



REPUBLIC OF NAMIBIA

MINISTRY OF AGRICULTURE, WATER AND LAND REFORM

REQUEST FOR PROPOSAL

Issued on: 22 January 2025

Leasing of Small-Scale Farm Plots at Green Scheme Irrigation Projects

Procurement Reference No: *SSF Plots-Green Schemes/MAWLR/01-2024*

Closing Date & Time: 28 February 2025 at 11H00 a.m.

PARTICULARS OF BIDDER

Company Name :

Postal Address :

Physical Address :

Telephone No :

Fax No :

Email Address :

Cost: Free

**Office of the Executive Director
Ministry of Agriculture, Water and Land Reform
Lands Building, Ground floor
C/o Robert Mugabe & Dr. May Street
Windhoek, Namibia**

Standard Procurement Document

REQUEST FOR PROPOSAL

Leasing of Small-Scale Farm Plots at the Green Scheme Irrigation Projects

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification**

Section II - Bidding Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement, and that supplements the information, or requirements included in Section I, Instructions to Bidders.

Section III - Qualification and Evaluation Criteria

~This section contains supplementary qualification and evaluation criteria which the Authority shall apply to the procurement under consideration.

Section IV - Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of the Bid.

PART 2 - SERVICES REQUIREMENTS

Section V - Scope of Services

This Section includes a summary description of the terms of reference of the services that are the subject of this procurement, as well as a summary description, technical specifications and layouts of the project for which the lease is being sought.

PART 3 – LEASE CONTRACT AND CONTRACT FORMS

Section VI. Lease Contract

This Section contains the general clauses to be applied in during the lease tenure.

Section VII. Operation Contract

This Section contains the general clauses to be applied in during the lease tenure.

Section VIII. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

Standard Procurement Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General	
1. Scope of Bid	1.1 In connection with the Invitation for Bids as indicated in Section II, Bidding Data Sheet (BDS), the Authority, as defined in the BDS , issues this Request for Proposal (RfP) to Bidders interested to bid for the Services described in Section VII, Scope of Services. The Bidding Document (RfP) number corresponding to this procurement is provided in the BDS .
2. Source of Funds	2.1 Unless otherwise stated in the BDS , this procurement shall be financed by the Bidder.
3. Public Entities Related to Bidding Documents and to the Panel for review	<p>3.1 The public entity related to these bidding documents is the Public Entity, acting as the procuring entity (Authority).</p> <p>Application for Review shall be addressed to:</p> <p>The Executive Director Ministry of Agriculture, Water and Land Reform Private Bag 13184 Windhoek Namibia</p>
4. Corrupt or Fraudulent Practices	<p>4.1 It is the policy of the Government of the Republic of Namibia to require Public Entities, as well as Bidders, Suppliers, and Contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts¹. In pursuance of this policy, the Government of the Republic of Namibia:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of</p>

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

	<p>anything of value to influence improperly the actions of another party²;</p> <p>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³</p> <p>(iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Authority’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;; and</p>
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² “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Authority’s staff and employees of other organizations taking or reviewing procurement decisions.

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

⁵ “Party” refers to a participant in the procurement process or contract execution.

	<p>(c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.</p>
5. Eligible Bidders	<p>5.1 Bidders shall meet the eligibility criteria as per this clause and ITB 6.</p> <p>5.2 A Bidder may be a natural person, private entity, or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally enforceable joint venture. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process, bidding (in the event the JV submits a bid) and during contract execution (in the event the JV is awarded the Contract). Unless specified in the BDS, there is no limit on the number of members in a JV.</p>
	<p>5.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :</p> <ul style="list-style-type: none"> a) they have a controlling partner in common; or b) they receive or have received any direct or indirect subsidy from any of them; or c) they have the same legal representative for purposes of this bid; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Authority regarding this bidding process; or

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification Bid or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification Bid or the bid; or (ii) appointed by the Authority.

	<p>e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or</p> <p>f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or</p> <p>g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Authority as Engineer for the contract.</p> <p>5.4 (a) A firm 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</p> <p>(b) Bids from contractors appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected</p> <p>Links for checking the ineligibility lists are available on the PPU's website: www.mof.gov.na/procurement-policy-unit</p>
	<p>5.5 (a) Subject to the restrictions pursuant to ITB 6.1, a Bidder may have the nationality of any country except in the case of open national bidding where the Bidding Document may limit participation to Namibia citizens, or entities incorporated in Namibia. <u>(Refer to the BDS 5.5)</u>. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed specialized sub-contractors or</p>

	<p>suppliers for any part of the Contract including related Services.</p> <p><i>(b) Government-owned enterprises in the Republic of Namibia are not eligible.</i></p>
	<p>5.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Authority, as the Authority shall reasonably request.</p>
	<p>5.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders</p>
	<p>5.8 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Namibia prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country</p>
6. Eligibility	<p>6.1 Firms and individuals may be ineligible if they are nationals of ineligible countries. The countries, persons or entities are ineligible if:</p> <p>(a) as a matter of law or official regulations, Namibia prohibits commercial relations with that country, or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Namibia prohibits any import of goods or contracting of Works or Works from that country, or any payments to any country, person, or entity in that country.</p>
B. Contents of Bidding Document	
7. Sections of Bidding Document	<p>7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9</p>
	<p>PART 1 - Bidding Procedures</p> <ul style="list-style-type: none"> • Section I - Instructions to Bidders (ITB) • Section II - Bidding Data Sheet (BDS)

	<ul style="list-style-type: none"> • Section III - Qualification and Evaluation Criteria • Section IV - Bid Forms <p>PART 2 – Requirements</p> <ul style="list-style-type: none"> • Section V - Service Requirements <p>PART 3 Lease Contract and Contract Forms</p> <p>Section VI – Lease Contract</p> <p>Section VII – Contract Forms</p>
	7.2 The “Invitation for Bids” issued by the Authority is not part of the Bidding Document.
	7.3 Unless obtained directly from the Authority, the Authority accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any discrepancies, documents issued directly by the Authority shall prevail.
	7.4 The Bidder is expected to examine all instructions, forms, and terms in the Bidding Document and to furnish all information or documentation required by the REQUEST FOR PROPOSAL.
8. Clarification of Bidding Document	<p>8.1 A Bidder requiring any clarification of the Bidding Document shall contact the Authority in writing at the Authority’s address indicated in the BDS. The Authority will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Authority shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from the Authority including a description of the inquiry but without identifying its source. If so indicated in the BDS, the Authority shall also promptly publish its response at the web page identified in the BDS. Should the Authority deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and in accordance with the provisions of ITB 18.2.</p> <p>8.2 If indicated in the BDS, the Bidder’s designated representative is invited at the Bidder’s cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the project requirement, the criteria</p>

	<p>for qualifications or any other aspects of the Request for Proposal.</p> <p>8.3 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Request for Proposal. Any modification to the Bidding Document that may become necessary as a result of the pre-Bid meeting shall be made by the Authority exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of an Bidder.</p>
9. Amendment of Bidding Document	<p>9.1 At any time prior to the deadline for submission of Bids, the Authority may amend the Bidding Document by issuing addenda.</p> <p>9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document from the Authority. The Authority shall promptly publish the addendum at the Authority 's web page identified in the BDS.</p> <p>9.3 To give prospective Bidders reasonable time to take an addendum into account in preparing their Bids, the Authority may, at its discretion, extend the deadline for the submission of Bids.</p>
C. Preparation of Bids	
10. Cost of Bids	<p>10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p>
11. Language of Bid	<p>11.1 The Bid as well as all correspondence and documents relating to the Bidding exchanged by the Bidder and the Authority , shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p>

<p>12. Documents Comprising the Bid</p>	<p>12.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid, in accordance with ITB 13.1; (b) Eligibility: documentary evidence establishing the Bidder's eligibility in accordance with ITB 14.1; (c) Qualifications: documentary evidence establishing the Bidder's qualifications, in accordance with ITB 15; and (d) Bid Securing Declaration (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2; (f) in the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; (g) the following documentary evidence is required from Namibian Bidding companies; <ul style="list-style-type: none"> (i) have a valid company Registration Certificate; (ii) have an original valid good Standing Tax Certificate; (iii) have an original valid good Standing Social Security Certificate; (iv) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant Authority, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; (v) have a certificate indicating SME Status; (vi) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
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	<p>(h) any other document required as specified in the BDS.</p> <p>12.2 The Bidder shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
13. Letter of Bid	<p>13.1 The Bidder shall prepare a Letter of Bid as provided in Section IV, Bid Forms. This Letter must be completed without any alteration to its format.</p>
14. Documents Establishing the Eligibility of the Bidder	<p>14.1 To establish its eligibility in accordance with ITB 5, the Bidder shall complete the eligibility declarations in the Letter of Bid and Forms ELI (eligibility) 1.1 and 1.2, included in Section IV, Bid Forms.</p>
15. Documents Establishing the Qualifications of the Bidder	<p>15.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification and Evaluation Criteria, the Bidder shall provide the information requested in the corresponding Information Sheets included in Section IV, Bid Forms.</p> <p>15.2 Wherever a Bidding Form requires a Bidder to state a monetary amount, Bidders should indicate the NAD equivalent using the rate of exchange determined as follows:</p> <p>15.3 Exchange rates shall be taken from the publicly available source identified in the BDS. Any error in determining the exchange rates in the Bid may be corrected by the Authority.</p>
16. Signing of the Bid and Number of Copies	<p>16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it “ORIGINAL”. The original of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.</p> <p>16.2 The Bidder shall submit copies of the signed original Bid, in the number specified in the BDS, and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p>

D. Submission of Bids	
17. Sealing and Marking of Bids	<p>17.1 The Bidder shall enclose the original and the copies of the Bid in a sealed envelope that shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Authority, in accordance with ITB 18.1; and (c) bear the specific identification of this Bidding process indicated in the BDS in accordance with ITB 1.1;
	<p>17.2 The Authority will accept no responsibility for not processing any envelope that was not identified as required in ITB 17.1 above.</p>
18. Deadline for Submission of Bids	<p>18.1 Bidders may always submit their Bids by mail or by hand. Bids shall be received by the Authority at the address and no later than the deadline indicated in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically, in accordance with electronic Bid submission procedures specified in the BDS.</p> <p>18.2 The Authority may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Authority and the Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
19. Late Bids	<p>19.1 Any Bid received by the Authority after the deadline for submission of Bids shall be rejected.</p>
20. Opening of Bids	<p>20.1 The Authority shall open all Bids at the date, time and place specified in the BDS.</p> <p>20.2 The Authority shall prepare a record of the opening of Bids that shall include, as a minimum, the name of the Bidder. A copy of the record shall be distributed to all Bidders.</p>
E. Procedures for Evaluation of Bids	
21. Confidentiality	<p>21.1 Information relating to the evaluation of Bids, and results of the Bidding, shall not be disclosed to Bidders or any other persons not officially concerned with such process</p>

	<p>until the notification of Bidding is made to all Bidders in accordance with ITB 29.</p> <p>21.2 From the deadline for submission of Bids to the time of notification of the results of the Bidding in accordance with ITB 29, any Bidder that wishes to contact the Authority on any matter related to the Bidding process, may do so but only in writing.</p>
22. Clarification of Bids	<p>22.1 To assist in the evaluation of Bids, the Authority may, at its discretion, ask any Bidder for a clarification (including missing documents) of its Bid which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.</p> <p>22.2 If a Bidder does not provide clarifications and/or documents requested by the date and time set in the Authority's request for clarification, its Bid shall be evaluated based on the information and documents available at the time of evaluation of the Bid.</p>
23. Responsiveness of Bids	<p>23.1 The Authority may reject any Bid which is not responsive to the requirements of the Bidding Document. In case the information furnished by the Bidder is incomplete or otherwise requires clarification as per ITB 22.1, and the Bidder fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Bidder.</p>
24. Sub-contractors	<p>24.1 Unless otherwise stated in the BDS, the Authority does not intend to execute any specific elements of the Services by subcontractors selected in advance by the Authority (so-called "Nominated Subcontractors").</p> <p>24.2 The Bidder shall not propose to subcontract the whole of the contract. The Authority, in ITB 24.3, may permit the Bidder to propose subcontractors for certain specialized parts of the services as indicated therein as ("Specialized Subcontractors"). Bidders planning to subcontract any of the Key Activities indicated in Section III, Qualification and Evaluation Criteria, shall specify the activity (ies) or parts of the Services to be subcontracted in the Bid Submission Form. Bidders shall clearly identify the proposed Specialized Subcontractors in Forms ELI-1.2 and EXP (experience) 4.2(b) in Section IV. Such proposed Specialized Subcontractor(s) shall meet the</p>

	<p>corresponding qualification requirements specified in Section III, Qualification and Evaluation Criteria.</p> <p>24.3 Specialized Subcontractors may, if specified in the BDS, be used to meet requirements under 4.2 (b) in Section III, Qualification and Evaluation Criteria.</p> <p>24.4 Qualifications of Specialist Personnel, defined as personnel of the lead firm or Joint Venture (hereinafter referred to as Specialist Personnel), may, if specified in the BDS, be used to meet requirements under 4.2(b) in Section III, Qualification and Evaluation Criteria.</p>
F. Evaluation and Comparison of bids	
25. Evaluation of Bids	<p>25.1 The Authority shall use the factors, methods, criteria, and requirements defined in Section III, Qualification and Evaluation Criteria to evaluate the qualifications of the Bidders. The use of other methods, criteria, or requirements shall not be permitted. The Authority reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Bidder to perform the contract.</p>
	<p>25.2 Only the qualification of Specialized Subcontractors and specialist personnel, in accordance with ITB 24.3 and ITB 24.4 that have been identified in the Bid may be considered in the evaluation of a Bidder.</p> <p>25.3 Only the qualifications of the Bidder shall be considered. The qualifications of other firms, including the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors in accordance with ITB 24.3 above) or any other firm(s) different from the Bidder that submitted the Bid shall not be considered.</p>
26. Authority's Right to Accept or Reject Bids	<p>26.1 The Authority reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time, without thereby incurring any liability to Bidders.</p>

27. Notification of Bidding	<p>27.1 The Authority shall notify all Bidders in writing of the names of those Bidders who have been prequalified. In addition, those Bidders who have been disqualified will be informed separately.</p> <p>27.2 Bidders that have not been prequalified may write to the Authority to request, in writing, the grounds on which they were disqualified.</p>
28. Changes in Key Personnel or Qualifications of Bidders	<p>28.1 Any change in the structure, formation, key staff or qualifications of an Bidder after being prequalified in accordance with ITB 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any Specialized Subcontractor) shall be subject to a written approval of the Authority prior to the deadline for submission of bids. Such approval shall be denied if (i) a prequalified Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members, (ii) as a consequence of the change the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification and Evaluation Criteria , or (iii) if in the opinion of the Authority , a substantial reduction in competition may result. Any such changes shall be submitted to the Authority not later than 14 days after the date of the Request for Bids.</p>
29. Procurement Related Complaint	<p>29.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.</p>

Section II - Bidding Data Sheet (BDS)

A. General

ITB 1.1	<p>The identification of the Invitation for Bidding is: <i>SSF Plots-Green Schemes/MAWLR/01-2024</i></p> <p>The Authority is:</p> <p>Office of the Executive Director Ministry of Agriculture, Water and Land Reform Lands Building, Ground Floor C/o Robert Mugabe & Dr. May Street Windhoek, Namibia</p> <p>Enquiries</p> <table border="1"> <tr> <td>Mr. Mwala Lutaka (Procurement) Tel: 061-208 7111 Email: Mwala.Lutaka@mawlr.gov.na</td><td>Mr. Felix Ndinamwene (Technical) Tel: 061 – 208 7784 Email: Felix.Ndinamwene@mawlr.gov.na</td></tr> </table>	Mr. Mwala Lutaka (Procurement) Tel: 061-208 7111 Email: Mwala.Lutaka@mawlr.gov.na	Mr. Felix Ndinamwene (Technical) Tel: 061 – 208 7784 Email: Felix.Ndinamwene@mawlr.gov.na
Mr. Mwala Lutaka (Procurement) Tel: 061-208 7111 Email: Mwala.Lutaka@mawlr.gov.na	Mr. Felix Ndinamwene (Technical) Tel: 061 – 208 7784 Email: Felix.Ndinamwene@mawlr.gov.na		
	<p>The name of the project is: Leasing of Small-Scale Farmer’s Plots at Green Scheme Irrigation Projects</p> <p>Lot 1: Etunda Green Scheme (28) vacant plots</p> <p>Lot 2: Musese Green Scheme (1) vacant plots</p> <p>Lot 3: Ndonga linena Green Scheme (4) vacant plots</p> <p>Lot 4: ORIP (3) vacant plots</p> <p>Procurement Reference No: <i>SSF Plots-Green Schemes/MAWLR/01-2024</i></p>		
ITB 5.2	<p>(i) The parties in a JV “shall” be jointly and severally liable.</p> <p>(ii) Maximum number of partners in the JV shall “not be limited “</p>		
ITB 5.5	The Bidding process is open to Namibian Citizen unemployed Youth only		
ITB 5.6	<p>No Bidder applying individually or as a Member of Joint Venture, as the case may be, can be member of another Bidder. No Bidder shall submit more than one Bid for the Lot.</p> <p>Any Bidder or its Associates having a Conflict of Interest with one or several other Bidders or their Associates as stipulated in the RFP shall be disqualified. A Bidder or its Associates may be considered to have a</p>		

	<p>Conflict of Interest with one or several other Bidders or their Associates affecting the Bidding Process, if; they have a controlling partner in common, except in case where such controlling partner is a bank, insurance company, pension fund, or a public financial institution; or</p> <p>they receive or have received any direct or indirect subsidy from any of them; or</p> <ul style="list-style-type: none"> (i) they have the same legal representative for the purposes of this Bidding Process; or they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Authority regarding this Bidding Process; or (ii) the Bidder participates in more than one Bid either individually or as a Member of Investor Consortium. Such participation by the Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved; or (iii) A Bidder, including any Member or its Associate, should, in the last 3 (three) years, have neither failed to perform on any contract be, nor have been expelled from any project or contract by any public entity, nor have had any contract terminated by any public entity for breach by such Bidder, Member or Associate. A statement by Bidder & each of the Members of Joint Venture or their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past shall be provided to this effect; and <p>For purposes of this RFP, Associate means, in relation to the Bidder/ Join Venture Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Join Venture Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.</p>
ITB 5.7	<p>A list of debarred firms and individuals is available on the World Bank’s external website: http://www.worldbank.org/debarr. and PPU’s website: www.mof.gov.na/procurement-policy-unit</p>

B. Contents of Bidding Document	
ITB 8.1	<p>For clarification purposes, the Authority 's address is:</p> <p>Attention: Mr. Felix Ndinamwene, Room 256</p> <p>Address: Ministry of Agriculture, Water and Land Reform Government Office Park, Luther Street Private Bag 13184 Windhoek Namibia</p> <p>Telephone: +264-61 208 7784</p> <p>Facsimile: +264-61 208 7482</p> <p>Email address: Felix.Ndinamwene@mawlr.gov.na</p>
ITB 8.2	<p>Pre-Bid Meeting will be held: Yes</p> <p>Place: Ministry of Agriculture, Water and Land Reform Lands Building, Ground Floor C/o Robert Mugabe & Dr. May Street Windhoek</p> <p>Date: 28 February 2025</p> <p>Time: 10h00 a.m.</p>
C. Preparation of Bids	
ITB 11.1	<p>This Bidding Document has been issued in the “English” language.</p> <p>The Bid as well as all correspondence shall be submitted in English.</p> <p>Bidders who submit translated documents shall be disqualified.</p>
ITB 12	<p>The Bidder shall submit as part of its proposal: a Comprehensive Business Plan detailing how the Bidder intends to run the Small-Scale Plot</p>
ITB 15.2	<p>The source for determining exchange rates is <i>Bank of Namibia</i> (www.bon.com.na).</p>
ITB 16.2	<p>In addition to the original, the number of copies to be submitted with the Bid is: <i>one (1)</i></p>
D. Submission of Bids	
ITB 18.1	<p>The deadline for Bid submission is:</p> <p>Date: 28 February 2025</p> <p>Time: 11h00 a.m.</p> <p>For Bid submission purposes only, the Authority 's address is:</p>

	<p>Ministry of Agriculture, Water and Land Reform Lands Building, Ground Floor (Bid Box) C/o Robert Mugabe & Dr. May Street Windhoek Namibia</p> <p>The sealed envelope containing the complete Bid shall also clearly indicate the name of the project: <i>Leasing of Small-Scale Farmer's plots at the Green Scheme Irrigation Project</i></p> <p>Bidders “<i>shall not</i>” have the option of submitting their Bids electronically.</p>
ITB 19.1	The Authority reserves the right to reject late Bids.
ITB 20.1	<p>The opening of the Bids shall be at:</p> <p>Ministry of Agriculture, Water and Land Reform Lands Building, Ground Floor C/o Robert Mugabe & Dr. May Street Windhoek Namibia</p> <p>Date: <i>28 February 2025</i> Time: <i>11h00 a.m.</i></p>
E. Procedures for Evaluation of Bids	
ITB 24.1	The Authority “ <i>does not intend</i> ” to execute certain specific elements of the services by subcontractors selected in advance.
ITB 24.3	Specialized Subcontractors <i>may</i> be used to meet requirements under 5.1 and 4.2 of Section III, Qualification and Evaluation Criteria
ITB 24.4	Specialist Personnel <i>may be</i> used to meet requirements under 5.1 and 5.2 of Section III, Qualification and Evaluation Criteria
F. Evaluation and Comparisons of Bids	
ITB 31.1	<p>If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint in writing (by the quickest means available, that is either by email), to:</p> <p>For the attention: Mr. Mwala Lutaka Head of Procurement Management Unit Lands Building, Ground Floor</p>

	C/o Robert Mugabe & Dr. May Street Windhoek, Namibia E-mail: Mwala.Lutaka@mawlr.gov.na
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Section III - Qualification and Evaluation Criteria

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Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB Sub-Clause 6.1.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Forms ELI –1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in ITB 5.3.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Bid Submission Form

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All members Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last 5 (<i>five</i>) years prior to the deadline for Bid submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the Bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N/A	Form CON - 1
2.2	Pending Litigation	All pending litigation shall in total not represent more than 10 % (ten percent) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON - 1
2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁶ since 1 st January 2017	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 1

⁶ The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Bid.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All members Combined	Each Member	One Member	
3. Financial Performance							
3.1	Financial Capabilities	(i) NOT Required					Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All members Combined	Each Member	One Member	
4. Experience							
4.1	General Experience	General experience in crop production farming activities such as maize, wheat, horticulture, orchard, and fodder or any other edible crop for the last three (3) years prior to the Bid submission deadline. <i>NB: The above General experience requirements may be met by specialized subcontractors or individual with such experience</i>	Must meet requirement	Must meet requirement	N/A	At least one member must meet requirement	Form EXP-4.1
4.2 (a)	Specific Experience	Experience in crop farming of the following crops (maize, wheat, horticulture, orchard, and fodder) under irrigation with a minimum size of one (1) ha that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2014 and bid submission deadline: <i>NB: The above Specific experience requirements may be met by specialized subcontractors or individual with such experience</i>	Must meet requirement	Must meet requirement	N/A	At least one member must meet requirement	Form EXP-4.2

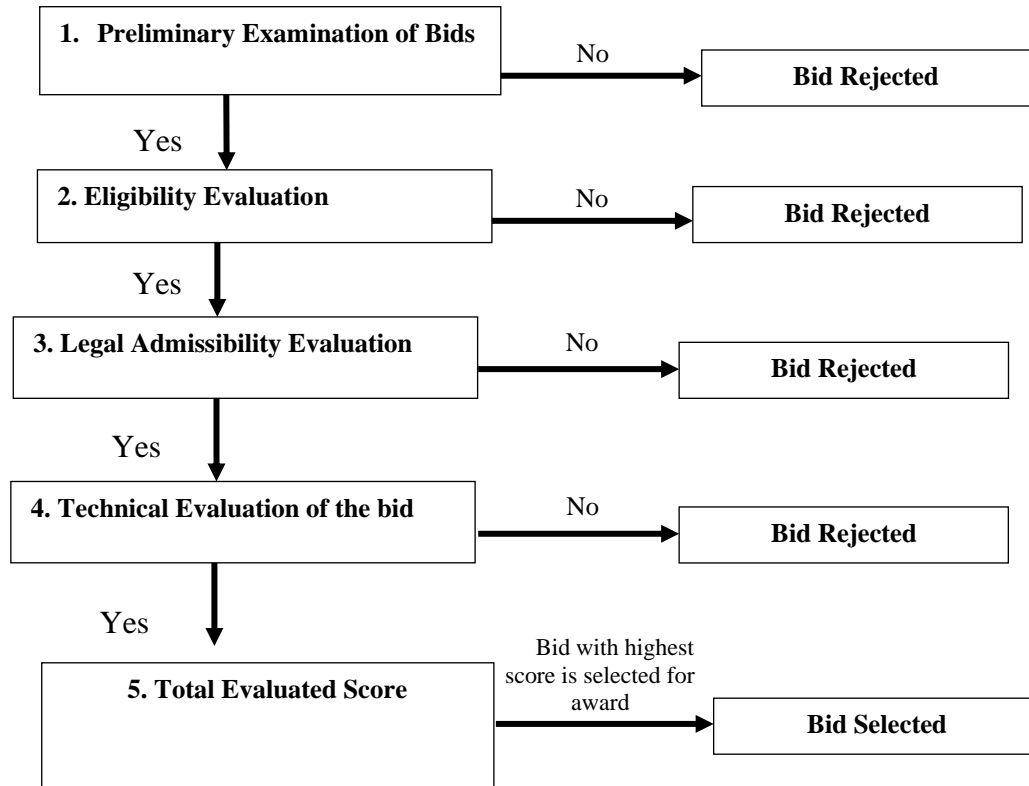
Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All members Combined	Each Member	One Member	
Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All members Combined	Each Member	One Member	
5. Management Staff							
5.1	Key Staff		Must meet requirement	Must meet requirement	N/A	N/A	Forms PER 5.1(a) and PER 5.1(b)
	Plot Owner	Plot owner is a youth under the age of 35 years old					
	Plot Manager	Minimum Certificate from recognized Agricultural Training Institution in agriculture, agricultural economics, agronomics, Agribusiness Management, Horticulture or any related field					

5. Evaluation Process

The Evaluation shall comprise of the following stages:

- Stage 1: Preliminary Examinations of Bids: responsiveness check which includes administrative requirement of the bids.
- Stage 2: Eligibility Evaluation;
- Stage 3: Legal Admissibility evaluation of the bid;
- Stage 4: Technical Evaluation of Bids
- Stage 5: Bidders will be ranked according to the total evaluated score (total technical score). The Bidder with the highest total evaluated score will be selected for Contract Award.

The evaluation process is illustrated in the flow diagram below:



Stage 1: Preliminary Examination of Bids

#	Description	Yes	No
1.1	Has the Bidder submitted the duly filled in, signed and dated Letter of Bid?		
1.3	Is the Original of the bid typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder		
1.4	Is the bidding document signed, and all pages of the bid are signed or initialed by the person signing the bid;		
1.5	Is the Bid written in English language		
1.6	Has the Bidder completed, signed and submitted a bid securing declaration as per ITB Clause		
OVERALL ADMINISTRATIVE COMPLIANCE			

Bidders that do not comply with the stipulated requirements, shall be deemed non-compliant, therefore disqualified, and excluded from further evaluation and comparison.

Stage 2: Eligibility Evaluation:

No.	Mandatory Requirements	Yes	No
2.1	The bidder is Namibian citizen in terms of Section 29 (a) of the Public Procurement Act, 2015 (Act No. 15 of 2015) as amended.		
2.2	Bidder is not under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter?		
2.3	The Bidder is a youth under the age of 35 years at the time of bid closing?		
2.4	Does the bidder have a conflict of interest? A Bidder may be considered to have a conflict of interest with one or more parties in the bidding process if a bidder satisfies any of the conditions listed under ITB 5.3 (a) – (g)		

Bidders who fail stage 2 shall be deemed non-compliant, therefore disqualified, and excluded from further evaluation and comparison.

Stage 3: Technical Evaluation

No.	Mandatory Requirements	Yes	No
2.1	The bidder has experience in crop production farming activities such as maize, wheat, horticulture, orchard, and fodder or any other edible crop for the last three (3) years prior to the Bid submission deadline.		
2.2	The bidder experience in crop farming of the following crops (maize, wheat, horticulture, orchard, and fodder) under irrigation with a minimum size of one (1) ha		
2.3	The Bidder is a youth under the age of 35 years at the time of bid closing?		
2.4	Plot Manager minimum Certificate from recognized Agricultural Training Institution in agriculture, agricultural economics, agronomics, Agribusiness Management, Horticulture or any related field		

Bidders who fail stage 3 shall be deemed non-compliant, therefore disqualified, and excluded from further evaluation and comparison.

Evaluation criteria measure the relative value of the bids received from qualified bidders. This process involves selection of the bidder with the highest of bids based on the evaluation and scoring method. Provided all mandatory legal, professional and technical requirements are met. All technically compliant Bids shall be evaluated and scored using the evaluation and scoring method presented in Table 1.

Table 1: Weighted evaluation criteria

No.	Name of criteria	Proportional Weight in %
1	Gender	40
	▪ Female 70%	
	▪ Male 30%	
2	Mini Business Plan	60
	▪ Executive Summary 10%	
	▪ Business Description 10%	
	▪ Products and Services 20%	
	▪ Marketing and Sales 15%	
	▪ Operation Management 10%	
	▪ Financial analysis 20%	
	▪ Implementation Plan 15%	
	Total	100

The bid that is found to be substantially responsive to the professional and technical qualification requirements and with the **highest score** on the evaluation scale shall be awarded the bid.

Minimum content of the Business Plan may be but not limited to:

- i. Executive Summary
- ii. Business Description
- iii. Product/Services
- iv. Marketing & Sales
- v. Management
- vi. Operation
- vii. Financials analysis.
- viii. Implementation Plan, (i.e. cropping programme)

1. Margin of Preference

Preference shall be given to persons living with disabilities.

Section IV - Bidding Forms

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Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Date: _____

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 7;

(b) We offer to lease, develop and operate the property in conformity with the Bidding Documents and to effect the following Works:

(b) We offer to pay the annual lease fees to the Authority subject to annual escalation in accordance with NCPI. The lease fee shall be as proclaimed by the Authority.

(d) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) I/We hereby confirm that I/we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. I/We understand that non-compliance to the conditions mentioned may lead to disqualification.

(f) Our firm, including any subcontractors or suppliers for any part of the Contract, are Namibian Nationals.

(g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 3.3;

(h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 3.3, other than alternative offers submitted in accordance with ITB 12;

(i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 3.5;6 [select appropriate]

(k) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ⁷

Name of Recipient	Address	Reason	Amount
.....
-----

(l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) We understand that you are not bound to accept the highest evaluated bid or any other bid that you may receive; and

(n) If awarded the contract, the person named below shall act as Operator's Representative:

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date:

Seal of Company:

*[This form is to be deleted if Bid Securing Declaration is not applicable.] **Appendix to Bid Submission Form***

Bid Securing Declaration
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))

Date:*[Day/month/year]*.....

Procurement Ref No.:

To:*[insert complete name of Public Entity and address]*.....

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

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or**
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:
[insert signature of person whose name and capacity are shown]

Capacity of:
[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:
[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____
[insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]*

****delete if not applicable / appropriate***



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

1. A labour inspector may conduct unannounced inspections to assess the level of compliance
2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

Form ELI – 1.1

Bidder Information Sheet

Date: _____

Bid Reference No: _____

1. Bidder name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 3.1 and 3.2. <input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 3.1 <input type="checkbox"/> In case of government owned entity from the Landlord's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 3.5.

Form ELI – 1.2

Party to JV Information Sheet

Date: _____
Bid Reference No: _____

2. Bidder name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 3.1 and 3.2. <input type="checkbox"/> In case of government owned entity from the Landlord's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 3.5.

Form CON – 2**Historical Contract Non-Performance**

Bidder's Legal Name: _____ Date: _____

Joint Venture Party Legal Name: _____

Bid Reference No: _____

Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria).			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, NAD equivalent)
		Contract Identification: Name of Client: Address of Client: Matter in dispute:	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria), as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, NAD equivalent)
		Contract Identification: Name of Client: Address of Client: Matter in dispute:	
		Contract Identification: Name of Client: Address of Client: Matter in dispute:	

Form CCC**Current Commitments**

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<i>Name and location of Project (indicate type)</i>	<i>Client/ Authority contact address/ tel/ Email</i>	<i>Estimated concession/ lease expiry date</i>	<i>Average yield in last two years (tons/ ha)</i>
---	--	--	---

1.

2.

3.

4.

5.

6.

General Experience

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Bidder
		Contract name: Brief Description of the Services performed by the Bidder: Name of Client: Address:	
		Contract name: Bidder: Amount of contract: Name of Client: Address:	
		Contract name: Bidder: Amount of contract: Name of Client: Address:	

Form EXP – 4.2

Specific Experience

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____

Similar Contract Number: _____ [insert specific number] of _____[insert total number of contracts required]	Information
Name of Project	
Location	
Bidders Exact Role	
Client's Name:	
Amount	
Physical size (ha)	
Complexity	
Total production per unit area (tons/ha)	

PART 2 – Service Requirements

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Terms of Reference

1. Background

In early 2000s, the Government of Namibia took a principal decision to embark on intensive agriculture through investment in large-scale irrigation projects along perennial rivers, canal and dams. The developmental objective was to achieve increased food security, increased contribution to GDP, job creation, exports and attracting private sector investment and local participation in the crop production sector. The objectives for establishing and investing in the Green Schemes are set out in the 2008 Green Scheme Policy (and Policy Guidelines). To give effect to the policy objectives, the Government made provision of Small-Scale Farmers (SSFs) and Medium Scale Farmers (MSFs) programme as subprograms within the Green Scheme Programme. The overall aim of these programme is to give opportunities to the Namibian youth with passion in agriculture to venture in crop production.

In view of the above, the Ministry agriculture, Water and Land Reform (MAWLR) has the following vacant plots Green Scheme Projects for allotment to qualified youth as per the evaluation criterion given in the Bidding Document.

2. Available Plots

Project Name	Region	Lot	No of Vacant Plot
Etunda	Omusati	1	28
Musese	Kavango West	2	1
Ndonga Linena	Kavango East	3	4
ORIP	/Kharas	5	3

PART 3 – Lease Agreement and Contract Forms

Section VI. Lease Agreement



LEASEHOLD AGREEMENT

Entered into by and between
THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA
THE MINISTRY OF AGRICULTURE, WATER AND FORESTRY
(MAWF)

of Luther street, Government Office Park, Agriculture Building, Windhoek, and herein
represented by **Ms. Ndiyakupi Nghituwamata** in his capacity as **EXECUTIVE
DIRECTOR: MAWLR** and duly authorised thereto, herein after referred to as the
MINISTRY

and

Name of Farmer:.....

Identity Number:.....

(herein after referred to as the FARMER)

(Collectively referred to as the PARTIES)

PREAMBLE

WHEREAS the MINISTRY is the registered owner of the under mentioned
immovable property:

CERTAIN: PLOT
NO.....
SITUATE: FARM.....
.....
REGION:
.....
MEASURING: ha

WHEREAS Government is committed to the promotion of optimal and efficient utilization of agricultural resources on the Government developed agricultural projects.

WHEREAS Government is desirous of ensuring sustainable agricultural activities and return on investment on the Government developed agricultural projects by availing all the necessary support services.

WHEREAS Government is committed to the promotion of Public Private Partnership for the purpose of investments, transfer of skills and knowledge, adaptation of technology in order to ensure land productivity.

WHEREAS the Parties are committed to ensuring that farming activities contribute to food security for the country.

WHEREAS Government is committed to empower formally disadvantaged Namibians by availing developed land in the Government Green Scheme Projects.

AND WHEREAS: the Tenant wishes to lease the Leased Land and carry out farming activities thereon;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - OBJECTIVES OF THIS AGREEMENT

- 1.1 To regulate the relationship between the Lessee and the Ministry.
- 1.2 To define the responsibilities of the parties.
- 1.3 To ensure the efficient and optimal utilisation of the land.
- 1.4 To enhance productivity of agricultural land.

- 1.5 To ensure good returns on investment
- 1.6 To ensure optimal food production.

ARTICLE 2 - THE LEASE

2.1 COMMENCEMENT DATE AND EXPIRY DATE

2.1.1 Initial Period

The Initial Period shall commence on the day of 20 and shall endure for a period of 5 (five) years, until the day of 20..... unless renewed as set out in Clause 2.1.2

2.1.2 Option to renew

2.1.2.1 The parties shall have the option to renew the Lease for an additional.....year period and only at the instance of the Ministry.

2.1.2.2 Renewal shall occur only upon the Farmer delivering to the Ministry, three months before the expiry of the initial period, a written request to renew the Lease for the additional period.

2.1.2.3 Upon said delivery, the Ministry shall within one month of receipt of said request, notify the Farmer of its acceptance or rejection of the Farmer's request for renewal. Rejection of the request shall be considered as notification of the termination of the Lease.

2.1.2.4 If the Farmer fails to deliver such renewal request, the Lease shall terminate at the end of the initial period; conversely, if the Ministry fails to notify the Farmer in writing of its decision, the Lease shall be automatically renewed, but only if the Farmer is not in breach of any of the terms and conditions of the Lease during the Initial period.

2.2 RENTAL AND PAYMENT THEREOF

2.2.1 The Rental for the Initial Period is an amount of N\$..... per annum, payable in cash.

2.2.2 The Rental is payable within 30 (Thirty) days of the end of each Financial

Year of the Tenant commencing with the Financial Year ending on 31 March 20___, and thereafter on or before the 30th (thirtieth) day of the end of each subsequent Financial Year of the Tenant.

ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES

The Ministry shall:

- 3.1 Avail developed plot no consisting of ha, located at in the Region for a period of 5 years renewable and for which rent is payable. The Ministry reserves the right to terminate the agreement on a three months' notice during the currency of the agreement.
- 3.2 Provide advisory services and training based on identified needs.
- 3.3 Promote marketing, branding, research and development of agricultural products.
- 3.4 In the event where a farmer has invested his/her own capital on the infrastructure of dwelling or plot, compensate such farmer at the end of the contract based on a fair value of such infrastructure, provided that such was approved by the Ministry.
- 3.5 Provide incentives, at the sole discretion of the Ministry, in the form of additional land if available or support to start own farming unit based on good performance as recommended by the Steering Committee.

The Farmer shall:

- 3.6 Ensure optimal and efficient utilisation of resource availed to him/her including, but not limited to the land.
- 3.7 In collaboration with the Service Provider, provide a cropping and marketing programme to the Ministry and the Financier for approval by the Ministry.
- 3.8 Ensure regular and timely preparation as well as adherence to the approved cropping, and the marketing programmes.
- 3.9 Pay rent, water and electricity costs of the allocated plot and dwelling in accordance with the applicable tariffs.
- 3.10 Report to the plot so allocated not later than one month after the date of allocation and to vacate the plot and dwelling on the time that the Ministry has indicated.

- 3.11 Honour his/her obligations towards the Financier, Service Provider and the Ministry failure of which he/she shall be required to vacate the plot and dwelling
- 3.12 Maintain at own cost the infrastructure above as well as underground, inclusive of the shut-off valve and water meters.
- 3.13 Not make any additions or structural additions to the leased plot and dwelling without the prior written approval of the Ministry.
- 3.14 Not remove or destroy trees or spoil the natural environment of the farm.

ARTICLE 4 - USE OF LAND

- 4.1 The Farmer shall use the leased land solely for crop cultivation. The use for any other purpose shall require prior written approval of the Ministry.
- 4.2 No farming activities shall be conducted in a manner detrimental to other Farmers or to the public interest and other government policies and programmes.
- 4.3 The Ministry or its duly authorised representative shall have the right of access to the plot and dwelling, during reasonable hours.
- 4.4 The Farmer shall not sublet, subdivide or hypothecate the land allocated to him/her.
- 4.5 The Farmer shall not absent him/herself from the allocated land without the consent of the Ministry, Service Provider and Financier.
- 4.6 An absence of two weeks from the project by the Farmer who underwent a one year government funded training programme and is managing his/her project himself/herself would lead to the immediate forfeiture of the plot and dwelling, at the instance of the Ministry.
- 4.7 An absence of two weeks by the Project Manager, in the instance where the Farmer employs a Project Manager to manage the project on his/her behalf, would lead to forfeiture of the plot and dwelling, at the instance of the Ministry.

ARTICLE 5 - BREACH AND TERMINATION OF THE AGREEMENT

This Lease Agreement may be terminated by:

- 5.1 Either Party by giving three months' notice to the other Party, or
- 5.2 The Ministry by notice to the Farmer terminate with immediate effect this lease Agreement and evict the Farmer, on the following conditions:

- (a) If the Farmer has failed to make full payment in respect of all amounts due and payable to the Financier and Service Provider despite reasonable demands made.
- (a) If the Farmer has failed to comply with the approved cropping programme as required in terms of this Agreement.
- (c) If the Farmer fails to honour any of his/her obligations, and despite any written demand made by the Ministry to comply he/she failed to remedy the breach for a period of three months.

ARTICLE 6 - DISPUTE RESOLUTION

Any dispute which may arise from the interpretation or implementation of this lease Agreement, and which cannot be resolved amicably between the Parties, shall at the instance of either Party be resolved in a competent court.

ARTICLE 7 - DEATH

- 7.1 In the event of the Farmer's death during the term of this lease Agreement, Agreement shall terminate automatically and the plot and dwelling revert back to the Ministry.
- 7.2 The Ministry undertakes to consult with the Farmer's surviving spouse or children on a possibility of concluding a new lease Agreement based on the Ministry's criteria.

ARTICLE 8 - CESSION AND ASSIGNMENT

- 8.1 Except with the prior written consent of the Ministry, the Farmer shall not enter into any partnership with a third Party for the cultivation of the plot.
- 8.2 The Farmer shall not be entitled to encumber assign any right or transfer any obligation under this lease Agreement to a third Party without the prior written approval of the Ministry.

ARTICLE 9 - FORCE MAJEURE

The Ministry does not assume any liability for any loss or damages suffered by the Farmer on account of the farming operations, or due to forces of nature, including but not limited to rain, wind, hail, lightning and fire, or other factors beyond the Ministry's control.

ARTICLE 10 - INDEMNITY

The Farmer hereby indemnifies and holds harmless the Ministry against liability, suits, actions, demands, damages, costs or fees on account of death or injury to persons or property or other losses resulting from or connected with an act or omission performed in the course of operations covered by this Lease Agreement.

ARTICLE 11 - AMENDMENT

Either Party may propose any amendment to this lease Agreement, but it shall only take effect if agreed upon in writing by both Parties and incorporated in an Annexure hereto and signed by the parties.

ARTICLE 12 - NON-WAIVER

Any concession the Ministry may grant to the Farmer with respect to any of the Ministry rights under this Agreement shall not be constituted as a waiver of such rights.

ARTICLE 13 - ENTRY INTO FORCE

This Agreement shall enter into force on the date as agreed upon through the exchange of letters between parties and shall remain in force for the period of 5 years renewable as per Sub-ARTICLE 2.1.2, notwithstanding the provisions of ARTICLE 5 of this Agreement.

ARTICLE 14 - GOOD FAITH

In the implementation of this Agreement, the Parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of any other(s) of them.

ARTICLE 15 - UNDERTAKING TO GIVE EFFECT TO THIS AGREEMENT

The Parties shall respectively cause all resolutions to be passed and undertake to sign all such other documents and do such other things as shall be necessary or requisite to give proper and due effect to the terms of this Agreement, or any other matter arising therefrom, according to its intent and purpose.

ARTICLE 16 - DOMICILIA AND NOTICES

16.1 The Parties choose the undermentioned address as their respective domicilia citandi et executandi for the effective service of all notices and legal processes flowing from this Agreement, and for any action which may arise from this Agreement.

- 16.2 The Parties shall notify each other about the change in their postal and residential addresses.
- 16.3 Any notices for all purposes of this Lease, including the cancellation thereof, shall:
- 16.3.1 be in writing;
- 16.3.2 be sent by hand; or registered post, or telefacsimile machine; or electronicmail.
- 16.3.3 be addressed to the respective parties at their chosen *domicilium citandi et executandi* in terms of this Lease; and
- 16.3.4 be deemed to have been received by the party to whom it is addressed:
- (a) at the time of delivery thereof; or
- (b) on the 14th (fourteenth) day following the posting thereof, excluding the day upon which it is posted, in the Republic of Namibia; or in the case of a telefacsimile or electronic mail, on date of written acknowledgement thereof from the addressee.

To the Ministry:-

THE PERMANENT SECRETARY
 MINISTRY OF AGRICULTURE, WATER AND FORESTRY
 PRIVATE BAG 13184
 GOVERNMENT OFFICE PARK
 LUTHER STREET
 WINDHOEK

To the Farmer:-

.....

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
 _____20__

AS WITNESSES:

1_____

2. _____

ON BEHALF OF MINISTRY

THUS DONE AND SIGNED AT _____ ON THIS ____ DAY OF _____
20__

AS WITNESSES:

1 _____

2. _____

FARMER

Section VIII. Contract Forms

Table of Forms

[Letter of Acceptance](#)60

Letter of Acceptance

[date]

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

This is to notify you that your Bid dated [date] for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Lessor. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Lessor.

We confirm that *[insert name proposed by Lessor in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

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

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract



REPUBLIC OF NAMIBIA
MINISTRY OF AGRICULTURE, WATER AND LAND REFORM

Request for Proposals (RfP)


Leasing of Small-Scale Farmer's Plots at Green Scheme Irrigation Projects

PROCUREMENT REFERENCE NO.: SSF Plots-Green Schemes/MAWLR/01-2024

Applicants are invited through Open Advertised Bidding (OAB) for **Leasing of the following Vacant Plots at the Green Scheme Projects:**

- a) Lot 1: Etunda Green Scheme (28) vacant plots
 - b) Lot 2: Musese Green Scheme (1) vacant plots
 - c) Lot 3: Ndonga Linena Green Scheme (4) vacant plots
 - d) Lot 4: ORIP (3) vacant plots
1. Interested applicants may download complete set of Bidding Documents for free at the website <https://mawf.gov.na/> or obtain further information from MAWLR, through Eng. Felix Ndinamwene at Felix.Ndinamwene@mawlr.gov.na, or Tel: + 264 (61) 208 7784.
 2. Qualifications requirements and additional details are provided in the Bidding Documents.
 3. Bids must be delivered to the address given below at or before *29 February 2025 at 11h00 am*. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened in the presence of the applicants' representatives who choose to attend in person at *below address at 11h05 am on 29 February 2025*.
 4. The address referred to above is:

Bid Box
Ministry of Agriculture, Water and Land Reform
Lands Building, Ground floor
c/o Rorbet Mugabe & Dr. May Street
Windhoek, Namibia


Ndiyakupi Nghituwamata (Ms.)
EXECUTIVE DIRECTOR

