, if the tenderer becomes bankrupt or otherwise insolvent.

13. INAPPROPRIATE BEHAVIOUR

13.1 Bank Windhoek Limited reserves the right to exclude tenderers, for a fixed period, from participating in Bank Windhoek Limited tenders as well as to cancel existing tenders or SLAs in the following instances:

- a) Poor performance by the tenderer.
- b) Bribery by the tenderer of any employee of Bank Windhoek and/or any of its subsidiaries in relation to the obtaining or execution of the SLA.
- c) Acting fraudulently or in bad faith towards either Bank Windhoek Limited or any other public body.

13.2 Any restrictions imposed on the tenderer by Bank Windhoek Limited shall also apply to any other enterprises, with which the tenderer is actively associated.

14. BREACH

In the event that the tenderer:

- a) Withdraws the tender after the due date as advertised,
- b) fails to sign an SLA within the period stipulated in the tender, after receipt of notification of acceptance of the specific tender and subsequent request to do so, or
- c) fails to fulfill terms of the SLA after being called upon to do so, clause 15 will apply.

15. PENALTIES

In addition to any other remedies Bank Windhoek Limited may have, it may also impose the following penalties on the tenderer:

- a) Withdraw the tender or cancel the SLA that may have been entered into between the tenderer and Bank Windhoek Limited.
- b) Hold the tenderer liable for any expenses incurred in respect of such withdrawal or cancellation or in respect of having to accept any less favorable tender.
- c) Hold the tenderer liable for any costs incurred by inviting new tenderers.

16. DELIVERIES

It is required that the successful tenderer must deliver and maintain all services in terms of this tender. Bank Windhoek Limited will evaluate service delivery periodically, to ensure that the agreed standards are always met during the contractual period.

17. ARRANGEMENT FOR PAYMENT

Payment by Bank Windhoek Limited will be made within 30 (Thirty) days after satisfactory delivery and receipt of invoice.

18. AMENDMENT OF PRICES

All prices as provided must remain firm for the duration of the SLA. In the event that the appointed supplier(s) is not in the position, for whatever reason, to provide the supplies at said fixed prices, quotations will be obtained from appointed and independent suppliers alike where after Bank Windhoek Limited may select any of the quotations provided, after due consideration of the criteria stipulated in paragraph 1.2 hereof.

19. NEGOTIATION

Bank Windhoek has the prerogative to enter price negotiations with the shortlisted tenderers, during the process of selection, in order to ensure the lowest prices. An amended **Annexure B** may then be requested, if so required.

20. UNCONDITIONAL TENDERING

- a) Tenders shall be submitted unconditionally. Any tender qualified by the tenderer's own condition shall not be accepted.
- b) All tenders are subject to the conditions contained herein and as such, the tenderer's own conditions shall not be accepted.

21. AMENDMENT OF TENDERS

- a) At any time up to the last date for receipt of bids, Bank Windhoek Limited may for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender document by an amendment.
- b) The amendment will be communicated in writing, by mail, to the prospective tenderer's who have received the tender documents and will be binding on them.
- c) In order to afford prospective tenderers reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, Bank Windhoek Limited may, at its discretion, extend the last date for the receipt of bids.

22. LITIGATION

Bank Windhoek Limited shall at its discretion be entitled to institute any proceedings arising out of this document in any magistrate Court having jurisdiction over the tenderer whether or not the amount claimed in any dispute exceeds the jurisdiction of such court. Notwithstanding the foregoing, Bank Windhoek Limited shall be further entitled to institute any proceedings arising out of this document in the High Court of Namibia. The tenderer hereby consents and submits to the jurisdiction of that Court. All notices and processes to be issued or served in

terms of this document shall be deemed to be valid and served if delivered or posted by registered post to the address set out on the front page hereof.

23. CONFIDENTIALITY

- 23.1. All information provided by Bank Windhoek Ltd will be treated as Confidential Information, including information that has not been expressly identified as being confidential, including but not limited to: information disclosed verbally, in writing or by any other means, exchanged as part of the tender or any analysis, compilation, study, summary, extract or in a document of any description, developed by Bank Windhoek Ltd, relating to any of the information previously mentioned.
- 23.2. Pursuant to this tender document, the signatory agrees to: a) Only use the information for the purpose for which it was intended i.e. for the development and submission of their bid and the rendering of services in the event that the SLA is awarded to them. b) Limit, as much as possible, the number of people who will have access to the information, whether or not it has been identified as being confidential. c) Take responsibility before Bank Windhoek Ltd for the use of the information for any other purpose than that for which it was intended and for any persons given access to the information, taking responsibility for any liquidated damages incurred as a result of the failure to meet this obligation. d) Not reproduce or modify the information or, in general, to use it for any reason other than that for which it was obtained or provided. e) Maintain the secrecy of all of the information and not to reveal it, in part or in its totality, to any physical or legal persons apart from those managers, employees and advisors participating in the bid actively and directly, appointed by the bidder. f) To not disclose anything by any means of any form of communication nor to publish any of the information obtained as a consequence of rendering services, without the written consent of Bank Windhoek Ltd, issued in advance, unless required to do so by court order or legal obligation, in which case Bank Windhoek Ltd should be notified immediately of the cessation and revelations that have taken place.
- 23.3. All obligations established in this tender document will remain valid throughout the duration of the bid and, in the event of them being awarded the SLA, throughout the period during which the bidder renders their services.
- 23.4. The bidder is responsible for all liquidated damages that may arise as a result of the partial or total breach of any of the obligations established in this tender document.

24. SUBSEQUENT AGREEMENT

Subsequent to the acceptance of the applicable tenders and appointment of suppliers as envisaged in terms of paragraph 1 hereof an agreement will be entered into between Bank Windhoek Limited and the appointed suppliers within one month from said appointment. Failure

on the part of the suppliers to sign said agreement after having being called upon to do so constitutes a breach of this agreement.

25. AGREEMENT

I/We hereby tender for the supply of the **service** as indicated in **Annexure A & B** subject to the conditions as indicated in this document with which I/we acknowledge myself/ourselves to be fully acquainted.

SIGNATURE OF TENDERER:

CAPACITY OF SIGNATORY:

NAME OF SIGNATORY:

DATE:

ANNEXURE A

SPECIFICATIONS IN RESPECT OF SERVICES AND PRODUCTS

1. Introduction

Bank Windhoek Limited (the Bank) is seeking to contract with a service provider, to provide security guarding services daily to its Buildings, branches/Agencies and ATMs located in the Windhoek area. The services required includes provision of trained Security Guards on a 12-hour shift to all the locations as specified in Annexure B.

2. Scope of services

The scope of service shall include but not limited to the following:

2.1 The successful service provider shall;

- 2.1.1 do all such things which are reasonably necessary for or incidental to or connected with the carrying out of its obligations when providing security services (Guarding);
- 2.1.2 be responsible for the protection of facilities and assets in the building/branch/agency;
- 2.1.3 carry out and perform all such duties and exercises all such functions as may be permitted by law and as may be necessary or desirable for the proper conduct of the service;
- 2.1.4 patrol the properties to ensure proper random coverage of the entire property including basement and sidewalks;
- 2.1.5 control the access at all entrances of the buildings;
- 2.1.6 record all incoming and outgoing vehicles, people and prevent any unauthorized access of vehicles and egress of people from entering the building to safeguard the facility;
- 2.1.7 relieve any of the other guards for body breaks (short periods), if required, to ensure all posts are always manned.

2.2 The guards at the control gates must:

- obtain clearance for and register every vehicle in the vehicle register;
- obtain clearance for all pedestrian visitors or direct them to the relevant entrance gate;
- obtain clearance for any property leaving the premises at any given time;
- always be visible and in close proximity to the main entrance points;
- be customer-focused, patient, and polite and always remain professional in the execution of their duties.

3. Additional requirements

3.1 The service provider:

- 3.1.1 should provide the security guards with uniform and identification badges which they will be required to always put on while on duty. should have thorough knowledge of employees'

background and must provide a list of valid certificates of good conduct regarding its employees;

- 3.1.2 is expected to comply with the highest industry standards in carrying out and performing the services as required;
- 3.1.3 is expected to always have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence, or any other reason.
- 3.2 Where the service provider uses Guard dogs to protect the premises and property therein, such Guard dogs shall have adequately been trained and vaccinated before deployment of the assignment.
- 3.3 The guards are expected to be customer service-focused, value and treat all clients and visitors with respect.
- 3.4 Age of guards should be 18 years and above but not more than 55 years.

Any addition or omission to the number of existing locations in the signed SLA shall be agreed upon with the service provider before service can be extended or reduced beyond the existing locations in the SLA.

4. Meeting with the Tender Committee

The shortlisted tenderers might be required to attend a clarification session with the Tender Committee. Should this be the case, the tenderer will be notified prior to the meeting the focus point of the meeting and a calendar invitation will be sent to the tenderer to confirm the invitation.