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We provide the destinations of choice for tourism in Africa

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**PROCUREMENT MANAGEMENT UNIT**

Namibia Wildlife Resorts (NWR) is a legal entity established through an Act of Parliament, the Namibia Wildlife Resorts Company Act, (Act 3 of 1998). Strategically poised as a commercial public enterprise, NWR's mandate is to provide tourism-related services in the protected areas (National Parks) of Namibia. Other legislation pertinent to the operations of NWR include the Companies Act (Act 61 of 1973 as amended), the Public Enterprises Governance Amendment Act (Act 8 of 2015) and the Public Procurement Act (Act No:15 of 2015).

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**OPEN NATIONAL BIDDING: Provision of Human Resource Consultancy Service**

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**PROCUREMENT REFERENCE NO:** CS/ONB/NWR08/FY23-24

**ISSUED ON:** 25 October 2024

**BID SUBMISSION DUE DATE:** 11 November 2024 at 16:00

**ENQUIRIES:** [pmu@nwr.com.na](mailto:pmu@nwr.com.na) / + 26461 285 7106/7301

<b>Name of Bidder</b>	
<b>Contact Person</b>	
<b>E-mail Address</b>	
<b>Postal Address</b>	
<b>Total bid amount (Incl. VAT):</b>	



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**OFFICE OF THE MANAGING DIRECTOR**

**Letter of Invitation**

**Name of Bidder** \_\_\_\_\_

**PROCUREMENT REFERENCE NUMBER: CS/ONB/NWR11/FY23-24**

**25 OCTOBER 2024**

Dear Bidder,

Provision of human resource Consultancy services

Interested entities/parties are hereby invited to submit technical and financial proposals for human resource consultancy services to Namibia Wildlife Resorts. These proposals could form the basis for future negotiations and, ultimately, a contract between you and the NWR.

This bid is reserved for Namibian registered entities as required in terms of the amended section 29 (1) (b), the entity(ies) is/are incorporated or registered in Namibia in terms of the Public Procurement Act, 2015 (Act No. 15 of 2015)."

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

All Bids must be prepared in accordance with the instructions given.

Dr M.M Ngwangwama

Managing Director (Accounting Officer)





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Dr M.M Ngwangwama

Managing Director (Accounting Officer)

## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **1. Rights of Public Entity**

NWR reserves the right:

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

### **2. Preparation of Quotations**

You are requested to quote for the items 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 List of Goods and Price Schedule Section III;
- (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 Special Conditions of Contract in Section VII. 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 120 days from the submission deadline.

### **4. Eligibility Criteria**

- (a) A consultant 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 and thereafter shall be disqualified.
- (b) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- (c) Valid company Registration Certificate;
- (d) Original/Certified good Standing Tax Certificate;

- (e) Original/certified good Standing Social Security Certificate;
- (f) Valid certified copy of Affirmative Action Compliance Certificate, 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;
- (g) Submit signed Bid-securing Declaration; and
- (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.
- (i) Proof of 3 years' experience in providing similar services
- (j) Comprehensive CVs for the key Personnel

**5. Bid Security/Bid Securing Declaration**

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

**6. Delivery**

Delivery shall be within 90 days after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted.

6.1. The following tests and inspections will be conducted on the goods at delivery: A General tests and inspections will be conducted on the goods at delivery.

**7. 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.

**8. Submission of Quotations**

Quotations should be deposited in the Quotation/Bid Box located at Procurement Management Unit

Namibia Wildlife Resorts,

Independence Avenue

NB: not later than **11 November 2024 at 16:00 a.m.**

NB: Quotations by post or hand delivered should reach NWR by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered

**9. Opening of Quotations**

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in instruction 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Securing Declaration will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

**10. Background**

The position of Chief Human Capital Officer became vacant in May 2019, briefly filled in January 2022 and became vacant again in December 2023. The company is currently operating without a Chief Human Capital Officer. The position has so far not been filled and thus, the services of an HR consultant is required.

Based on the above, the Human Capital Committee (HCC) resolved on 01 August 2024 to outsource the CHCO function.

## 11. Scope of service

The following are immediate HR services required for a duration of 12 months:

SERVICE	DESCRIPTION	DEFINITION OF VICTORY
<b>Employee Performance Management</b>	Roll out an employee performance management system in line with the NWR Performance Management Policy.	An Employee Performance Management System fully operational by 01 December 2024.
<b>Organisational Structure</b>	Review draft organisational structure to ensure correct staffing levels (correct ratio of permanent and seasonal workforce) at each resort and department and for optimal organisational efficiency and effectiveness.	A lean and effective organisational structure in place by 01 December 2024.
<b>Leave liability reduction</b>	Implement measures to ensure that leave liability is within standards.	Leave liability is reducing and within industry standards.
<b>Outstanding Industrial relation matters</b>	Clear all outstanding IR matters (disciplinary and Labour commissioner cases	All old IR cases cleared and the disciplinary and labour court case report is current.

<b>Orion Pension Scheme</b>	Migrate and ensure accuracy of employee's pensions who were previously on contracts from Orion to GIPF, like for all other permanent employees.	All NWR permanent employee's pensions are with GIPF by 01 Nov 2024.
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<b>NWR Policy review</b>	Identify outdated policies to be reviewed and develop policy review register to ensure all policies are current	All company policies are reviewed and current.
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## 12. Evaluation Criteria

Qualifications and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 60% for Technical Proposals and 40% for financial proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70% on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals



<b>Technical Evaluation</b>	<b>% score</b>
- Industry knowledge & experience	30
- Resources (locality and CVs for the key personnel)	10
- Experience and reference letters (minimum three) from reputable companies where similar services were rendered	30
- Innovation	5
- Other	5
	80
<b>Financial Evaluation</b>	
- Rate per hour	20
- Total number of hours	20
	40
<b>Total Score</b>	<b>100</b>

### 13. Technical Evaluation Criteria

#### 13.1. Technical Proposals should include the following information:

- (i) Curriculum Vitae of Consultant and all key personnel
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years

Any comments or suggestions of the Consultant on the Terms of Reference (TOR).  
A description of the manner in which the Consultant would plan to execute the work.

The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).

SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 3 YEARS

Name of Project	Client name	Cost of project	Date of commencement	Date of Completion

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

**13.2 Financial Evaluation Criteria**

- (i)The financial proposals should be given in the form of summary of Contract estimate.
- (ii)The proposals shall be submitted in one original and one copy.

**14. Prices and Currency of Payment**

Prices shall be fixed in Namibian Dollars

**15. Margin of Preference**

15.1The applicable margins of preference and their application methodology are as follows:

- **Not Applicable**

15.2 Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

- **Not Applicable**

**16. Award of Contract**

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

**17. Performance Security**

- **Not Applicable**

**18. Notification of Award and Debriefing**

After the award of the contract, the Public Entity shall 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, the Public Entity 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 Price list 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 authorized, it will be rejected.**]*

Quotation addressed to	<b>Namibia Wildlife Resorts</b>
Procurement Reference Number:	<b>CS/ONB/NWR14/FY23-24</b>
Subject matter of Procurement:	<b>Provision of Human Resources consultations</b>

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, under the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we can participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instruction to Bidders.

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 Securing Declaration* (BSD) attached hereto and subscribe 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 BD]*.

The validity period of the Quotation is \_\_\_\_\_ days from the date of the bid submission deadline.

We confirm that the prices quoted in the List of Goods and Price Schedule are fixed and firm and will not be subject to revision or variation if we are awarded the contract before the expiration date of the quotation validity.

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

**Quotation Authorized by:**

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:	Position:	Signature:	

**BID SECURING DECLARATION**

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

**Date:** .....

**Procurement Ref No.:** .....

**To:**

.....

I/We\* understand that, under section 45 of the Act, a public entity must include the requirement for a declaration as an alternative form of bid security in the bidding document.

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 by the terms and conditions outlined in the bidding document, should I/We\* be successful bidders or
- (d) failure to provide security for the procurement contract's performance if required 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 authorised 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:.....

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 by this shall lead to action as stipulated in section 138 of the Labour Act, 2007, which includes, but is not limited to, the cancellation of the contract/license/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) related to the goods and services being procured under this contract.

#### GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed using a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC)

#### CONTRACT AGREEMENT

Any resulting contract shall be placed using a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods except where modified by the Special Conditions below.

#### SPECIAL CONDITIONS OF CONTRACT

Procurement reference number: \_\_\_\_\_

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser: <b>Namibia Wildlife Resorts</b>
Site GCC 1.2(m)	The final destination for delivery of the Goods is: <b>Namibia Wildlife Resorts, Head Office</b> <b>Independence Avenue</b> <b>Windhoek</b>

<b>Incoterms Edition GCC 1.3 (b)</b>	Incoterms shall be governed by the rules prescribed in Incoterms 2010. (DAP)
<b>Notices GCC 1.4</b>	Any notice shall be sent to the following addresses: For NWR, the address and the contact name shall be: Procurement Mngement Unit , <u>pmu@.com.na</u>  For the Supplier, the address and contact name shall be: ..... .....
<b>Disputes GCC 1.5</b>	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:
<b>Delivery and Documents GCC 1.6</b>	The Goods are to be delivered within 30 days from the date of Purchase Order or Letter of Acceptance.  The documents to be furnished by the Supplier are:  (a) signed delivery note;  (b) Invoice
<b>Price Adjustment GCC 1.7</b>	The price charge for the Goods supplied and the related Services performed shall not be adjustable.
<b>Terms of Payment GCC 16.1</b>	The structure of payments shall be: full payment following delivery of the Supplies and submission of an invoice and the documents listed in clause 13.1
<b>Terms of Payment GCC 1.8</b>	Payments shall be made not later than thirty days after submission of an invoice/s and its certification by the Purchaser.
<b>Subject and GCC clause reference</b>	<b>Special Conditions</b>
<b>Terms of Payment GCC 2.1</b>	The price shall not be adjustable to the fluctuation in the rate of exchange.
<b>Payment Period GCC 2.2</b>	The method and conditions of payments to be made to the Supplier under this contract shall be as follows:

	<p>On Acceptance: The Contract Price of goods received shall be paid no later than thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>An interest rate of % is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.</p>
<b>Transportation GCC 2.3</b>	The Goods shall be delivered: DAP
<b>Inspection and Test GCC 2.4</b>	The inspection and tests shall be: General Inspection
<b>Location of Inspection and Tests GCC 2.5</b>	Namibia Wildlife Resorts, Head Office Independence Avenue Windhoek
<b>Liquidated Damages GCC 2.6</b>	Liquidated damages for the whole contract are 0.05% per day. The maximum amount of liquidated damages for the whole contract is 4% of the final contract price.