



**REQUEST FOR BIDS: LEASING OF RETAIL CONCESSION AT  
HOSEA KUTAKO INTERNATIONAL AIRPORT (HKIA)**

**BID NO. NAC/HKIA/RC-CS/05/2023**

**NOTE: THIS BID IS RESTRICTED TO ENTITIES INCORPORATED IN NAMIBIA WITH NO LESS THAN 51 PERCENT EQUITY THAT IS OWNED BY NAMIBIAN CITIZENS.**

**NOTE: THIS BID IS EXEMPTED FROM THE PUBLIC PROCUREMENT ACT, 15 OF 2015 AS AMENDED AND IT IS BEING FACILITATED IN TERMS OF THE NAC INTERNAL COMMERCIAL FACILITY POLICY. THE SAID EXEMPTION IS DATED 08 SEPTEMBER 2023.**

***BIDDERS ARE CAUTIONED TO READ ALL OF THE DOCUMENTS CONTAINED IN THIS INVITATION FOR BIDS FULLY AND CAREFULLY. BIDS SUBMITTED IN ANY FORM OR ON TERMS OTHER THAN THOSE PRESCRIBED IN THE BID DOCUMENTS MAY NOT BE CONSIDERED OR MAY BE DISQUALIFIED.***

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## **SECTION I: GENERAL INFORMATION**

### **1. INTRODUCTION**

The Namibia Airports Company Limited's ("**NAC**") mission is to develop and manage airports on sound business principles, with due consideration to safety and the environment, in the best interest of all stakeholders. A key component of this mission is to pursue a retail programme that is intended to create a world-class retail environment equal to that of leading international airports.

Namibia Airports Company is seeking proposals from prospective tenants to lease retail space at Hosea Kutako International Airport. Brief particulars of these commercial opportunity is contained in Table 1 (Schedule for the Leasing of Retail Concession at Hosea Kutako International Airport) of this RFB.

A successful Bidder will be required to enter into a lease agreement with NAC on terms set out in the annexed pro forma lease agreement and special terms identified in respect of Section V.

## 2. DEADLINE AND SUBMISSION PROCEDURE

The date, time and address to which bidders must be hand delivered to NAC is stated below under point 3 titled “bid presentation details”, of which there must be 5 copies (inclusive of original), must be submitted in a sealed envelope or other appropriate confidential packaging and marked:

THE CHAIRPERSON, NAC COMMERCIAL EXECUTIVE COMMITTEE, BID NO:  
NAC/HKIA/RC-CS/05/2023, RETAIL CONCESSION AT HKIA.

Late submissions **WILL NOT** be considered and Bidders must ensure that a duly authorised official at NAC acknowledges receipt of their bid in writing.

## 3. BID PRESENTATION DETAILS

### 3.1 BID SUBMISSION DETAILS

<b>TIME TO BE RECEIVED BY</b>	11h00
<b>DATE TO BE RECEIVED BY</b>	01 December 2023
<b>TO BE HAND DELIVERED TO</b>	The Namibia Airports Company Limited, NAC Head Office, 5th Floor, Sanlam Building, Independence Avenue, Windhoek

### 3.2 MANAGEMENT PRESENTATION / SITE MEETING (NON-COMPULSORY)

Interested parties are expected to attend a non-compulsory presentation by NAC at the time, date and place stated below. The presentation will provide an outline of the Bid and more specifically, clarify the objectives and requirements of the RFB. An opportunity will be provided to Bidders to pose questions or request clarification relating to the Bid and Bid process.

<b>TIME</b>	10H00
<b>DATE</b>	10 November 2023
<b>PLACE</b>	HKIA Boardroom, Hosea Kutako International Airport

### 3.3 BID PRESENTATION DETAILS

<b>DATE</b>	N/A
<b>PLACE</b>	N/A

### 3.4 WRITTEN COMMUNICATION ADDRESS DETAILS

<b>NAME OF CONTACT PERSON</b>	Johannes Shivute
<b>DIVISION / DEPARTMENT</b>	Finance & Administration  Procurement Management Unit
<b>PHYSICAL ADDRESS</b>	5th Floor, Sanlam Building, Independence Avenue, Windhoek
<b>TEL NO.</b>	Tel + 264 81 125 5344
<b>E-MAIL ADDRESS</b>	ShivuteTBJ@airports.com.na

#### 4. BRIEF DISCRIPTION OF THE LEASING OF RETAIL CONCESSION

**Table 1: SCHEDULE FOR THE LEASING OF RETAIL CONCESSION AT HOSEA KUTAKO INTERNATIONAL AIRPORT**

Location	Unit Number on Drawing	Approx Unit Size (M <sup>2</sup> )	Recommended Use(S)	Min. Lease Tenure (Years)	The Greater of the Two		Min. Annual Escalation (%)	Applicable Special Conditions
					Min Monthly Base Rental/M <sup>2</sup> (N\$)	Min. Turnover %		
Airside	25	15	Gift/Curio	5	726.00	18%	10%	

## **5. TERMS AND CONDITIONS**

All Bids shall be subject to the Terms of Bid contained in Section II (general terms) of this RFB. **By submitting the Bid, the Bidder acknowledges to NAC that it has read and understood these terms and agrees to be bound thereby.**

## **6. BID PRESENTATION (IF NECESSARY)**

Interested parties are expected to attend a non-compulsory presentation by NAC at the time, date and place stated below. The presentation will provide an outline of the Bid and more specifically, clarify the objectives and requirements of the RFB. An opportunity will be provided to Bidders to pose questions or request clarification relating to the Bid and Bid process.

## **7. WRITTEN COMMUNICATIONS**

All written communications from Bidders to NAC (other than the Bid itself) must either be delivered by hand or sent by electronic mail (e-mail) to the person and contact details as stated in clause 3 (bid presentation details). All communications should be made in accordance with the provisions of clause 24.1 of Section II (general terms). NAC reserves the right not to consider or respond to written communications sent to it otherwise than in this manner.

NAC would like to thank you for your interest and participation in this bidding process.

## **8. STATISTICS**

We have attached statistics on the passenger and aircraft movements under General airport Environment Annexure IV(1), which should assist the bidder in the compilation of their offer to the NAC. Information should be handled with necessary confidentiality.

## SECTION II: GENERAL TERMS

### 1. Definitions

- 1.1 In this RFB, unless inconsistent with the context, words referring to:
- 1.1.1 one gender include a reference to the other genders;
  - 1.1.2 the singular include the plural and vice versa; and
  - 1.1.3 natural persons include artificial persons and vice versa.
- 1.2 Whenever a number of days is given in this RFB, such number shall be calculated including the first and excluding the last day, unless the last day falls on a Saturday, Sunday or official Namibian public holiday, in which case the last day shall be the next day which is not a Saturday, Sunday or official Namibian public holiday.
- 1.3 Clause references in this RFB, unless stated otherwise, shall refer to clauses within the Section in which the reference occurs.
- 1.4 The following expressions shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and cognate expressions shall bear corresponding meanings:
- 1.4.1 "**RFB**" means the request for bid communicated by NAC in terms of this document and all annexures and schedules hereto;
  - 1.4.2 "**Law**" means all legislation, statutes, regulations, directives, orders, notices, promulgations and other decrees of any authority which have force of law or which it would be an offence not to obey, the rules of any recognised stock exchange and the common law, as amended, replaced, re-enacted, restated or re-interpreted from time to time;
  - 1.4.3 "**Lease Agreement**" means the lease agreement to be concluded between NAC and the Successful Bider as further detailed in Section VII and clause 13 (lease agreement) of this Section II;
  - 1.4.4 "**Person**" means any natural, juristic or quasi-juristic person, including without limitation any sole proprietorship, firm, partnership, trust, close



corporation, company, undertaking, joint venture or other incorporated or unincorporated entity;

- 1.4.5 **"Leasing of Retail Concession"** means the **right to lease retail concession** in respect of which Bids are invited in this RFB as more fully detailed in Section V
- 1.4.6 **"Successful Bider"** means the Bider/s to whom lease is awarded or other Person with whom NAC contracts in connection with the **Leasing of Retail Concession** identified in this RFB in any of the circumstances contemplated in clause 10 (award of Bid);
- 1.4.7 **"a Bid"** when used as a capitalised noun, means any proposal made by a Bider in connection with any of the Leasing of Retail Concession identified in this RFB, whether successful or not;
- 1.4.8 **"a Bidder"** means any Person/organisation who makes a Bid;
- 1.4.9 **"Terms of the Bid"** means these terms on which bid proposals are invited and received from Bidders under this RFB, such terms being contained in this Section II of the RFB.

## **2. Scope of the Bid**

The bid invited in this RFB relate only to the Leasing of Retail Concession identified in Section V (Leasing of Retail Concession of the RFB). No submissions relating to other opportunities or opportunities which extend beyond the scope of the Leasing of Retail Concession contemplated in Section V (Leasing of Retail Concession) will be considered.

## **3. Separate Bids**

- 3.1 This RFB involves only one Leasing of Retail Concession in respect of which bids are invited.
- 3.2 Bid submitted in connection with a specific Leasing of Retail Concession shall, accordingly, form a separate group to which the terms of this RFB apply. No action taken by NAC in connection with any other Leasing of Retail Concession or submission by a Bidder, whether part of this RFB or otherwise, shall give rise

to any rights, obligations or expectations in connection with the former Lessee for Retail Concession or other submission.

#### **4. Discrepancies and Questions**

- 4.1 Should a Bidder (or prospective Bidder) find a discrepancy in or omission from the specifications relevant to any Leasing of Retail Concession in this Bid or should there be any doubt as to their meaning, the Bidder should submit a written request for clarification or interpretation to NAC. Bidders (or prospective Bidders) may further submit questions relating to the Leasing of Retail Concession in writing to NAC. All such enquiries should be delivered to NAC in the manner provided for in clause 24.1 (communications).
- 4.2 All questions or correspondence relating to discrepancies must be received by NAC by no later than 7 working days before the deadline for submitting the Bids and Bidders must obtain a written delivery confirmation of its communication from NAC. All enquiries should identify the category of the Lease and the prospective Bidder should provide full contact details for such Bidder, preferably including e-mail contact details. NAC reserves the right not to respond to enquiries received after the time and date due for such enquiries or lacking the proper identification and contact details.
- 4.3 Answers (if any) to all enquiries referred to in clause 4.1 above and copies of such enquiries may be made available to all other Bidders (or prospective Bidders) on written request without disclosing the identity of the Bidder which submitted the enquiry.
- 4.4 NAC further reserves the right not to answer any particular enquiry or to answer an enquiry in any way it deems appropriate.
- 4.5 Some of the information contained in this RFB is provided by third parties to NAC and is included herein by NAC in good faith. NAC recommends that Bidders should independently investigate and confirm the correctness of such information before placing reliance on it. Neither NAC nor its staff or advisors assume any responsibility or liability for the accuracy of such information.

## **5. Changes to the RFB**

NAC shall have the right, but shall not be obliged, to make changes at any time to the RFB. Each Bidder is advised that the relevant legal, regulatory, fiscal, economic and operational circumstances relevant to the Leasing of Retail Concession may change from time to time. Neither NAC nor its staff or advisors will assume responsibility or liability for such changes, nor shall they be under any obligation to advise the Bidders thereof. Amendments to the RFB are valid only if given in writing by NAC. No reliance should be placed on other information or comment from any other Person.

## **6. Bid: procedure and content**

- 6.1 All Bids must be delivered to NAC strictly as provided for in sub clause 3.1 (bid submission details). Bidders must ensure that they deliver their bid documents within the bid box, or alternatively (in case bid documents cannot for one or other reason not be placed in the bid box) that they receive a written acknowledgement of receipt in respect of their Bid from a member of the NAC Bid Secretariat. NAC shall not be responsible for any failure to consider a Bid which was not delivered and acknowledged strictly in accordance with this clause 6.1 and NAC's failure to consider such a Bid shall in no way vitiate the bid process or the award of any contract pursuant thereto, nor shall such failure give rise to any right in favour of or claim by the relevant Bidder.
- 6.2 Bidders must provide all of the information requested in the RFB (with particular reference to Section VI (submission requirements)) and in the required format. All forms and information contained in the Bid shall become the property of NAC.
- 6.3 Bidders must ensure that all information submitted by them in their Bids is complete, accurate and fairly represents the information communicated. Bidders must further ensure that, irrespective of the weighting (if any) ascribed to any criterion, the Bid contains all information relevant to an evaluation of that criterion. Any information which is incomplete, inaccurate, ambiguous or conditional may result in the Bid being disqualified or adversely evaluated.

- 6.4 Bids received later than the date and time specified in clause 3 (bid presentation details) will be rejected and Bids that are incomplete or are not submitted in accordance with the requirements of this RFB, including all format requirements, may be rejected by NAC without further consideration.
- 6.5 No Bidder may modify or amend its Bid after the final date and time for the submission thereof in any way without the prior written consent of NAC.
- 6.6 After submitting the Bid, no Bidder may make any changes in the composition of its consortium before the final date and time for the submission of the Bid without the prior written approval of NAC. Full details of any such intended change must be notified in advance, in writing, to NAC for consideration. NAC reserves the right to reject or accept such change, whether conditionally or unconditionally. NAC reserves the right to disqualify any Bidder which makes or attempts to make any change to the composition of its consortium other than in accordance with the aforesaid provisions.

## **7. Withdrawal of the Bid**

Bidders may not withdraw their Bids. Bids submitted constitute an irrevocable, binding offer by the Bider to contract with NAC on the terms of the Bid which terms may not subsequently be changed by the Bidder.

## **8. Bid Evaluation**

- 8.1 Bids will be evaluated by NAC in accordance with the procedure and criteria set out in Schedule III (evaluation procedure and criteria). NAC may, at any time and without prior notice:
- 8.1.1 vary, in its sole discretion, the evaluation procedure (including the identity of the body or persons principally tasked to perform or assist in the evaluation), provided that in doing so, the amended procedure is fair to all Bidders; and/or
- 8.1.2 vary, in good faith and for commercial reasons, the evaluation criteria or the weighting ascribed thereto, provided that should NAC add or substantially increase the scope of any criterion, it shall give the

Bidders a reasonable opportunity to submit, in writing, relevant information in connection with the criterion.

- 8.2 Bidders may, if necessary, be asked to attend interviews in order to present and discuss their Bids for clarification or to furnish NAC with further information. Notwithstanding the foregoing:
  - 8.2.1 interviews are at the sole discretion of NAC and Bidders may make no claim to being granted such an interview; and
  - 8.2.2 NAC shall be entitled to evaluate any Bid strictly on the basis of the information provided or known to it and NAC shall not be obliged to seek further information from any Bidder or any other Person.
- 8.3 While NAC's Bid Technical Committee shall be entitled to rely on evaluations, findings or recommendations made by any Person or body mandated by it for this purpose, it shall not be obliged to follow such evaluations, findings or recommendations.

## **9. Disqualification**

- 9.1 In addition to the grounds of disqualification provided for elsewhere in this RFB, NAC shall have the right to disqualify any Bidder if, in NAC's sole and *bona fide* opinion:
  - 9.1.1 the Bid is not in the form prescribed in Section VI (submission requirements) or is inaccurate, incomplete, conditional, ambiguous, obscure or contains any irregularities of any kind;
  - 9.1.2 the Bidder, or any employee, consultant or director of or Person associated with such Bidder has or may reasonably be thought to have, at any time, committed any act involving an element of dishonesty, whether in connection with the Bid or otherwise;
  - 9.1.3 the Bidder engages in anti-competitive behaviour (in relation to the Leasing of retail concession) including, without limitation, collusion between Bidders or solicitation of NAC's employees, directors or advisers. Bidders may only have contact with an official of NAC or its advisers as provided for in this RFB;

- 9.1.4 the Bidder materially breaches any of the Terms of Bid or, in respect of any non-material breach, fails to remedy such breach within 5 days of being instructed, in writing, by NAC to do so; and/or
- 9.1.5 any other fact or circumstance exists which justifies such disqualification.
- 9.2 NAC may take into account information furnished by the Bidder and/or information obtained from other sources considered by NAC, in its discretion, to be appropriate.

## **10. Award of the Bid**

- 10.1 Subject to clause 8.1.1 above, NAC's Bid Adjudication Committee is the sole body empowered to award any bid and no other Person or body shall have the power or right to award a bid or to make any concession or to conclude any agreement with any Person in respect thereof.
- 10.2 Bids are submitted to NAC for the sole purpose of placing NAC in a position to evaluate whether or not to award the Leasing of Retail Concession and, should it decide to do so, to evaluate on what terms such an award should be granted. NAC shall not be obliged to award any contract to any Person pursuant to a Bid, notwithstanding that the Bid conforms to NAC's criteria and has been satisfactorily evaluated.
- 10.3 NAC, at its sole option, reserves the right, at any time, to award the Leasing/s of Retail Concession on the basis of Bids submitted or to negotiate a contract with a particular Bidder in connection with the Leasing of Retail Concession or to call for fresh bids (or use another appropriate procedure) or to decline to award the Leasing of Retail Concession at all.
- 10.4 Bids may be awarded subject to additional terms and conditions stipulated by NAC in writing. Such additional terms and conditions shall be binding on a Successful Bidder unless the Successful Bidder notifies NAC in writing that it does not accept the additional terms and conditions (or any one of them) within 5 days of having been advised of these terms and conditions. In the event that the Successful Bidder so notifies NAC, NAC shall be entitled to:

10.4.1 award the bid to the Bidder without any additional terms and conditions or with such additional terms and/or conditions as were acceptable to the Bidder; or

10.4.2 withdraw the award of the Bid.

## **11. Further obligations on award**

11.1 In addition to any terms which may be stipulated by NAC in terms of clause 10.4, following the award of any Bid, the Successful Bidder shall:

11.1.1 finalise, to NAC's satisfaction, any details outstanding in connection with the Leasing of Retail Concession and/or the Lease Agreement within the time allowed therefore in clause 13 (Lease agreement);

11.1.2 sign the Lease Agreement with NAC on terms agreeable to NAC within the time allowed therefor in clause 13 (Lease agreement);

11.1.3 furnish NAC with the security required in terms of clause 14 (security) within the time allowed therefor; and

11.1.4 promptly obtain, at its cost, any approval or licence required by Law to enable the Successful Bidder to enter into the Lease Agreement and/or to fully perform its obligations and exercise its rights in terms of the Lease Agreement.

11.2 NAC may, in its sole discretion and from time to time, extend the date or dates by when the Successful Bidder is required to comply with the above terms.

## **12. Withdrawal of an award**

12.1 NAC shall have the right to withdraw, with immediate effect or with effect from any reasonable future date nominated by it, in writing, the award of a Bid and to cancel any contract consequent thereon if:

12.1.1 NAC becomes aware of any fact or circumstance (including facts or circumstances which arise after the award of the Bid) which, in NAC's sole and *bona fide* opinion, would have rendered the Bid subject to disqualification under clause 9 (disqualification) had such fact or

- circumstance arisen prior to the award and been known to NAC at the time of the award;
- 12.1.2 the award of any Bid or conclusion of a Lease Agreement is subsequently set aside by any order of court, arbitration award or other binding agreement, award or finding, whether such order, agreement, award or finding arises from contested proceedings or an agreed settlement of any dispute;
- 12.1.3 the Successful Bidder fails to timeously furnish NAC with security as contemplated in clause 14 (security); or
- 12.1.4 any one of the terms stated in clause 11 (further obligations on award) are not fulfilled within the period permitted therefor.
- 12.2 Should NAC elect to withdraw the award, the Successful Bidder's Bid shall be disqualified from further consideration by NAC and NAC shall proceed further, as may be appropriate, in terms of clause 10 (award of Bid) with regard to the remaining Bids for the Lease of retail concession.
- 12.3 No Bidder shall have any right of recourse against NAC as a result of the withdrawal of a bid award and/or cancellation of the Lease Agreement by NAC pursuant to this clause 12.

### **13. Lease Agreement**

- 13.1 The award of the Bid (which, for the avoidance of doubt, includes the conclusion of a contract in relation to the Leasing of Retail Concession in any manner contemplated in clause 10.3 entails the entering into of the Lease Agreement between NAC and the Successful Bidder.
- 13.2 With immediate effect on the award of a Bid, a contract shall come into existence between NAC and the Successful Bidder on the terms set out in the pro forma Lease Agreement attached as Annexure VII(2) (as read with the special conditions, if any, set out in Section V (the Leasing of retail concession), changed as necessary to reflect the parties to the contract and the commercial terms on which the Bid was awarded by NAC.



- 13.3 The Successful Bidder shall be obliged to formally sign the Lease Agreement (changed as identified above) within 7 days of the award of the Bid.

#### **14. Security**

The Successful Bidder (and, in certain instances where NAC in its sole discretion requires, each of its shareholders or members) will be required to furnish NAC with security in a form and for an amount acceptable to NAC for the due fulfilment of its obligations in terms of the Lease Agreement. The nature and amount of the security required is set out in the Lease Agreement. The security is to be lodged with NAC within 14 days of the award of the Bid. Failure to provide this security may result in withdrawal of an award of Bid as envisaged in clause 12 (withdrawal of award) above.

#### **15. Copyright**

Copyright in the material contained in the RFB vests in NAC. Consequently, it cannot be copied in whole or in part or in any form or in any format without the prior written consent of NAC.

#### **16. Warranties**

Unless expressly stated otherwise, the following warranties are given as at the date on which a Bid is submitted to NAC, as at the date on which any Bid is awarded and for the period between those dates. The Bidder warrants to NAC, except as fully and fairly disclosed to NAC in writing in the Bid, that:

- 16.1 the information furnished by the Bidder is complete, accurate, unconditional and fairly presented;
- 16.2 it will be able to allocate the appropriate resources to the Leasing of for Retail Concession in order to be able to operate should it be awarded the Bid within 90 days from the date it is awarded the Bid;
- 16.3 it envisages no impediment in obtaining the necessary security required by NAC in terms of clause 14 (security); and
- 16.4 it has the necessary skills and experience to successfully meet the financial projections set out in its Bid.

## **17. Indemnity**

The Bidder indemnifies NAC and its employees, agents and directors and holds such persons harmless from and against any and all actions, causes of action, claims, suits, damages, counterclaims, penalties, losses, expenses (including reasonable attorney's fees and court costs) and liabilities of any kind which NAC or its employees, agents and directors may suffer howsoever arising as a direct or indirect result of:

- 17.1 any act or omission of the Bidder and/or its employees, agents, officers and/or directors, whether undertaken pursuant to the RFB or otherwise;
- 17.2 the Bidder's defective performance or non-performance of its obligations hereunder or under any contract awarded pursuant to the RFB; and/or
- 17.3 any breach by the Bidder of any warranty, representation or covenant given in connection with the RFB.

## **18. Limitation of liability**

- 18.1 NAC shall only be liable to the Bidder in respect of damage caused by its wrongful and intentional acts or omissions or wilful breach by it of the Terms of Bid. The Bidder accordingly waives any right which it may have in respect of any loss, damages, claims, actions, liabilities, costs or expenses of any nature whatsoever and howsoever incurred ("**damages**") which are otherwise suffered or sustained by it in connection with this RFB, including, without limitation, any damages which arise as a result of the grant, withdrawal, decline or disqualification of any Bid.
- 18.2 NAC's liability in respect of a wilful breach of the Terms of Bid shall be limited to direct damages only, shall not exceed 3 times the minimum monthly rental paid or payable by the Successful Bidder pursuant to the Lease Agreement and shall exclude liability for any loss of business, damage to goodwill or property or any claim for special, economic or consequential damages (including but not limited to loss of anticipated savings or loss of any opportunity) or punitive damages, which claims are expressly waived by the Bidder.

## 19. Confidentiality

- 19.1 This RFB contains confidential information regarding NAC. By accepting this RFB, the recipient agrees that it will cause its members, directors, officers, employees, agents and representatives (and, where applicable, those of its participating members) to use the RFB only to evaluate the Leasing of Retail Concession and for no other purpose, will not divulge or distribute any such information or pass any copies of the RFB to anyone else without the prior written approval of NAC and will return the RFB together with all copies thereof to NAC promptly upon being requested to do so.
- 19.2 Each Bidder agrees to maintain the confidentiality of all information supplied to it in connection with the bidding process (whether in text, chart, picture or other form) unless disclosure is required by Law. Bidders shall not disclose in whole or in part any details pertaining to their submissions and the bidding process to anyone not specifically involved in their submissions unless written consent is obtained from NAC prior to such disclosure.
- 19.3 NAC will maintain the confidentiality of information designated as confidential by a Bidder when it submits its Bid except where that information is not proprietary or where disclosure is required by Law or is otherwise required by NAC for the purpose of evaluating and selecting Bids. NAC reserves the right to publicly disseminate any information of a non-confidential nature contained in any Bid.

## 20. Disclaimers

- 20.1 The information contained in the RFB or otherwise provided to Bidders, whether orally or in writing, (collectively "**the RFB Documents**") was obtained from several sources and is offered in good faith for the guidance of the Bidders only.
- 20.2 Any estimates and projections provided involve significant elements of subjective judgement and analysis which may or may not be correct. Bidders are cautioned that the information presented in the RFB Documents may be inaccurate *inter alia* due to human error or due to incorrect source information having been furnished to NAC. Further, the

information referred to herein is not an exhaustive account of the statutory requirements which may affect a Bid and shall not be regarded as a complete or authoritative statement of relevant Law.

- 20.3 Each Bidder is obliged to become acquainted with all of the provisions of the Laws affecting the Bid, the entering into of the Lease Agreement and fulfilment of its terms.
- 20.4 The RFB Documents do not purport to contain all of the information that may be required by Bidders to evaluate the Leasing of Retail Concession and any recipient of the RFB Documents should conduct its own independent legal, financial or other analysis of the Leasing of Retail Concession and of the information contained or referred to in the RFB Documents and should obtain such professional advice as it deems necessary.
- 20.5 The RFB Documents supersede all information concerning the Leasing of Retail Concession which may have been previously communicated to the Bidder, whether orally, in writing or otherwise.
- 20.6 The RFB Documents are not intended to form the basis of a decision to enter into any transaction with respect to the Leasing of Retail Concession or any other investment decision and do not constitute an offer, invitation or recommendation to enter into or make any such transaction or decision.
- 20.7 Neither NAC nor its employees, directors or advisers make any representation or warranty, express or implied or accept any responsibility or liability as to the accuracy or completeness of the information contained in the RFB Documents or any written or oral information made available in connection with NAC, its business activities and/or the Leasing of Retail Concession and nothing contained herein is or shall be relied upon as a promise or representation, whether as to the past or as to the future.

## **21. Conflict of interest**

No Bidder or any member of the Bidder's consortium may have any interest whatsoever (whether direct or indirect) in any other Bidder or in any member of any other Bidder's consortium. Each Bidder must expressly include in the Bid a declaration that each member of its consortium does not and will not, at any

time, have any such interest or, failing such declaration, a detailed description and the extent of any such interest. The Bidder shall include in such description the name(s) of all the other Bidder(s) and the members concerned and a statement as to how the Bidder proposes to deal with such conflict of interest.

## **22. Good faith**

All Bids are required to be submitted in good faith and Bidders and each of the members of the Bidder's consortium and any of their respective members, directors, employees, officers, agents, representatives and advisers are required to act in good faith during the bid process (and thereafter).

## **23. Further enquiries and assistance**

In submitting a Bid, the Bidder grants NAC the right to make any enquiry or investigation it deems appropriate. Bidders shall, if requested, assist NAC in any such enquiry or investigation and shall assist NAC in other ways as may reasonably be required by NAC to evaluate their Bid.

## **24. General**

### **24.1 Communications**

24.1.1 All written communications from Bidders to NAC (other than the Bid itself) must either be delivered by hand, sent by telefax or sent by electronic mail (e-mail) to the person and contact details as stated in clause 3 (bid presentation details). NAC reserves the right not to consider or respond to written communications sent to it otherwise than in this manner.

24.1.2 It is the responsibility of Bidders to ensure that their communications have been received by the responsible person at NAC and Bidders should obtain, wherever possible, a delivery confirmation from NAC in respect thereof. NAC shall not be responsible for not having considered or otherwise responded to any written communication for which an acknowledgement of receipt was not obtained by the Bidder.

24.1.3 NAC may communicate in writing to Bidders at the address or other contact details provided by Bidders in their queries or in their Bids. All

such communications from NAC shall be deemed to have been duly given:

- 24.1.3.1 if physically delivered, sent by e-mail or by telefax, on the date of delivery or transmission, except that any document delivered or transmitted after 16:30 shall be deemed to have been received on the following working day; or
- 24.1.3.2 if sent by post, 7 working days after posting.

**24.2 sole terms**

Save for applicable Law, the terms set out in this Section II constitute the sole record of Bidders' rights and claims against NAC with regard to the matters dealt with in this RFB and no representations, terms, conditions or warranties in respect of such matters not contained in this Section II shall be binding on NAC. The Bidder furthermore waives the right to rely on any alleged expression or provision not contained in this RFB.

**24.3 variations and cancellation**

No variation, addition, deletion or cancellation of any of the Terms of Bid shall be effective unless reduced to writing and signed by or on behalf of NAC.

**24.4 cession**

No Bidder may cede its rights or delegate its obligations which arise under this RFB without the prior written consent of NAC.

**24.5 indulgences**

No indulgence granted by NAC to a Bidder shall constitute a waiver of any of NAC's rights under these Terms of Bid in respect of such Bidder or its rights in respect of any other Bidder, nor shall the giving of such indulgence give rise to any right or claim by any other Bidder. Accordingly, NAC shall not be precluded as a consequence of having granted such indulgence from exercising any rights against the Bidder or other Bidders which may have arisen in the past or which may arise in the future.

**24.6 support**

The Bidder undertakes at all times to do, within a reasonable period of time, all such things, perform all such actions and take such steps and to procure the doing of all such things, the performance of all such actions and taking of all such steps as may be open to it and necessary for or incidental to the putting into effect and maintenance of the Terms of Bid or of any Bid award.

**24.7 jurisdiction of the High Court of Namibia**

The High Court of Namibia shall have jurisdiction to determine any proceedings instituted by way of notice of motion by any of the parties to this RFB against any of the other parties thereto in which interim relief or urgent final relief is claimed howsoever arising out of or in connection with this RFB. In respect of such applications, each of the parties specifically submits itself to and consents to the non-exclusive jurisdiction of the Division of the High Court of Namibia having jurisdiction over the relevant airport.

**24.8 applicable law**

The Terms of Bid shall be interpreted and implemented in accordance with the Law of the Republic of Namibia. Bidders are required to familiarise themselves with all the requirements of Law that may be applicable to the Leasing of retail concession.

**24.9 language**

All Bids and other documents and correspondence in connection with this RFB are required to be in the English language. Where it is necessary for any document to be submitted in another language, it must be accompanied by a sworn translation in English.

**24.10 costs**

Subject to the provisions of clause 16.4, all costs incurred by a Bidder howsoever arising out of or in connection with this RFB, irrespective of whether the Bid is successful or not, shall be borne by the Bidder without recourse to NAC. The Bidder shall reimburse NAC for any expenses

(including reasonable attorneys fees and charges) incurred by NAC in connection with any claim or dispute raised by such Bidder which is subsequently withdrawn or dismissed pursuant to an arbitration or other legal process.

**24.11 conflicts**

Substantive terms and requirements contained in the other Sections of this RFB not in conflict with the provisions in this Section II shall be binding on Bidders. If any conflict arises between the substantive terms in this RFB, the provisions in the relevant Sections shall prevail in the following order: Section II (General Terms), Section VII (the Lease Agreement), Section V (the Leasing of retail concession) and Section I (General Information), with the remaining Sections ranking equally thereafter.

**24.12 RFB award dispute**

Should a dispute arise out of or in connection with the award of this RFB, an arbitrator would be identified as a mediator in case of an initial dispute from an aggrieved bidder. If the arbitration process does not yield a mutually agreeable outcome, an aggrieved bidder may approach the High Court.



### SECTION III: EVALUATION PROCEDURE & CRITERIA

#### 1. Procedure

- 1.1 Bids will be evaluated by NAC following the closing date for submissions. The evaluation process may involve written questions by NAC to any of the Bidders for written clarifications and/or meetings with or presentations by any such Bidder at the sole discretion of NAC.
- 1.2 A Technical Evaluating Committee (TEC) will be appointed to review all Bids for completeness and adherence to the requirements of this RFB and conduct an evaluation of each Bidder's ability to meet the threshold criteria and to exploit the Leasing of Retail Concession for the mutual benefit of NAC and the bidder. The Technical Evaluating Committee (TEC) will submit an evaluation report of the Bids received to NAC Commercial Executive Committee and or in terms of approved Delegated Levels of Authority for adjudication and approval.
- 1.3 NAC may enter into negotiations with shortlisted Bidders (if any) as part of its adjudication process. The purpose of these negotiations will be clarification and negotiation of Bid and agreement of key commercial, financial, legal and/or technical aspects with the objective of signing the Lease Agreement with the Successful Bidder.
- 1.4 The Successful/Unsuccessful Bidder will be notified in writing.
- 1.5 The evaluation shall be conducted in three sequential stages:

<p style="text-align: center;"><b>Stage 1</b> <b><u>Mandatory Administrative</u></b></p>	<p style="text-align: center;"><b>Stage 2</b> <b><u>Functionality/Technicality</u></b></p>	<p style="text-align: center;"><b>Stage 3</b> <b><u>Financial</u></b></p>
<p><b>To determine the eligibility of Proposals and the administrative compliance of proposals received</b></p>	<p><b>A detailed evaluation to determine the commercial and technical responsiveness eligibility of proposal received</b></p>	<p><b>A financial examination to compare revenue of the eligible, compliant and responsive proposals received in order to determine the best evaluated proposal</b></p>

- 1.6 Failure of a proposal at any stage shall prevent further consideration of the proposal at the next stage of evaluation.
- 1.7 Whether or not and the extent to which a Person qualifies shall be determined by NAC in its sole discretion.

## **2. Contribution to NAC's Retail Concession Revenue**

NAC has determined the rental terms it requires from the Lease of the premises. Potential bidders are therefore to determine whether their particular regarding the Leasing of Retail Concession concept can sustain the rental required by NAC and to only submit a proposal if they can commit to these rental terms. The rental terms include a minimum monthly rental and a turnover rental whereby the Lessee will be required to pay a rental which is the greater of the two. The payment terms will be as stated in clauses 6 and 7 of the *pro forma* Lease agreement attached as annexure VII(2). The quantum of the minimum monthly rental and the percentage of turnover applicable to the turnover rental are as stated in the relevant section of annexure V. It is NAC's intention to establish business relationships on sustainable rental terms such that a "win-win" partnership exists whereby both NAC and its business partners are committed to growing revenue to mutual benefit. It is for this reason that a minimum monthly rental and a turnover rental have been prescribed to enable the financial evaluation of bids to be undertaken on the basis of the extent to which they will grow NAC's Retail Concession revenue by virtue of the turnover they will generate and thereby turnover rental to NAC.

### 3. Minimum or Threshold Criteria

#### Phase 1 – Mandatory Administrative Criteria

- A valid company Registration Certificate;
- An original valid good Standing Tax Certificate;
- An original valid good Standing Social Security Certificate;
- A 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;
- This bid is restricted to entities incorporated in Namibia with no less than 51 percent equity that is owned by Namibian citizens.
- To determined ownership, certified copies of Identification document must be submitted together with the bid document
- In the event of the company being Pty Ltd, the bidder must clearly indicate individual percentage of equity shareholding (share certificate)
- Entities or bidders of a juristic or natural formations owing NAC funds over a period of 90 days and without a payment plan in place will be disqualified from the bidding process.
- Duly completed, initialed and signed Joint Venture Agreement (if applicable)
- Initializing of all pages of the bid documents
- A duly completed and signed Bid Certification Form

**Please take note that copies of these mandatory documents must be certified by the Namibian Police or the Commissioner of Oath and such certification must be valid for six months. Bidders that fail to submit mandatory document and fail to adhere to this instruction will be disqualified from the bidding process.**

## **Phase 2 – Functionality/Technical**

Bids qualifying in the Administrative Compliance evaluation will thereafter be subjected to Functionality/Technical Evaluation. A Functionality/Technical Evaluation criterion is set out to determine the commercial and technical responsiveness of the eligible and compliant bids. A Bid that fails to achieve a minimum score of 50 in the Technical Evaluation shall be eliminated from further evaluation.

The key Functionality/Technical Evaluation criteria are outlined in the table below:

	<b>Technical Quality Criteria</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Information required to meet minimum qualifying points</b>
<b>1.0</b>	<b>Proposed Concept</b>			
<b>1.1</b>	<b>Retail Concept</b>			
1.1.1	Describe how your proposed retail concept meets NAC's required concept	5	15	Description of proposed retail concept as stipulated in bid the document
1.1.2	Describe how product range meets requirements of bid	5		Description of product/service range as recommended in the bid document
1.1.3	Describe product strategy, addressing the detailed nature of product offering	2.5		Matching of Product Strategy to the environment
1.1.4	Describe pricing strategy, addressing price points as relates to quality or demand	2.5		Pricing Strategy and rationale thereof
<b>2.0</b>	<b>Customer Analysis</b>			
2.1	Explain which consumer segment you are intending to serve	5	15	Exhibit understanding of different markets in the airport
2.2	Explain characteristics of your chosen consumer segment:	5		Exhibit understanding of specific market segment
2.3	Explain what this sector demands or requires and where you see opportunity	5		Exhibit understanding of demand and translated into opportunity
<b>3.0</b>	<b>Market Potential</b>			
3.1	Explain business prospects identified in existing airport retail offer	5	15	Bidders should provide analysis of the retail business prospects identified. Market potential is the extent of existing and unserved customer base for your product and service category and the magnitude thereof.
3.2	Explain how to exploit the identified opportunity (products and service)	5		Indication of opportunity identified
3.3	Provide marketing/promotional plan to increase sales	5		Present activities to increase sales such as in-store promotions, staff discount, displays during event
<b>4.0</b>	<b>Proposed Concept – Shop Design</b>			

4.1	Provide a design and layout that serves the concept: <ul style="list-style-type: none"> <li>• 3D shop design/layout and ambience</li> <li>• Design brief</li> <li>• Signage / Branding specification</li> <li>• Fit-out Specifications</li> </ul>	2.5 2.5 2.5 2.5	10	Plans must match store allocation and appropriately serve the concept.
<b>5.0</b>	<b>Method of Operation/ Management</b>			
5.1	<b>Staffing</b>			
5.1.1	Indicate and explain staffing structure, and how it matches the intended operation	2.5	10	Organogram with job titles must be sufficient and appropriate
5.1.2	Indicate number of years in business and/or experience of persons directly involved in the management of retail operations by submitting a 1 to 2-page profile	5		Must meet minimum required experience in operations and management of a retail outlet at any retail shopping centre or comparable trading environment for three years over the last five years.
5.2	<b>Customer Service Philosophy</b>			
5.2.1	Describe specific goals, policies or standards with regard to the customer service plan	2.5		Description of philosophy and goals (where standards exist and are submitted these are acceptable as sufficient evidence of service ethos) Describe how quality of service will be maximised and measures in place to provide quality customer service
<b>6.0</b>	<b>Funding Plan</b>			
6.1	The Bidder must demonstrate through a submission of a letter from the bank indicating the bidder has sufficient facilities to cover the initial investment and working capital required	5	5	Letter from bank/financial institution or entity providing financial facilities or intent to fund the opportunity. Investment Plan outlining the sources of finance the entity is obtaining and the commitments thereof
<b>7.0</b>	<b>Financial Proposal</b>			
7.1	Minimum Guaranteed Rental	20		Indicate your proposed monthly rental – consider overall quality, logic and ‘reasonableness’ of the financial projections as a component of the overall business plan

7.2	Percentage of Turnover	5	30	Indicate your proposed percentage of turnover – consider overall quality, logic and ‘reasonableness’ of the financial projections as a component of the overall business plan
7.3	Annual escalation	5		Indicate your proposed annual escalation – consider overall quality, logic and ‘reasonableness’ of the financial projections as a component of the overall business plan
	<b>Total</b>		<b>100</b>	

The Technical Score shall be determined by adding scores for each criterion. A Bidder who obtains a score of 50 and above in the Technical Evaluation will be selected for consideration in terms of their Financial Proposal.

### 3.2 **Financial Evaluation:**

3.2.1 the Bid must, in relation to rentals, meet or exceed the minimum rentals (including escalation) and the specified percentage of turnover rental set out in Section V (Leasing of retail concession ; and

3.2.2 Financial proposal will be assessed in terms of overall quality, logic and 'reasonableness' of the financial projections as a component of the overall Business Plan. Financial proposal will be ranked with the highest offer being ranked at the top position. The ranking of proposals will be based on the rental and % of revenue offered. The financial offers will be compared as per a marking system. The highest financial proposal (Fm) will be given the maximum mark (Sm) allocated to financial proposals and the marks will be computed as follows:  $S = Sm \times Fm/F$ .

S = Score, Sm= Bidders offer, Fm = highest offer(base), F = Maximum score for each criteria.

3.2.3. A recommended Bidder, its director(s) or member(s) shall be subjected to credit check and any historical debt owed to NAC or any material breach of previous contractual obligations by the recommended Bidder or its director(s) or member(s) shall result in disqualification of an award.

### 3.3 **Combined technical and financial evaluation**

A successful Bidder will be determined based on the total score obtained/overall responsiveness to both technical and financial evaluation criteria. A proposal that scored the highest in overall responsiveness will be recommended for an award. The above principle seek to strike the balance between quality and revenue maximisation in the airport environment.



## **SECTION IV(1): AIRPORT ENVIRONMENT**

NAC is pursuing a programme for retail concession that is intended to create a world-class retail environment equal to that of leading international airports.

Bidders will find attached the following annexures providing further information about the airport environment:

### **ANNEXURE IV(1): GENERAL AIRPORT ENVIRONMENT– HOSEA KUTAKO INTERNATIONAL AIRPORT**

Hosea Kutako International Airport, situated 45 km from the capital Windhoek, is a dynamic, fast changing environment. Before the outbreak of COVID-19, the airport handled 940 284 passengers and 16 724 aircraft movements in 2019. HKIA is an origin & destination (O&D) airport and is currently home to 5 scheduled airlines, 2 of which are international carriers. Although the airport has recorded a significant decline in passenger traffic since the outbreak of COVID-19, the airport passenger traffic has started to show signs of recovery over the past 6 months with the operators such as Ethiopian Airways and Eurowings increasing their flight frequencies from four to five and five to seven weekly respectively. These two airlines offer direct linkage to Addis Ababa (Ethiopia) and Frankfurt (Germany) respectively and beyond. Cargo operations are handled once weekly by the Turkish Airways via Instabul – Johannesburg – Windhoek.

Furthermore, HKIA's connectivity is further enhanced by its daily links to Africa's leading hub, OR Tambo and Cape Town International Airport in South Africa. This route is mainly served by Airlink and Flywestair. NAC will continue to extensively invest in capital projects at HKIA, mainly to upgrade and modernize the airport infrastructure. Recently completed projects include upgrading of Terminal 1 & 2, to be followed by the development of the new terminal building as part of medium to long terms capital projects. As part of the congestion alleviation project, Terminal 1 has been developed into a dedicated "Domestic Terminal" to help additional capacity for the airport. Terminal 2 shall serve as an "International Terminal".

Further airport information:

- Runway Category: 4E
- Elevation: 5,640 FT
- Main Runway Length: 4 532m

- Main Runway Width: 45m
- Secondary Runway Length: 1 525m
- Secondary Runway Width: 30m
- Fire Fighting Category: 9

**ANNEXURE IV(2): HISTORICAL PASSENGER AND AIRCRAFT TRAFFIC (2021  
– 2022)**

**PASSENGER TRAFFIC 2021**

	<b>INTER-ARR</b>	<b>INTER-DEP</b>	<b>REG-ARR</b>	<b>REG-DEP</b>	<b>DOM-ARR</b>	<b>DOM-DEP</b>	<b>ARRIVALS</b>	<b>DEPARTURES</b>	<b>TOTAL</b>
<b>JAN</b>	3158	4257	2727	3284	133	214	6018	7755	<b>13773</b>
<b>FEB</b>	2248	2270	2699	2872	156	148	5103	5290	<b>10393</b>
<b>MAR</b>	3229	3119	5046	4321	137	256	8412	7696	<b>16108</b>
<b>APR</b>	4520	4368	5408	5031	315	361	10243	9760	<b>20003</b>
<b>MAY</b>	5089	5882	5860	5592	268	265	11217	11739	<b>22956</b>
<b>JUN</b>	3415	4843	4228	3823	96	123	7739	8789	<b>16528</b>
<b>JUL</b>	3641	2919	3382	3298	208	203	7231	6420	<b>13651</b>
<b>AUG</b>	5083	4439	4957	5226	251	253	10291	9918	<b>20209</b>
<b>SEP</b>	7026	4759	6086	6043	299	319	13411	11121	<b>24532</b>
<b>OCT</b>	10339	7911	8231	8085	429	433	18999	16429	<b>35428</b>
<b>NOV</b>	8947	8974	8640	9711	361	594	17948	19279	<b>37227</b>
<b>DEC</b>	4775	5467	7378	6584	230	268	12383	12319	<b>24702</b>
<b>Totals</b>	<b>61470</b>	<b>59208</b>	<b>64642</b>	<b>63870</b>	<b>2883</b>	<b>3437</b>	<b>128995</b>	<b>126515</b>	<b>255510</b>

**AIRCRAFT TRAFFIC 2021**

	<b>INTER-ARR</b>	<b>INTER-DEP</b>	<b>REG-ARR</b>	<b>REG-DEP</b>	<b>DOM-ARR</b>	<b>DOM-DEP</b>	<b>Arrivals</b>	<b>Depatures</b>	<b>TOTAL</b>
<b>JAN</b>	39	38	132	127	50	62	221	227	<b>448</b>
<b>FEB</b>	36	38	130	125	46	49	212	212	<b>424</b>
<b>MAR</b>	38	44	172	162	59	70	269	276	<b>545</b>
<b>APR</b>	51	53	158	153	76	80	285	286	<b>571</b>
<b>MAY</b>	59	64	171	167	86	80	316	311	<b>627</b>
<b>JUN</b>	51	59	151	144	60	64	262	267	<b>529</b>
<b>JUL</b>	54	53	131	124	82	87	267	264	<b>531</b>
<b>AUG</b>	51	58	147	142	79	70	277	270	<b>547</b>
<b>SEP</b>	53	54	141	144	107	105	301	303	<b>604</b>
<b>OCT</b>	57	59	158	158	154	146	369	363	<b>732</b>
<b>NOV</b>	56	58	150	153	126	128	332	339	<b>671</b>
<b>DEC</b>	57	57	158	158	69	80	284	295	<b>579</b>
<b>Totals</b>	<b>602</b>	<b>635</b>	<b>1799</b>	<b>1757</b>	<b>994</b>	<b>1021</b>	<b>3395</b>	<b>3413</b>	<b>6808</b>

## PASSENGER TRAFFIC 2022

	INTER-ARR	INTER-DEP	REG-ARR	REG-DEP	DOM-ARR	DOM-DEP	ARRIVALS	DEPARTURES	TOTAL
<b>JAN</b>	5146	5631	6414	6452	328	284	11888	12367	<b>24255</b>
<b>FEB</b>	5275	4108	7030	6819	373	450	12678	11377	<b>24055</b>
<b>MAR</b>	7739	7261	10392	8930	365	423	18496	16614	<b>35110</b>
<b>APR</b>	13047	13192	11934	10712	472	493	25453	24397	<b>49850</b>
<b>MAY</b>	11656	12042	10750	10398	472	579	22878	23019	<b>45897</b>
<b>JUN</b>	11929	12442	10879	10162	530	556	23338	23160	<b>46498</b>
<b>JUL</b>	21374	14530	13027	12777	542	593	34943	27900	<b>62843</b>
<b>AUG</b>	19952	20674	13114	12957	766	833	33832	34464	<b>68296</b>
<b>SEP</b>	18341	16710	13128	11823	695	684	32164	29217	<b>61381</b>
<b>OCT</b>	21435	19279	13601	12942	662	807	35698	33028	<b>68726</b>
<b>NOV</b>	14100	16605	12060	12864	723	670	26883	30139	<b>57022</b>
<b>DEC</b>	13351	12009	12008	12208	686	683	26045	24900	<b>50945</b>
<b>Totals</b>	<b>163345</b>	<b>154483</b>	<b>134337</b>	<b>129044</b>	<b>6614</b>	<b>7055</b>	<b>304296</b>	<b>290582</b>	<b>594878</b>

## AIRCRAFT TRAFFIC 2022

	INTER-ARR	INTER-DEP	REG-ARR	REG-DEP	DOM-ARR	DOM-DEP	ARRIVALS	DEPARTURES	TOTAL
<b>JAN</b>	60	60	145	143	55	52	260	255	<b>515</b>
<b>FEB</b>	52	52	132	131	79	78	263	261	<b>524</b>
<b>MAR</b>	60	61	172	171	128	127	360	359	<b>719</b>
<b>APR</b>	86	90	174	175	202	195	462	460	<b>922</b>
<b>MAY</b>	92	93	222	217	209	220	523	530	<b>1053</b>
<b>JUN</b>	98	96	208	203	214	221	520	520	<b>1040</b>
<b>JUL</b>	126	127	223	224	226	217	575	568	<b>1143</b>
<b>AUG</b>	117	116	224	218	279	271	620	605	<b>1225</b>
<b>SEP</b>	116	112	222	214	196	188	534	514	<b>1048</b>
<b>OCT</b>	118	126	221	210	232	234	571	570	<b>1141</b>
<b>NOV</b>	95	100	204	206	228	222	527	528	<b>1055</b>
<b>DEC</b>	86	87	224	224	190	196	500	507	<b>1007</b>
<b>Totals</b>	<b>1106</b>	<b>1120</b>	<b>2371</b>	<b>2336</b>	<b>2238</b>	<b>2221</b>	<b>5715</b>	<b>5677</b>	<b>11392</b>

## **SECTION V**

### **ANNEXURE V(1): LEASING OF RETAIL CONCESSION**

The Lessee shall conduct the business operations in strict adherence to the terms set out in the annexed *pro forma* Lease agreement attached as annexure VII(2).

## SECTION VI: SUBMISSION REQUIREMENTS

### 1. General

Each Bidder must submit in its Bid the following completed forms:

- Form VI(1): Valid Company Registration Documents
- Form VI(2): Original Valid Good Standing Tax Certificate
- Form VI(3): Original Valid Good Standing Social Security Certificate
- Form VI(4): Valid Certified Copy of Affirmative Action Compliance Certificate
- Form VI(5): Duly completed, initialed and signed Joint Venture Agreement (applicable)
- Form VI(6): Bid Certification
- Form VI(7): Business Information Questionnaire
- Form VI(8): Business and Financial References
- Form VI(9a): Experience in retail industry/operations
- Form VI(9b): Comprehensive description of proposed concept, including statistical substantiation at other centres and/or from
- Form VI(10): Customer Analysis
- Form VI(11): Market Potential
- Form VI(12): Proposed Concept – Shop Design
- Form VI(13): Method of Operation / Management
- Form VI(14): Bank/Financial Letter of Support
- Form VI(15): Projected Rental Revenues
- Form VI(16): Projected Annual Income and Cash Flow
- Form VI(17): Auditors' letter confirming Particulars(if any)
- Form VI(18): Franchise Agreement or Shareholders/Association Agreement (if applicable)
- Form VI(19): Declaration by each member of the Bid regarding conflict of interest

**2. Other Information**

Bidders must provide any other information that would assist NAC in evaluating the Bidder's ability to successfully manage the Leasing of retail concession.

**3. Required Documentation and Information**

A Bidder not following the format outlined above, or failure on the part of a Bidder to provide all required documentation and information, may be disqualified.

**FORM VI(1): VALID COMPANY REGISTRATION DOCUMENTS**

**(ATTACH)**



**FORM VI(2): ORIGINAL VALID GOOD STANDING TAX CERTIFICATE**

**(ATTACH)**

**FORM VI(3): ORIGINAL VALID GOOD STANDING SOCIAL SECURITY  
CERTIFICATE**

**(ATTACH)**

**FORM VI(4): 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;**

**(ATTACH)**

**FORM VI(5): DULY COMPLETED, INITIALED AND SIGNED JOINT VENTURE  
AGREEMENT (APPLICABLE)**

**FORM VI(6): BID CERTIFICATION**

I/We, \_\_\_\_\_, hereby submit a Bid in respect of the Leasing of Retail Concession at **HKIA** as contained in the RFB of this Bid Documentation.

We have read, clearly understand and agree to be bound by the contents of all the documentation provided by NAC in the Invitation to Bid Documentation, including the Terms of Bid and its Annexures.

We acknowledge and agree that any decision taken by NAC is final and binding.

All documentation as required in Section VI (submission requirements) of the RFB Documentation is included in our submission and is true and current to the best of our knowledge and belief.

The undersigned is authorised to submit the Bid proposal that will become binding on closure of the bid.

Thus done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
2023.

\_\_\_\_\_  
For and on behalf of:

Company name

Capacity:

Authority:

**FORM VI(7): BUSINESS INFORMATION QUESTIONNAIRE**

All information requested herein must be submitted with the Bid proposal in the format below. Statements are to be complete and accurate and any information which is incomplete, inaccurate, ambiguous or conditional may result in the disqualification of the Bid.

BUSINESS NAME : \_\_\_\_\_  
 TRADING NAME : \_\_\_\_\_  
 TYPE OF BUSINESS : \_\_\_\_\_

SOLE PROPRIETOR	PARTNERSHIP	CLOSE CORPORATION	PTY (LTD)	LIMITED	OTHER (SPECIFY)

Mark relevant column with an X

BUSINESS REGISTRATION NUMBER \_\_\_\_\_  
 REGISTERED ADDRESS (physical & postal) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

---

**DETAILS OF DIRECTORS / MEMBERS / SHAREHOLDERS**

NAME	PHYSICAL ADDRESS	ID NUMBER	RACE & GENDER	PERCENTAGE SHAREHOLDING	CITIZENSHIP

**CONTACT DETAILS**

<b>NAME:</b>	
<b>TELEPHONE:</b>	
<b>FACSIMILE:</b>	

## FORM VI(8): BUSINESS AND FINANCIAL REFERENCES

List 2 persons or firms with whom you have conducted significant business and 1 person or firm with whom you have had significant financial transactions related to your business operations during the past 3 years. Provide the details of a banker responsible for your business accounts.

### BUSINESS REFERENCE NO. 1

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Firm : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.

\_\_\_\_\_  
\_\_\_\_\_

### BUSINESS REFERENCE NO. 2

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Firm : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.

\_\_\_\_\_  
\_\_\_\_\_

### FINANCIAL REFERENCE

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Firm : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.

\_\_\_\_\_  
\_\_\_\_\_

### DETAILS OF BANK

Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Account No : \_\_\_\_\_  
Type of Account : \_\_\_\_\_



**FORM VI(9a): EXPERIENCE IN RETAIL OPERATIONS**

Indicate management experience in retail operations for any 3 consecutive years within the last 5 years

<b>YEARS</b>	<b>RETAIL OPERATIONS</b>	<b>LOCATION (CITY)</b>	<b>TOTAL AREA LEASED / MANAGED</b>	<b>TURNOVER</b>
<b>2022</b>				
<b>2021</b>				
<b>2020</b>				
<b>2019</b>				
<b>2018</b>				

Indicate management experience in retail operations (if any) directly relating to airports for any 3 consecutive years within the last 5 years.

<b>YEARS</b>	<b>AIRPORT</b>	<b>LOCATION (CITY)</b>	<b>TOTAL AREA LEASED / MANAGED</b>	<b>TURNOVER</b>
<b>2022</b>				
<b>2022</b>				
<b>2020</b>				
<b>2019</b>				
<b>2018</b>				

The Bidder must explain in detail, the extent of the Bidders experience in the operation and management of retail outlet at any airport or comparable trading environment including, but not limited to, the following:

- history of the Bidder’s experience in the operation and management of retail operations, both generally and in respect of airports;
- number of years in business;
- location of headquarters or head office;
- number of employees;
- information on retail concession operated by the Bidder in the last 5 years;
- experience of persons directly involved in the management of retail operations.

Bidder's should provide any other information which will support the Bidder’s experience as it pertains to this submission.

**FORM VI(9b): COMPREHENSIVE DESCRIPTION OF PROPOSED CONCEPT,  
INCLUDING STATISTICAL SUBSTANTIATION AT OTHER CENTRES AND/OR  
FROM MARKET RESEARCH –**

(Refer to evaluation criteria at page 290)

Proposed concept to include among other things the following:

- Description of product range must match bid stipulation
- Description of product strategy that matched the environment
- Description of Pricing strategy and reasons thereof
- Description of proposed Retail concept as stipulated in the bid

## **FORM VI(10): CUSTOMER ANALYSIS**

(Refer to evaluation criteria at page 29)

Customer Analysis to include among other things the following:

- Exhibit understanding of different markets in airport
- Exhibit understanding of specific market segment
- Exhibit understanding of demand and translated into opportunity

## **FORM VI(11): MARKET POTENTIAL**

(Refer to evaluation criteria at page 29)

Market Potential to include among other things the following;

- Provide analysis of the retail business prospects identified
- Indication of opportunity identified
- Present activities to increase sales as in-store promotion, advertising etc.

## **FORM VI(12): PROPOSED CONCEPT – SHOP DESIGN**

(Refer to evaluation criteria at page 29)

The Bidder should submit the following information including but not limited to the following:

- Shop layout and ambience
- Design brief
- Signage / Branding specification
- Fit-out Specifications

## **FORM VI(13): METHOD OF OPERATION / MANAGEMENT**

(Refer to evaluation criteria at page 29)

The Bidder should address the following in not more than 10 pages.

- **Staffing/Management highlighting the following;**
  - Organogram indicating staff structure and how it matches the indented operations
  - Experience
  
- **Customer Service Philosophy**
  - Description of philosophy and goals (where standards exist and are submitted these are acceptable as sufficient evidence of service ethos)
  - How quality of service will be maximised and measures in place to provide quality customer service
  
- **Logistics and Delivery Plan**
  - replenishment of on-site fleet;
  
- **Policies and Practices**
  - inventory and cash control systems.

**FORM VI(1): BANK/FINANCIAL LETTER OF SUPPORT**

Letter from bank/financial institution or entity providing financial facilities or intent to fund the retail concession opportunity.

**(ATTACH)**

**FORM VI(15): PROJECTED RENTAL REVENUES AND ANNUAL TENDERED  
MINIMUM RENTAL AMOUNTS**

<b>Unit Identification No.:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
(a) Projected Gross Sales (N\$)					
(b) Bidder's Proposed Minimum Monthly Rental (not less than N\$ 726/m <sup>2</sup> )					
(c) Bidder's Proposed Percentage of Turnover (not less than 18%)					
(d) Bidder's Proposed Annual rental escalation (not less than 10%)					

All rental rates stated above are Vat exclusive.



**FORM VI(16): PROJECTED ANNUAL INCOME AND CASH FLOW**

Category	Year 1		Year 2		Year 3	
	Amount	% of Gross Sales	Amount	% of Gross Sales	Amount	% of Gross sales
Gross Sales						
Cost of Goods						
Gross Profit						
Operating Expenses:						
Salaries/Wages /Benefits						
Utilities and Telephone						
Maintenance/Cleaning/ Supplies						
Insurance						
Marketing/Advertising						
Licensing Fees						
Rent						
General and Administration						
Interest Expense						
Other Misc. Expenses						
Total Expenses						
Depreciation						
Net Income						
Add back : Depreciation						
C/Flow from Operations						
Beginning Cash Balance						
Plus : Cash Flow from Operations						
Minus : Debt Services (Principal only)						
Minus : On going Annual Capital Expenditures						
Ending Cash Balance Available to Bidder						

**FORM VI(17): AUDITORS' LETTER CONFIRMING PARTICULARS (IF ANY)**

**FORM VI(18): FRANCHISE AGREEMENT (IF ANY) OR  
SHAREHOLDERS/ASSOCIATION AGREEMENT**

All bid submissions must include a franchise agreement and/or a shareholders/association agreement (if applicable) of the Bidder.

**FORM VI(19): DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST**

All bid submission must include a declaration from each member of the Bidder or the Bidder's consortium stating that each member has no and will not have, at any relevant time, any interest whatsoever (whether direct or indirect) in any other Bidder or in any member of any other Bidder's consortium.

Where a member of the Bidder or the Bidder's consortium does have such an interest, the Bidder must provide a detailed description and the extent of such interest including the name(s) of all the other Bidder(s) and the members concerned and a statement as to how the Bidder proposes to deal with such conflict of interest.

**SECTION VII**  
**LEASE AGREEMENT**

Annexure VII(1) provides a synopsis of the commercial features of the pro forma Lease Agreement contained in Annexure VII(2). This must, however, be read in conjunction with the special terms, if any, specified in respect of the relevant Leasing of retail concession, as detailed in Section V (the Leasing of retail concession).

## **ANNEXURE VII(1): IMPORTANT COMMERCIAL TERMS**

**The pro forma Lease Agreement in Annexure VII(2) contains key commercial terms on which a successful bid will be awarded. Bidders are required to review the pro forma Lease Agreement carefully and to be fully acquainted with its terms.**

Some of the important features of the Lease include the following:

- The Successful Bidder is required to sign the MoU (governing improvements, if any) pro forma Lease Agreement within 7 days of NAC awarding it the Bid;
- The Lease will be granted on the terms and for the period as stated in Section V (the Leasing of retail concession);
- During the term of the Lease, the Successful Bidder will pay either the turnover rental derived from gross sales or the minimum monthly rental, whichever is the greater but which shall never be lower than the minimum guaranteed rental proposed by the Lessee in Annexure VI(6) (projected rental revenues). In subsequent years of the Lease, the annual minimum guaranteed rental shall escalate by a minimum of 10% every year;
- In addition to the rental, the Successful Bidder shall pay NAC a pro rata contribution (based on area Leased) for, amongst others, rates, electricity and water consumption, service charges in respect of sewerage, the costs of cleaning the common area, the costs of providing security, the costs of providing all risk insurance and public liability insurance, the costs of refuse removal and any other similar such cost or charge which NAC expends in connection with the building or the airport;
- Each tenant's kiosk/area design is critical to the overall program at the airport. As such, the Successful Bidder is encouraged to use creativity in developing the design of the Kiosk that accentuates the dominant theme of their retail concept;

- Any repairs, alterations, fittings, additions, improvements or renovations to the Premises shall be for the account of a Successful Bidders' and all permanent fixtures and fittings shall become the property of NAC without any compensation to the Successful Bidder.
- In order to ensure that a quality design standard, finish and overall ambience in airport retail operations is achieved to NAC's world class requirements and in the Successful Bidder's performance interests, it is a requirement that all design and detailing of the kiosk premises be submitted to NAC for approval. In addition to this, the design of the kiosk will be required to comply with certain technical parameters and shall be for the account of the Successful Bidder.
- The Successful Bidder will be required to give NAC security for the performance of its obligations in an amount not less than the aggregate of 3 months' rental. This will be in the form of cash deposit or payment guarantee from a reputable financial institution acceptable to NAC;
- NAC will, from time to time, prescribe rules relating to the premises, the buildings and/or the airport pertaining to, amongst others, security, fire, safety, access, common area use, parking, storage, air-conditioning, heating and matters allied thereto. The Successful Bidder is required to comply with these rules;
- The Successful Bidder will be required to keep comprehensive accounting records, materially complying with Generally Accepted Accounting Practice in use in the Republic of Namibia, together with all books of original entry and source documents, relating to all sales achieved by the Successful Bidder from the premises. NAC shall have access to these records and will be able to make copies thereof;
- In certain circumstances, the director(s) or member(s) of the Successful Bidder may be required to jointly and severally bind themselves as sureties and co-principal debtors in favour of NAC for the due and punctual performance by the Successful Bidder of its obligations under the Lease Agreement;

- The Successful Bidder will be required to care for and maintain the Leased premises including, amongst others, the interior of the premises, the electrical installations on the premises, the drainage and sanitary works on the premises, the thermostats, ventilating and air-conditioning appliances on the premises, the carpeting, partitions and other fixtures and fittings in the premises and replace, as required, all fluorescent tubes, bulbs, starters and ballasts in the premises.
- The Successful Bidder shall not be entitled to sub-let or to permit any third party to occupy the premises without the prior written consent of NAC, which consent shall not be unreasonably withheld;
- Disputes arising out of or in connection with the Lease Agreement (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), shall be finally resolved by arbitration.

**Note to Bidders: the above terms do not supersede those terms contained in the pro forma Lease Agreement (Annexure VII(2)). Any conflict will be resolved in favour of the terms recorded in the pro forma Lease Agreement.**



**ANNEXURE VII(2):PRO FORMA LEASE AGREEMENT**



**LEASE AGREEMENT**

**Entered into between**

**NAMIBIA AIRPORTS COMPANY LIMITED**

**And**

.....

**In respect of the Retail Facility (Unit..) at Hosea Kutako International Airport**

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**1. PARTIES**

1.1. The Parties to this Agreement are:

1.1.1. **NAMIBIA AIRPORTS COMPANY LIMITED;**

and

1.1.2. ....

1.2. The Parties agree as set out below.

**2. DEFINITIONS AND INTERPRETATION**

2.1. The headings to the clauses and annexes to this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of, nor modify nor amplify the terms of this Agreement, nor any clause or annexure hereof.

2.2. Unless inconsistent with the context, the words and expression set forth below, shall bear the following meanings and cognate expressions shall bear corresponding meanings:

2.2.1. **“Agreement”** means the Agreement as set out in this document, including any annexes hereto and **“Lease”** shall have the corresponding meaning;

2.2.2. **“Airport”** means the Hosea Kutako International Airport, situated at Windhoek, Namibia;

2.2.3. **“Business”** means the business of ..... and related activities and operations;

2.2.4. **“Business Day”** shall mean any day other than a Saturday, Sunday or an officially recognized public holiday in Namibia, on which banks are open for business in Namibia;

2.2.5. **“Commencement Date”** means notwithstanding the Signature Date, .....

2.2.6. **“Facility”** means retail facility No. ... located on the landside of the Hosea Kutako International Airport’s Terminal building.

2.2.7. **“First Rental Amount”**

<b>FACILITY</b>	<b>SIZE</b>	<b>RENT/m<sup>2</sup> (N\$)</b>	<b>TOTAL (N\$)</b>
Retail Facility	10m <sup>2</sup>		
Operating costs	N/A		
<b>Total</b>			

Collectively being **N\$.....** (**.....NAMIBIAN DOLLARS PER MONTH**) excluding VAT.

2.2.8. **“Good Industry Practice”** means the standards, practices, methods and procedures in Law, with which the Premises should conform and relating to the general conduct at the Airport, conduct of the Lessee operating the Facility including the applicable standards of the International Civil Aviation Organization (ICAO) and the Namibia Civil Aviation Authority, as well as exercising that degree of skill, care, due diligence and prudence that would be reasonable and ordinarily be expected from a skilled and experienced person engaged in similar type of Business;

2.2.9. **“Law”** means any law (customary law, statutory, constitution, decree, judgment, treaty, convention including but not limited to international conventions having the force of municipal law in Namibia), regulations, directives, by-law or any other legislative measure of any government, local government, statutory or

regulatory body (including to the extent applicable international regulatory bodies in the aviation industry) or courts;

- 2.2.10. **“Lease Period”** means the period for which the Lease subsists as more fully provided for in 4 (*Duration*);
- 2.2.11. **“Lessee”** means ....., a close corporation with limited liability duly registered and incorporated as such in accordance with the applicable Laws in Namibia, under registration number: .....
- 2.2.12. **“Lessor”** means Namibia Airports Company Limited, a public company with limited liability duly registered and incorporated as such in terms of the applicable Laws and as required by section 2 of the Airports Company Act 25 of 1998, under registration number: 98/472;
- 2.2.13. **“Namibia”** means the Republic of Namibia;
- 2.2.14. **“Parties”** means collectively the Lessor and Lessee and **“Party”** means either of them;
- 2.2.15. **“Premises”** means the area on the landside measuring 10m<sup>2</sup> on which the gadgets and electronics shop is erected;
- 2.2.16. **“Rates”** means the assessment rates payable with regard to the Facility, if any, and includes any other charges payable by the Lessee to the Lessor limited to any municipal rates and refuse removal charges, but not charges for electricity, water or gas;
- 2.2.17. **“Rent”** means the monthly rental payable by the Lessee to the Lessor in terms of the Lease as more fully provided for in 5 (*Rent*);
- 2.2.18. **“Percentage of Revenue”** the Percentage of Revenue” means an amount of ...% of the turnover generated from conducting its Business, payable by the Lessee to the Lessor in accordance with the provisions of clause 8.1;

- 2.2.19. **“the Revenue”** shall mean in regard to any calendar month (or part thereof where applicable), the gross income derived from the sale of goods or charges for services rendered or from any other use of the Premises, but excludes Value Added Tax payable by the Lessee on such income;
- 2.2.20. **“Rent Determiner”** means an independent qualified Estate Valuator to be appointed by the Lessor, at its costs, for the purpose of determining the amounts payable per square meter;
- 2.2.21. **“Security Procedures”** means the standard security procedures of the Lessor as communicated from time to time and in writing by the Lessor to the Lessee, including but not limited to the Security Procedures attached hereto as **Annexure “B”**; and
- 2.2.22. **“Signature Date”** means the date upon which this Agreement is signed by the Party signing same last in time.
- 2.3. Unless inconsistent with the context or save where the contrary is expressly indicated:
- 2.3.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this 2 (*Definitions and Interpretation*), effect shall be given to it as if it were a substantive provision of this Agreement; and
- 2.3.2. where any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.
- 2.4. In the event that the day for performance of any obligation to be performed in terms of this Agreement, should fall on a day which is not a Business Day, the relevant day for performance shall be the subsequent Business Day.
- 2.5. Any reference in this Agreement to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time.

- 2.6. Any reference in this Agreement to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or, as the case may, such other agreement or document as same may have been, or may from time to time be amended, varied, novated or supplemented.
- 2.7. No provision of this Agreement constitutes a stipulation for the benefit of any person who is not a Party.
- 2.8. A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.9. Unless inconsistent with the contents, an expression which denotes:
- 2.9.1. any one gender includes the other genders;
  - 2.9.2. a natural person includes an artificial person and *vice versa*; and
  - 2.9.3. the singular includes the plural and *vice versa*.
- 2.10. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term is not being defined in this 2 (*Definitions and Interpretation*).
- 2.11. The rule of construction that, in the event of ambiguity, the Agreement shall be interpreted against the Party responsible for the drafting thereof, shall not apply in their interpretation of this Agreement or any part thereof.
- 2.12. This Agreement shall be binding on and enforceable by the executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance. Reference to any Party shall be deemed to include such Party's executors, administrators, trustees, permitted assigns or liquidators, as the case may be.

- 2.13. The use of any expression in this Agreement, covering a process available under Namibian Law such as winding-up (without limitation *eiusdem generis*) shall, if any Party to this Agreement is subject to the Law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the Law of such jurisdiction.
- 2.14. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

### 3. **LETTING AND HIRING**

The Lessor lets and the Lessee rents the Premises for the purposes of running the Business subject to the applicable terms and conditions set out in this Agreement.

### 4. **DURATION**

This Lease shall come into operation on the ..... and shall subsist for an uninterrupted period of (sixty) 60 months from that date until ....., unless terminated by either party giving the other party a one (1) month written notice.

### 5. **RENT**

- 5.1. The Rent shall be **N\$..... (.....NAMIBIAN DOLLARS PER MONTH), exclusive of VAT.**
- 5.2. Subject to the provisions of clause 5.1, the Rent payable shall be for the payable month in advance, on or before the 1st day of each and every month of the Lease Period.
- 5.3. The Rent shall escalate by 10% (TEN PERCENT) per annum, with the first escalation on the **first day of April ...** and annually thereafter.
- 5.4. Notwithstanding the provisions of 5, the Rent shall at any given time be adjusted ("**Adjustment**") as follows:
- 5.4.1 the Adjustment will be determined by the Rent Determiner appointed by the lessor in its sole discretion acting as an expert, to ensure that the Rent represents a fair market value;
- 5.4.2 the Lessor shall provide the Adjustment to the Lessee at least 60 (Sixty) days prior to the implementation of the Adjustment ("**Notice**");



- 5.4.3. in the event of the rent determiner providing a figure lesser than the current rental amount, than the current rental amount shall prevail and be retained with full binding effect as stipulated in the applicable clauses of the existing contract.
- 5.5. The aforesaid Rent shall exclude the amounts payable in terms of 7 (Utility Charges), if any, which shall also be payable by the Lessee.
- 5.6. VAT shall be payable in addition to the Rent stipulated in clause 5.1 above.

## **6. OPERATING COSTS**

For the purposes of this Clause 6:

- 6.1. “the Operating Costs” means the reasonable costs (for which the Lessee is not otherwise liable in terms of this lease) incurred by the Lessor in connection with the ownership, management, maintenance, repair and operation of the Airport, including, but not limited to the costs of:
  - 6.1.1. cleaning the Airport ;
  - 6.1.2. providing security in respect of the Airport;
  - 6.1.3. insuring the Airport;
  - 6.1.4. providing electricity, water, gas, oil or any necessary service to Common Areas; and
- 6.2. “the Lessee’s Contribution” means: subject to 2.2.7, an amount payable in addition to the rent and any other additional charges.

## **7. UTILITY CHARGES**

In addition to paying the rent and contribution to operating costs, the Lessee shall reimburse the Lessor, monthly in arrear, within 14 (fourteen) days after receiving an account from the Lessor reflecting the amount(s) so payable, with the cost of electricity, consumed on the Premises, determined at prevailing municipal rates in accordance with readings of separate submeters or if there are no such submeters, on the basis of the Lessee being liable to bear **N\$..... (NAMIBIA DOLLARS AND FOURTY CENTS ONLY)**, excluding VAT, of the total cost of all electricity, water and gas consumed on the Property.

## **8. PAYMENTS OF TURNOVER RENTAL**

8.1. The Lessee shall pay, in addition to Rent, ....% of the turnover generated from conducting its Business, to the Lessor for each particular month, monthly in arrears, less the minimum monthly rental paid for that month, provided that if the Turnover Rental is less than the minimum monthly rental, the minimum monthly rental shall be paid.

8.2. On or before the 7<sup>th</sup> day of each month, commencing on the 7<sup>th</sup> day of the month following the 1<sup>st</sup> month of the Lease, the Lessee shall:

8.2.1. deliver to the Lessor a statement in a form acceptable to the Lessor, reflecting sales achieved by the Lessee during the preceding month and the amount of Turnover Rental due to the Lessor in respect of such month; and

8.2.2. effect payment to the Lessor simultaneously with the delivery of such statement of the Turnover Rental due for the preceding month, less the amount representing the minimum monthly rental paid by the Lessee to the Lessor in respect of such month in terms of the provisions of clause 5.1, the necessary changes being made. In this regard, the terms of payment described under clause 9 shall apply.

## **9. PAYMENTS**

9.1 All payments due by the Lessee to the Lessor under this Lease shall be made to the Lessor into a bank account as stated in 9.3 or to such other person, if any, at such other place, if any, as the Lessor has designated from time to time by written notice to the Lessee.

9.2 The Lessee shall not withhold, defer, or make any deduction from any payment due to the Lessor, whether or not the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

9.3 The Lessor's banking details are:

<b>BANK:</b>	First National Bank
<b>ACCOUNT NAME:</b>	Current Account
<b>ACCOUNT NUMBER:</b>	62014684238
<b>BRANCH CODE:</b>	281872
<b>BRANCH NAME:</b>	Corporate Branch

9.4 The Lessee shall be liable for interest on all overdue amounts payable under this Lease at a rate per annum of prime plus 2,5% (two comma five percent), reckoned from the due dates of such amounts until they are respectively paid.

## 10. BOOKS OF ACCOUNT

10.1. The Lessee shall keep full and proper books of account and records reflecting monthly number of items processed in respect of its business operations from the Premises.

10.1.1. The books of account and records shall be maintained in accordance with generally accepted accounting principles and in accordance with applicable accounting industry standards.

10.1.2. The Lessee will keep the books of account and records at its office, provided same is located within the borders of Namibia.

10.1.3. The books of account and records shall be available during working hours on reasonable demand by any Auditor appointed by the Lessor, at its cost, for inspection. The Lessee will deliver and make available copies thereof of request of either the Lessor, or the Auditor appointed for purposes of inspection.

10.1.4. The Lessee shall continue to make such books and records available to the NAC for three (3) years following the termination of this Agreement.

10.2. The Lessee shall submit to the Lessor in respect of every period of 12 (twelve) months calculated from the 01<sup>st</sup> May 2023 (same to reach the NAC within Thirty (30) (days calculated from the last day of such period of twelve (12) months), a statement drafted in accordance with the provisions of this lease and certified by its Auditor, showing *inter alia*, for the preceding period of twelve (12) months (or the period since the last certified statement), the following:

10.2.1. the total Revenue derived from its business operations at the Premises;

10.2.2. the monthly Percentage of Revenue; and

10.2.3. interest due (if any) in respect of late payment(s).

10.3. The Lessor shall invoice the Lessee for the difference between the Percentage of Revenue (plus interest in respect of any late payments(s) (if any) and the amount paid in terms of clause 5.1 during the audit period (preceding 6 (SIX) months).

10.4. The statement in clause 10.2 as certified by the Auditor shall be on the Auditor's letterhead, addressed to the Lessor, and shall *mutatis mutandis* substantially read as follows:

"We are the duly appointed auditors of \_\_\_\_\_ and have read the agreement between Namibia Airports Company Limited and ....., dated \_\_\_\_\_ ("the Agreement").

We have audited the accounts of ..... for its ..... business at the Premises for the period \_\_\_\_\_ to \_\_\_\_\_ inclusive, in relation to the transactions covered by the Agreement.

We have done:

- (i) an examination of the systems of internal control;
- (ii) tests of compliance with those systems; and
- (iii) substantive tests of certain transactions and balances.

In our opinion, the attached statement shows accurately the Percentage of Revenue (as defined in the Agreement) earned from the business conducted by the Lessee from the Premises (as defined in the agreement), the amounts due to NAMIBIA AIRPORTS COMPANY LIMITED under the terms of the Agreement and any adjustments."

10.6. Should the Lessee fail to produce timeously, or at all, the Auditor's statement, the Lessor reserves the right to appoint its own Auditor to do the necessary audit so as to produce the necessary statement.

10.7. The production of a statement by the Auditor in terms of clause 9.6 shall constitute *prima facie* proof of the amount(s) due to the Lessor under this Agreement.

10.8. The costs for providing the Auditor's statement as contemplated in clause 10.2 will be for the account of the Lessee. Should the Lessor appoint an Auditor as contemplated:

- 10.8.1. in clause 10.1.3 and on inspection find that the Lessee has not complied with the provisions of this Agreement; or
- 10.8.2. in clause 10.6. because the Lessee has failed to produce within 30 (thirty) days after request, or at all, the Auditor's statement; then the costs of the Auditor will be paid by the Lessee.

## 11. DEPOSIT

- 11.1 On the Commencement Date the Lessee shall pay to the Lessor, in addition to the first month's Rent which shall likewise be payable on that date, a deposit equal to **three times the Rent ("Deposit")**, which amount the Lessor may apply, in whole or part, in meeting any payment due by the Lessee to the Lessor at any time during the Lease Period or after termination of this Lease.
- 11.2 The Deposit can either be paid into the Lessor's bank account; alternatively the Lessee can provide the Lessor with a bank guarantee for the value of the Deposit, acceptable to the Lessor in its sole and absolute discretion.
- 11.3 Whenever during the Lease Period the deposit is so applied in a whole or part, the Lessee shall, on demand, reinstate the Deposit to its original amount.
- 11.4 As soon as all the obligations of the Lessee to the Lessor with regard to the Lease have been discharged following the termination of this Lease, the Lessor shall refund to the Lessee, free of interest, so much of the Deposit as has not been applied in terms of the above provisions.

## 12. INSURANCE

The Lessee shall be responsible to insure the Premises for the duration of the Lease Period with a reputable insurer and with the Lessor's interest being noted against the policy, including but not limited to public liability insurance cover. The Lessee shall, upon demand, produce proof of insurance to the Lessor.

### **13. ASSIGNMENT AND SUBLETTING**

13.1 The Lessee shall not be entitled, except with the prior written consent of the Lessor, which consent shall be provided at the sole and absolute discretion of the Lessor to cede all or any of the rights of the Lessee under this Lease.

13.2 The Lessee shall be entitled to sub-lease the Premise on the following condition:

13.2.1 if the sub-lease is for less than 12 months, upon reasonable prior notice to the Lessor;

13.2.2 if the sub-lease is for more than 12 months, upon prior consent from the Lessor; and

13.2.3 the Lessee will ensure that any sub-lessee abides by all the regulations applicable to the Lessee including but not limited to safety and security regulations applicable at the Premises.

### **14. SUNDRY DUTIES OF THE LESSEE**

The Lessee shall:

14.1 keep the Premises and all parts thereof clean, tidy and habitable;

14.2 not use the Premises or allow it to be used, in whole or part, for any purpose other than that of an electronics accessories and gadgets shop;

14.3 not to bring or allow bringing into the Premises any articles which, by reason of its weight or other characteristics, is liable to cause damage to the Premises, or contravention of any Law;

14.4 not keep hazardous materials on the Premises, unless same is safely stored in compliance with Good Industry Practice;

- 14.5 not leave refuse or allow it to accumulate in or about the Premises, except in adequate refuse bins suitably placed;
- 14.6 not display anything which causes the Premises to be unsightly;
- 14.7 provide security on the Premises, which is in compliance with the Security Procedures and;
- 14.8 ensure that the premises are secured and take all reasonable measures to protect the Premises, and the Lessee's and Lessor's equipment from abuse, damage, destruction, and theft;
- 14.9 take all such steps required to enforce Good Industry Practice in the conduct of its Business; and
- 14.10 abide by the standard operating procedures of the Lessor as communicated from time to time and in writing by the Lessor to the Lessee, including but not limited to the operating procedures attached hereto as Annexure "A"

**15. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY**

- 15.1 The Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of:
  - 15.1.1 any act or omission of the Lessor or of any agent or servant of or contractor to the Lessor, otherwise actionable at will, and including any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard or commissionaire, except to the extent that the aforesaid act or omission amounts to gross negligence or willful misconduct;
  - 15.1.2 the condition or state of repair at any time of the Premises or any part thereof;

15.1.3 any interruption or interference with the enjoyment or beneficial occupation of the Premises caused by any building operations or other works on or about the Premises, whether carried out by the Lessor or anybody else,

and the Lessee indemnifies the Lessor against all liability to the employees, shareholders, directors, guests and other invitees and all other persons of the Lessee who may occupy or be entitled to occupy the Premises or any part thereof, through or under the Lessee, in consequence of any such matter as is referred to in 15.1.1 to 15.1.3 (both inclusive) above.

15.2 The Lessor shall not, however, be excused from specific performance of any of its obligations under this Lease, whether express or implied, and particularly (but not only) its obligations to afford the Lessee occupation and enjoyment of the Premises as contemplated by this Lease.

## **16. SECURITY**

The Lessee shall at all material times comply with such reasonable requests as are from time to time made in writing by or on behalf of the Lessor for observance by the Lessee and other occupiers of the Premises and their invitees, of the Security Procedures in connection with security at the Airport and the protection of persons and property thereon.

## **17. RELOCATION OF PREMISES OF LESSEE'S BUSINESS**

17.1 Subject to the provisions of clause 17.2, the Lessor shall have the right at any time during the currency of the Lease and on 3 months prior written notice to the Lessee, to relocate the Lessee to other Premises within the Building, provided that:

17.2 Lessor shall use its reasonable endeavours to relocate the Lessee due to space limitations up until the facelift of the Hosea Kutako International Airport has been completed;



17.3 the Lessor shall be liable for payment of all removal costs attendant on relocating the Business to such new location; and

17.4 save as set out in clause 17.1, the Lessee shall have no claim against the Lessor in respect of any loss or damage suffered by it directly or indirectly resulting from such relocation.

17.5 Within 10 days from the date of receipt by the Lessee of the Lessor's notice in terms of clause 17.1 (but not thereafter), the Lessee may, by written notice to the Lessor, terminate this Lease with effect from the last day of the 3 month period contemplated in clause 17.1, whereupon:

17.6 all arrear obligations owing by the Lessee to the Lessor as at the date of such termination shall remain extant; and

17.7 neither Party shall have any claim against the other arising from or relating to such termination.

## **18. DAMAGE TO OR DESTRUCTION OF PREMISES**

18.1 If the Premises are destroyed or so damaged that it can no longer be beneficially occupied by the Lessee, the Parties shall cooperate to rebuild or repair the Premises to such a state that the Premises can again be beneficially occupied by the Lessee. The Parties agree that the Lease Period shall automatically be extended for the period that the Lessee was prevented from occupying and utilizing the Premises due to the aforesaid damage or destruction.

18.2 If the Premises are significantly damaged but can still be beneficially occupied, this Lease shall remain in force and the Lessor shall repair the damage without undue delay, but the Rent shall be abated so as to compensate the Lessee fairly for the effects on the enjoyment of the Premises by the damaged and/or repaired work. Failing agreement within 3 (three) days of engaging each other in that regard, on such abatement or on the applicability of this 18 (*Damage to or Destruction of Premises*) for any particular circumstance, the matter shall be referred to an expert appointed by the Parties jointly or, if they do not agree on such appointment within 3 (three) Business Days of being required to do so, nominated by the President for the time being of the Institute of Estate Agents of Namibia, and the decision of such expert shall be final and binding. The expert's fees and disbursements, including any inspection costs, shall be borne by the

Parties in equal shares. Pending the determination of the abatement the Lessee shall continue to pay the Rent in full as if there had been no damage, and as soon as the matter has been resolved, the Lessor shall make the appropriate repayment to the Lessee.

- 18.3 If any damage to any part of the Premises, or the construction thereof, is caused by an act or omission for which either Party is responsible in terms of this Lease or in Law, the other Party shall not be excluded by any reason of any of the foregoing provisions of this 18 (*Damage to or Destruction of Premises*) from exercising or pursuing any alternative or additional right or action or remedy available to the latter Party under the circumstances.

## **19. NEW TENANTS AND PURCHASERS**

The Lessee shall during the last 2 (two) months of the Lease Period allow prospective tenants of the Premises, to enter and view the Premises upon reasonable notice by the Lessor to the Lessee in that regard.

## **20. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS BY THE PARTIES**

- 20.1 Each of the Lessor and Lessee hereby unconditionally warrants and represent to the other of them that:

20.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorize it to enter into and implement this Agreement on the terms and conditions herein set out;

20.1.2 the rights and obligations expressed to be assumed by each in this Agreement are legal, valid, binding and enforceable obligations;

20.1.3 the entry into and performance by it of, and the transaction contemplated by this Agreement does not and will not conflict with:

20.1.3.1 any Law applicable to it; or

- 20.1.3.2 its constitutional or statutory documents;
- 20.1.4 it has good, lawful, valid and marketable title and all appropriate authorizations to the Premises;
- 20.1.5 it has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of this Agreement; and
- 20.1.6 it has duly executed this Agreement.

## **21. BREACH AND TERMINATION**

- 21.1 Should the Lessee default in any payment due under this Lease or be in breach of its terms in any other way and fail to remedy such default or breach within 14 (fourteen) days after receiving a written demand that it be remedied, the Lessor shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances, to cancel the Lease with immediate effect, be repossessed of the Premises, and recover from the Lessee damages for default or breach and the cancellation of the Lease.
- 21.2 Clause 21.1 shall not be construed as excluding the ordinary lawful consequences of a breach of the Lease by either Party (save any such consequences as are expressly excluded by any of the other provisions of the Lease) and in particular any right of cancellation of the Lease on the ground of a material breach going to the root of this Lease.
- 21.3 In the event of the Lessor having cancelled the Lease justifiably, but the Lessee remaining in occupation of the Premises, with or without disputing the cancellation, and continuing to tender payments of the Rent and any other amounts which would have been payable to the Lessor, but for the cancellation, the Lessor may accept such payments without prejudice to and without effecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the Lessor by reason of the unlawful holding over on the part of the Lessee.
- 21.4 If a Party is in breach of any other provision of this Agreement, the applicable other Party shall be entitled to cancel this Agreement only if such breach is material.

- 21.5 Such breach shall not be material if written notice (which the aggrieved Party shall be obliged to give) of such breach is given to the breaching Party by the aggrieved Party and such breach is remedied within 14 (fourteen) days of receipt of notice.
- 21.6 Subject to the provisions of 21.4, should any Party hereto commit a material breach of this Agreement and fail to remedy same within the time period stipulated in 21.5, then the aggrieved Party shall be entitled at its option to:
- 21.6.1 cancel the Agreement forthwith;
  - 21.6.2 claim damages;
  - 21.6.3 claim specific performance of all the terms and conditions of this Agreement; or
  - 21.6.4 exercise all or any rights which it might hold under the common Law of Namibia or otherwise.
  - 21.6.5 Notwithstanding any provision contained in this Agreement, this Agreement shall automatically terminate upon the termination of the Lease Agreement for any reason whatsoever.
- 21.7 Termination should be given by either party giving the other party a 30 (thirty) days period written notice.

## **22. COSTS**

- 22.1 Each Party shall be responsible for the costs incurred by it in connection with negotiation, preparation and execution of this Agreement and all attendances and charges thereto including legal costs.
- 22.2 The aforesaid notwithstanding, the Lessee shall be responsible for any stamp duty payable on this Agreement.

**23. DOMICILIUM AND NOTICES**

23.1 The Parties choose as their *domicilium citandi et executandi* (“*domicilium*”) for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement (collectively “*Notice*”) the following:

**23.1.1 Lessor:**

5<sup>th</sup> Floor, Sanlam Centre  
Independence Avenue  
P O Box 23061  
Windhoek  
Namibia  
Tel: +264-61-295 5000  
Fax: +264-61-295 5022

**23.1.2 Lessee**

.....  
.....  
.....  
.....  
.....  
.....

provided that a Party may from time to time change any address to any other physical address, postal address or telefax address within Namibia by written notice to the other Party to that effect. Such change of address will be effective 7 (seven) days after receipt of notice by the other Party of the change of *domicilium*.

23.2 Any Notice given by either Party to the other (the “*Addressee*”) which:

23.2.1 is delivered by hand during the normal business hours of the Addressee to a responsible person at the address of the Addressee, shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;

- 23.2.2 is posted by pre-paid registered post in a correctly addressed envelope from an address within Namibia to the Addressee at the Addressee's valid postal address, shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the 14<sup>th</sup> (fourteenth) day after the date of posting; and
- 23.2.3 is delivered by fax or electronic mail transmission (e-mail) during the Addressee's business hours on a Business Day of the Addressee shall be deemed to have been received by the Addressee on the date appearing on the transmission sheet that confirms successful transmission.
- 23.3 Notwithstanding 23.2 above, a Notice actually received by the Addressee shall be regarded as adequate notice to it, notwithstanding that it was not sent to or delivered at its *domicilium*.

## **24. GOVERNING LAW AND JURISDICTION**

- 24.1 This Agreement will in all respects be governed by and construed under the Laws of Namibia.
- 24.2 Subject to the provisions of this Agreement, the Parties hereby consent and submit to the jurisdiction of the High Court of Namibia in any dispute arising from or in connection with this Agreement.

## **25. SEVERABILITY**

Each provision in this Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force.

## **26. GENERAL**

- 26.1 This document constitutes the sole record of the Agreement between the Parties in regard to the subject matter hereof.
- 26.2 No Party shall be bound by any express or implied term, representation, warranty, undertaking or the like, not recorded in this Agreement.
- 26.3 No addition to, variation or consent to cancellation of this Agreement including this 26.3 and no extension of time, waiver or realisation or suspension of any provisions or terms of this Agreement including this 26.3 shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.
- 26.4 The Parties undertake at all times to do all such things, to perform all such acts, and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and reasonably necessary for or incidental to the putting into effect or making of the terms and conditions and import of this Agreement.
- 26.5. If deemed necessary on account of commercial, environmental, public health, political and/or ancillary considerations; The Lessor shall have the prerogative to either relocate the Lessee to different premises or terminate this agreement, depending on prevailing circumstances.
- 26.6. The Lessor will endeavour to give reasonable notice in respect of the envisaged relocation and/or termination to enable the parties to engage in dialogue with the affected Lessee regarding the course of action that the Lessor intends to adopt.

## **27. NEW LAWS AND INABILITY TO PERFORM**

- 27.1 If any existing or new Law affects any aspect or matter or issue contained in this Agreement, the Parties undertake to enter into negotiations and good faith regarding alleviation of this Agreement in order to ensure that neither this Agreement nor its implementation constitutes a contravention of such Law.
- 27.2 If either Party is prevented from performing any of its obligations in terms of this Agreement as a result of any existing or new Law, it shall not be liable for any failure to perform its obligations under this Agreement while such event persists and shall have the right [unless such event has or is likely to persist for a period not exceeding 30 (thirty)

days] to terminate this Agreement at any time after the intervention after becoming aware of such event.

**28. SIGNATURE**

28.1 This Agreement is signed by the Parties on the dates and at the places indicated above their respective names.

28.2 This Agreement may be executed in one or more counterparts (including facsimile and electronic copies), each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

28.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.

28.4 It shall not be a validity requirement of this Agreement that the Parties should initial every page hereof nor that witnesses should sign same.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2023

On behalf of the **LESSOR**

Signature
Name of Signatory
Designation
Witness 1
Witness 2



SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2023

On behalf of the **LESSEE**

Signature
Name of Signatory
Designation
Witness 1
Witness 2

**Addendum 1**

**Further material terms of lease**

**1. Business to be conducted by the Lessee at the Premises**

“..... and related products ”.

**2. Goods and Services**

..... and related products, any additional items to the above list of goods/services may only be added with prior written approval of the lessor, which approval may not be unnecessarily withheld.

**3. Size of leased premises**

10.m<sup>2</sup>.

**4. Business hours**

60 minutes before the first international/regional/domestic flight of the day and will remain open until 60 minutes after the last flight of the day.

**5. Commencement Date**

.....

**6. Termination Date**

.....

**7. Tendered Minimum Monthly Rental**

N\$...... (.....NAMIBIAN DOLLARS PER MONTH) excluding VAT

**8. Address for payment of all rentals, operating costs, etc**

General Manager: Finance and Administration,  
Namibia Airports Company  
5<sup>th</sup> Floor SANLAM Centre  
154 Independence Avenue  
Windhoek  
or any other address the Lessor may inform the Lessee of in writing.

**9. Bank Account for payment of all rentals, operating costs, etc**

First National Bank

Account number: 620 146 842 38

Corporate banking branch, Windhoek

**10. Excluded clauses**

None

**11. Additional clauses**

None

## ANNEXURE VII(3): STANDARD OPERATING PROCEDURES

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## 1. Preamble

The Parties agree that;

Neither the Premises nor the location will be used for any purpose other than the provision as stipulated in the Letter of Offer/Lease Agreement. This Service Standard Agreement shall lapse automatically upon the termination of the Lease Agreement, whatsoever the cause or howsoever arising. If the Lessee contravenes the provision of this clause, a penalty fee of **N\$ 500.00** per occurrence will be charged and the lessee will be liable to pay this cost at the end of the respective month.

## 2. Trading hours

The business will open 60 minutes before the first international/domestic flight of the day and will remain open until the last flight of the day, including delayed flights. Should the lessee not open on time or decide to close early for whatever reason without consulting and gaining approval from NAC, a penalty fee of **N\$ 500.00** per occurrence will be charged and the lessee will be liable to pay this cost at the end of the respective month.

Compliance will be monitored by the NAC Airport Commercial Officers/Duty Officers who will report whether the lessee deviates from the above on a daily basis.

## 3. Permits

Employees of the lessee (where applicable) must wear the airport permits at chest height and must be visible at all times. The lessee must ensure that permits issued are not used to gain access to any restricted area other than for the purposes contemplated to facilitate the functions of the lessee, and otherwise in accordance with NAC's Security directives.

## 4. Waste Removal

The lessee shall be responsible for the removal of waste generated or created as result of its operation, using plastic bags and placed it into the bins provided by NAC and such bins must be taken to a central waste point and emptied. The waste bin lids must be kept closed at all times, this will ensure that the bins are not overloaded and the remnants of waste do not end up on the floor thus causing a mess or a safety hazard. If the Lessee contravenes the provision of this clause, a penalty fee of **N\$ 500.00** per occurrence will be charged and the lessee will be liable to pay this cost at the end of the respective month.

## 5. Delivery

Deliveries to terminal building must be conducted from the designated loading area or any alternative area as may be so authorized by the Airport Manager.

Deliveries are to be made between 07h00 and 18h00. The Lessee must make sure that deliveries are scheduled during off peak times so as not to interfere with passenger flow.

## **6. Trolleys/ Equipment**

Should the Lessee or any of its agents or suppliers be found utilizing the NAC passenger baggage Trolleys/Equipment's other than for the purpose that they are intended for, the Lessee will be fined an amount of **N\$ 500.00** (Five Hundred Namibian Dollars) per occurrence.

## **7. Lease Lines**

The Lessee must remain within contractual dedicated space and not go beyond the lease line such a placement unapproved objects without the approval of the Airport Manager. If the Lessee contravenes the provision of this clause, a penalty fee of **N\$ 500.00** per occurrence will be charged and the lessee will be liable to pay this cost at the end of the respective month.

## **8. Signage**

The lessee shall keep and maintain any signs approved by the lessor in a good and clean condition for the period of the lease, and if such signs are electronic, electric or mechanical, must be in a proper working order and condition.

The lessee shall not be entitled to exhibit any signboard, neon signs, nameplates, advertisements or the like (referred to as "signs") on the interior or exterior of the premises or anywhere in the building or airport without the prior written approval of the lessor. If the Lessee contravenes the provision of this clause, a penalty fee of **N\$ 500.00** per occurrence will be charged and the lessee will be liable to pay this cost at the end of the respective month.

## **9. Uniforms**

All employees of the Lessee must wear Uniforms and Name Badges/Airport Permit at all times when on duty. The uniforms or any changes thereto and name badges to be worn by the employees shall be subject to NAC's prior approval. The Lessee must ensure, where necessary, that all employees have the appropriate attire (protective wear, where required, e.g. protective clothing/footwear, hair nets etc.) which is neat, clean and presentable at all times. Failure to comply with this directive, the Lessee shall be fined a penalty of **N\$ 200.00** per occurrence.

## **10. Contractor Work (Conducted by Tenants)**

The Lessee must forward a notification to NAC in 48 hours prior to any form of contract work that is to be conducted on the premises, e.g. special cleaning, electrical, civil works, mechanical etc. This would then be discussed and circulated to gain approval from the various departments within NAC within 12 hours of such request.

No electrical wiring is to be exposed. Electrical wiring must be placed neatly into cable ducting. Should the lessee wish to install additional electrical cabling, lighting etc., the lessee is required to obtain written approval from the NAC prior to undertaking such works. If the Lessee contravenes the provision of this clause, a penalty fee of **N\$ 500.00** per occurrence will be charged and the lessee will be liable to pay this cost at the end of the respective month.

## 11. Staff

For the duration of the contract the lessee will maintain the following minimum number of staff,

Function	Morning Shift 06h00 – 14h00	Afternoon Shift 14h00 - 21h00
Supervisor	Minimum 1	Minimum 1
Shop Assistant	Minimum 1	Minimum 1
<b>TOTAL</b>	<b>2</b>	<b>2</b>

**Note: Shift hours (where applicable) are to be determined by the Airport Operational Hours which are subject to changes.**

## 12. Daily Responsibilities

Task / Activity	Frequency
1. Ensure the cleanliness of the shop	Physical inspection per shift
2. Displaying of Marketing Material shall be limited to services offered within the premises as approved by the lessor.	Physical inspection per shift
3. Ensure that all electrical cabling are not exposed	Physical inspection per shift
4. Ensure that counters / walkway / storage cabinets are maintained and clean	Daily, physical inspection per shift
5. Ensure that shelves/ counters, and entire premises are fumigated	Quarterly and fumigation certificate is submitted to NAC
6. Name badges and uniforms for staff	To be worn by staff at all times. Supervisor/manager to check per shift
7. Ensure that the shop front / windows (if any) are clean	Daily, physical inspection per shift
8. Waste area	This is to be maintained at all times, waste is not allowed to build up

## 13. Point of Sale

1. Ensure that cleanliness is maintained at the point of sale work station	Daily physical in section per shift
2. Ensure that there is a sufficient supply of	Weekly stock taking

till roll	
3. Ensure that there is sufficient change in the till	Physical inspection per shift
4. Credit card facility to be maintained at all times	Physical inspection per shift

**14. Training**

<b>Task / Activity</b>	<b>Frequency</b>
1. Ensure that staff members are trained on the in-depth product understanding	Before commencement of work and ongoing on the job training
2. Ensure that staff members are trained on any sales support systems required	Before commencement of work and ongoing on the job training
3. Customer service	On going

**NB The lessee shall submit to the lessor a comprehensive training report every anniversary of 12 months from the commencement of the lease agreement.**

**15. Administration**

<b>Task / Activity</b>	<b>Frequency</b>
1. Ensure sufficient stock and float	Daily, per shift
2. All documents to be stored and filed	Daily

**16. Audits**

The following audits will be conducted for all airport operators and rated from 0 - 10 to ensure that the Service Levels are being maintained and met, whereas the scores shall represent;

Poor	1 - 3
Needs improvement	4 – 6
Good	7 – 8
Very good	9 -10

<b>Task / Activity</b>	<b>Rating 0-10</b>	<b>Frequency</b>
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1. Sufficient staff on duty		Twice monthly inspections by Airport Commercial Officer
2. Cleanliness of the premises		Twice monthly inspections by Airport Commercial Officer
3. Friendly service		Twice monthly inspections by Airport Commercial/Duty Officer
4. Trading hours		Daily, monitored by Customer Care Officer on duty
5. Signage		Twice monthly inspections by Airport Commercial Officer and Head: Electrical Division
6. Cleanliness of waste area		Daily, monitored by Customer Care Officer on duty as well as bi-weekly Airport Commercial Officer
7. Cleanliness of toilet facilities (where applicable)		Daily, monitored by Customer Care Officer on duty as well as bi-weekly Airport Commercial Officer
8. Processing/turnaround time of Clients		Monthly, monitored by Airport Commercial Officer
9. Staff dressed in uniforms and name badges		Monthly, monitored by Airport Commercial Officer
10. Ensure that correct protective clothing is worn (where applicable)		Monthly, monitored by Airport Commercial Officer.  Quarterly inspections by the Occupational Health and Safety Officer
11 Display of Marketing Material (Limited to the services offered by the lessee, else permission to be obtained from the NAC)		At all times, where applicable
12 Presence of Manager / Supervisor on duty		Daily, monitored by Customer Care Officer on duty as well as bi-weekly Airport Commercial Officer
13. Ensure lighting is in working Order		Daily, monitored by Customer Care Officer on duty as well as bi-weekly Airport Commercial Officer
14. Ensure that all electrical wiring is not exposed		Daily, monitored by Customer Care Officer on duty as well as bi-weekly Airport Commercial Officer
16. Ensuring that extraction (flue) is cleaned		Quarterly and Certificate submitted to NAC Commercial Officer and Head: Electrical Division
17 Internal Extractions (if any)		Audited by NAC's Airport Commercial Officer and Occupational Health and Safety Officer during monthly inspections.

## 17. Abridged NAC House Rules

The following "house rules" from NAC must be adhered to:

- 17.1 All deliveries that will obstruct portions of the roadways or public routes for any period of time are to be restricted to off peak periods at HKIA. No queuing of delivery vehicles will be permitted on any part of the route to your site.
- 17.2 All work resulting in high levels of noise or disruption to Airport operations will be restricted to hours authorized by the Airport Manager.
- 17.3 All dust and debris resulting from construction work is to be contained within the hoarded site. Any materials and rubble outside the hoarded site will be removed by NAC from the Airport without notice to yourselves and will be for your account.
- 17.4 The hoarding is to be maintained to NAC's specifications at all times. Any costs incurred by NAC for repairing your hoarding will be forwarded to yourselves for payment. To avoid this, ensure that the hoarding is maintained on a daily basis.
- 17.5 All active services are to be protected as indicated or as visible on site.
- 17.6 Work may be allowed at night provided that the site is adequately illuminated.
- 17.7 The site is to be maintained in a reasonable state of tidiness at all times.
- 17.8 Rubble may not be accumulated on site. Suitable skips are to be provided for the works.
- 17.9 Contractors are to keep NAC informed of works that may affect the NAC environment. Please ensure that all adequate measures are taken to minimise the effects of such work.
- 17.10 You are required to ensure that all facilities adjacent to your site are adequately protected. All damages to surroundings will be for your account.
- 17.11 Any contravention of the above will be penalised with a fine not exceeding of **N\$2 000.00** (two thousand Namibian Dollars (additional to repair costs) for each incident. This will be imposed on the next immediate payment certificate/invoice.

## **ANNEXURE VII(4): SECURITY PROCEDURES**

### **AIRPORT SECURITY RULES / MEASURES FOR ALL NAC OPERATED AIRPORTS / APPLICABLE TO ALL STAKEHOLDERS / SERVICE PROVIDERS PERSONNEL AND EQUIPMENT**

Other Airport tenants include individuals or businesses granted the right by airport management to conduct business operations at that airport, such as concessionaires, caterers, handling agents and maintenance organisations. With regard to aviation security, such tenants are responsible for:

1. Physical security of their facility and control of access to their premises.
2. Compliance to all airport security screening and access control measures and procedures.
3. Developing a security programme detailing all the measures and procedures for their operations at the airport for submission to the Directorate of Civil Aviation (DCA) through airport management for approval.
4. Developing and implementing, as appropriate, a quality control programme for their operations.
5. Maintaining contingency and response plans consistent with their operations.
6. Compliance with security directives and information circulars designated from time to time by the airport management or DCA.
7. Ensuring that all their staff with access to security restricted areas of an airport are subjected to background check and must hold a valid airport security permit issued by the airport security division.
8. Ensuring that access through their facilities is controlled in accordance with their approved security programme and airport security programme.
9. Safeguarding items that are sealed, stored or passing through their facility, in particular items intended for transport by air; and
10. Restrict the range of items offered for sale to articles that do not present a potential security or safety hazard.

#### **Responsibility of Lessees:**

Lessees shall establish security measures in accordance with the airport security programmes (ASPs) which must include, at a minimum, procedures for:

- a) Controlling access to facilities within or bordering security restricted areas;

- b) Ensuring that screening measures of goods to be conveyed to security restricted areas are implemented; and
- c) Staff recruitment and training, including security awareness and the conduct of background checks.

In addition to screening or the application of other appropriate security measures to goods intended for sale or distribution within airport sterile areas, retailers must take into consideration the security measures that pertain to the handling of liquids, aerosol and gels (LAGs).

#### **Caterers and Cleaning Companies:**

It should be noted that, stores and supplies for carriage on passenger flights may provide a means to introduce weapons, explosives or other restricted articles or dangerous devices on board an aircraft. Therefore security controls must be implemented to ensure that such stores and supplies, including catering and cleaning stores and supplies, do not include restricted articles that could endanger the safety of passengers, crew and aircraft. **A recommended Prohibited items List is attached to these security measures for easy reference.**

- 11. Security services companies acting on behalf of aircraft catering and cleaning companies or aircraft operators may be used to carry out some or all of the security measures.
- 12. **Appointment of a security officer:** Aircraft catering and cleaning companies should appoint suitable personnel, with appropriate background and training as security officer, as responsible for ensuring that measures related to the security of catering and cleaning stores and supplies are applied in accordance with national requirements. Such officers should also be responsible for security –related training and quality control measures.
- 13. **Recruitment and security training:** Aircraft catering and cleaning companies must ensure that the processing and handling of catering and cleaning stores and supplies are performed by properly recruited and trained staff.
- 14. All catering and cleaning staff with access to security restricted areas of an airport must be subjected to background checks and must be in possession of a valid airport security permit issued by airport security division.
- 15. Catering staff engaged in security duties, especially those with access to security restricted areas, staff engaged in the preparation and delivery of catering stores and supplies and cleaning staff must be provided with appropriate security awareness training so that they understand their security –related responsibilities. Such training must

- be completed before being permitted unescorted access to stores and supplies and to aircraft.
16. Aircraft catering and cleaning companies should maintain proper employment records for employee, including background checks. Such records should be maintained for the duration of employment with the company.
  17. **Security of premises:** The premises used for preparing and storing aircraft operator catering or cleaning supplies intended for carriage on board an aircraft must be secured at all times against unauthorised access. Such security may be achieved by implementing appropriate access control measures and procedures, which may include a permit identification system and /or electronic card access.
  18. In addition, openings such as windows, loading and unloading docks must be kept secure with suitable locking devices and/or bars.
  19. If an aircraft catering or cleaning establishment is located within a security restricted area, all airside security requirements must be met. If the establishment is located outside the airport perimeter, supplies must be transported to aircraft in locked or sealed vehicles.
  20. **Preparation and transport:** Catering companies that utilise forward kitchens or storage areas located within airport security restricted areas and cleaning companies that use storage areas within security restricted areas shall ensure that their facilities, as well as the transport of supplies from off-airport sites, meet the same security requirements that apply to the delivery of stores from the landside preparation and storage buildings to aircraft.
  21. All deliveries of raw materials and equipment to premises used for the preparation or processing of catering stores and supplies shall be appropriately broken down prior to the preparation process to ensure that they do not contain any restricted articles and shall then be held in secure conditions. Deliveries that cannot be broken down, such as audio headsets, amenity or first aid kits, blankets in bulk and bottles of mineral water shall be sealed or made temper-evident by the vendor or supplier of the goods.
  22. Aircraft catering and cleaning companies should have written agreements with suppliers that cover security aspects, and should periodically verify through quality control measures, that these agreements are upheld by suppliers.
  23. If there is any sign of interference or tampering with deliveries of stores or supplies, the catering or cleaning company shall conduct a manual search of the goods to confirm that they do not contain restricted articles.
  24. Preparers of catering products, including those assembling carts and containers shall be kept under surveillance to deter the placement of any restricted articles within stores or supplies.

25. Chilling rooms and refrigerators containing prepared meals and catering carts or containers shall be kept secure whenever immediate access is not required and access shall be controlled at all other times.
26. Appropriate documentation detailing the nature of catering stores and supplies, the aircraft operator, flight number, date and destination, and whenever appropriate, the seal numbers should be issued for each consignment of aircraft stores and supplies.
27. **Checking and sealing of vehicles, catering carts and containers:** If seals are used to secure carts and vehicles used for storing and transporting stores and supplies intended for carriage on an aircraft, aircraft catering and cleaning companies must only use seals that are tamper-evident and numbered. In order to prevent any unauthorised use of such seals, proper stock control and auditing procedures shall be instituted.
28. If any doubt arises regarding potential misuse of the seals or the integrity of the seal stock is compromised, the catering company shall proceed to remove all seals used on catering carts and vehicles intended for transport on an aircraft, and thoroughly search the catering carts and vehicles from which seals have been removed. Additionally, all seals from the suspected compromised stock must be removed from storage and destroyed, in order to prevent their reintroduction into the catering company security system.
29. Before closing a catering cart or container for dispatch to an aircraft, the cart or container and its contents shall be checked by a designated person to ensure that it does not contain any restricted articles and has not been tampered with. Immediately on completion of a check, catering carts or containers must be secured using tamper-evident seals.
30. The person designated to carry out a security check, shall note its completion on the delivery documentation, the delivery note, vehicle despatch documentation or aircraft operator catering order and sign the documentation.
31. Immediately prior to loading, vehicle storage compartments shall be checked by a person designated by the aircraft caterer, other than the driver or other vehicle crew, to ensure that no unauthorised persons or restricted articles are inside. Once loaded, vehicle compartments must be appropriately secured.
32. Seals used to secure vehicles, catering carts and containers shall be held under secure conditions and affixed by the person designated to carry out the security check. The relevant seal numbers must be annotated on the vehicle dispatch documentation.
33. Seals on delivery vehicles shall be checked against appropriate documentation, such as vehicle dispatch documentation, by the airport management at the designated entrance to an airport security restricted area, and by the aircraft operator on delivery at an aircraft, If there is any discrepancy with the accompanying documentation that

- cannot be resolved, or any signs of interference with the seals, the load shall be regarded as unknown and must not be taken into security restricted areas or on board an aircraft.
34. If seals are used on delivery vehicles when delivering multiple loads for different locations within airport sterile areas, they shall be broken by the driver at the first delivery point or at the entrance to a security restricted area. For subsequent deliveries detailed for that load within the security restricted area, the vehicle need not be re-sealed, but the vehicle crew must ensure that the storage compartment remains secure and/or supervised at all times.
  35. **Delivery of store and supplies:** The security of catering and cleaning stores and supplies shall be maintained during transfer from a company's premises to aircraft.
  36. Catering stores and supplies may be transported either by aircraft operator itself, the catering company, or a haulier whose security measures and operating procedures have been approved by the catering company and the aircraft operator. Any vehicles supplied by companies located outside security restricted areas and used for transporting catering or cleaning stores and supplies to and from an aircraft shall be locked or sealed to prevent unauthorised access. If signs of interference are found, the aircraft operator must be notified.
  37. Delivery vehicles must not normally be left unattended. However, if this is unavoidable, catering companies shall ensure protection through the use of specific measures such as numbered seals. Details of such measures, including record-keeping procedures for the use of seals, must be clearly described in company security programmes.
  38. Cleaning company vehicles shall be checked by drivers for any signs of tampering if they have been left unattended. Drivers must notify the aircraft operator of any evidence of interference, and all cleaning supplies to be taken on board an aircraft shall be checked to ensure that no dangerous devices, articles or substances are concealed in such supplies.
  39. **Receipt of stores and supplies:** Aircraft operators shall check the identity of the vehicle crew by referring to their identification permits. Additionally, after deliveries of catering or cleaning supplies, the aircraft operator crew shall check the delivered goods on a random basis to ensure that they do not contain any dangerous devices, articles or substances and if sealed, that there is no sign of interference.
  40. Any consignment of catering stores or supplies showing evidence of unauthorised interference shall be regarded as unknown and must be either manually searched to ensure that it does not contain any dangerous devices, articles or substances or removed from the aircraft. All irregularities must be immediately reported to the aircraft operator.

41. Supplies from a company that does not comply with the security measures described above shall not be taken on board an aircraft unless a full inspection of the supplies is conducted.

### **Aircraft operators**

Aircraft operators have a responsibility to the travelling public and their employees to conduct secure operations. This obligation includes the protection of aircraft, aircraft maintenance areas, other restricted areas and security measures for baggage, cargo, mail and catering. Consequently, aircraft operators shall develop security procedures that comply with Annex 17 to the Convention on International Civil Aviation and National Civil Aviation Security Programme (NCASP)

In order to fulfil their aviation security obligations under Annex 17, NCASP and associated regulations, aircraft operators shall establish or appoint a:

- a) Security Programme – Annex 17 and national regulations require that all aircraft operators providing service from a State establish, implement and maintain a written aircraft operator security programme that meets the requirements of the State's NCASP;
- b) Chief Security Officer – the appointment of a Chief Security Officer is essential for the development and effective implementation of aircraft operator security programme;
- c) Contingency plan – Contingency plans shall be consistent with the national and airport contingency plans;
- d) Security training programme – the development and implementation of this programme shall be undertaken in accordance with the State's NCASP and shall reflect the standards, policies and procedures contained in the National Civil Aviation Security Training Programme (NCSTP);
- e) Quality control programme – the development and implementation of this programme shall be undertaken in line with the State's NCASP and the aircraft operator security programme. The implementation of quality control functions, including audits, inspections, tests, and surveys, is essential to ensuring the maintenance and sustainability of effective aviation security measures in commercial air transport operations.

At a minimum the following security related matters shall be addressed by aircraft operators:



- a) Aircraft operator organisation and designation of a chief security officer;
- b) Requirements for checks and searches of specific areas and accessible compartments of the interior and exterior of aircraft;
- c) Prevention of unauthorised access to aircraft;
- d) Passenger and baggage reconciliation;
- e) Protection of hold baggage, cargo, mail and aircraft stores;
- f) Security of catering stores and supplies, and aircraft cleaning and ground maintenance operations;
- g) Response procedures for crew members and other staff for threats and incidents;
- h) Additional security measures for special or more threatening situations;
- i) Recruitment and training of security staff and/or handling staff; and
- j) Incident reporting.

#### **Handling agents**

- Aircraft operators shall be responsible for ensuring that employees of their handling agents and contractors are subjected to appropriate recruitment, selection and training procedures.
- Security measures and responsibilities for handling agents shall be clearly established in aircraft operator security programmes. If handling agents are employed by contractors, they must be provided with written security procedures for the measures for which they are responsible.
- Handling agents and contractors shall be able to prove that their employees or agents are adequately trained in the security aspects of their duties. However, aircraft operators must ensure that employees of their handling agents and contractors assigned to their operations receive appropriate security and awareness training, in accordance with the NCASTP and/or operator training programme.

#### **1.2 AIRPORT SAFETY RULES / MEASURES FOR ALL NAC OPERATED AIRPORTS / APPLICABLE TO ALL STAKEHOLDERS / SERVICE PROVIDERS PERSONNEL AND EQUIPMENT**

- All drivers and persons accessing the airside must be in possession of a valid airside permit issued by the airport security authority.
- All vehicles must be equipped with an anti-collision warning light on top of the roof of the vehicle. The anti-collision warning light shall be amber for maintenance vehicles; blue for

police and red for rescue & fire vehicles and must be used all times in the manoeuvring areas day and night

- Any vehicle or item of ground servicing equipment intended to be used on the airside shall be fitted with company logo or approved signage bearing the owner's name.
- All vehicles operating on the airside must have a road worthy certificate in terms of the road Traffic and Transport act. All drivers on the airside shall obey all national road traffic rules and signs on the airside.
- Comply with any order, signal or direction given by the competent authority.
- All drivers on the airside shall be in the possession of a valid driver's licence with the correct code for the type of vehicle he/she is driving.
- All drivers intended to operate a vehicle or ground servicing equipment in the manoeuvring areas must first receive training and undertake competence test on the Radio Telephony (RT) use before entering the manoeuvring areas and must be in possession of the RT license issued by the competent authority at all times when operating in the manoeuvring areas.
- All drivers on the airside must be familiar with apron markings and apron use.
- Drivers on the airside must not operate a vehicle whilst under the influence of alcohol or drugs.
- Under no circumstances shall a driver of a vehicle or operator of equipment cross a live taxiway or runway without prior permission given by the Air Traffic Control (ATC).
- No driver on the airside shall drive in front or behind an aircraft with engines running.
- Do not leave apron equipment or vehicle unattended with the engine running.
- Do not drive a vehicle or item of ground equipment between passengers moving to or from an aircraft.
- No smoking on the apron and all vehicles/equipment operating on the apron shall be fitted with a fire extinguisher and with a no-smoking sign clearly displayed.
- Any person entering the airside shall wear a reflective jacket colour lime green and wear proper protective gears where required.
- Always maintain the speed limit of 25 km/h on the airside.
- Give right of way to passengers.
- Give way to aircraft at all times. This rule applies to aircraft taxiing or under tow.
- Give way to emergency vehicles responding to an emergency at all times.
- Aircraft fuelling is prohibited while the engine of the aircraft being fuelled is running or being heated.
- On-board auxiliary power units may be operated during fuelling operations.
- Prior to making any fuelling connection to the aircraft, the fuelling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize

potential between the fuelling equipment and aircraft. The bond shall be maintained until fuelling connections have been removed, thus permitting the reuniting of separated charges that could be generated during the fuelling operation.

- Fuel servicing operations shall be suspended when lightning flashes are observed in the immediate vicinity of the airport.
- During fuelling operations, dry chemical fire extinguishers shall be available on aircraft servicing ramps or aprons.
- During fuel handling in connection with any aircraft no passenger shall be permitted to remain in such aircraft or to enter or depart from such aircraft unless a qualified attendant is at each door that is in use for this purpose, and unless means of safe emergency egress is in position in the event that such device is required for the safe and rapid debarkation of the passengers.
- With the exception of refuelling vehicles do not drive under the wings of an aircraft.
- Parking brakes shall be set on fuel servicing vehicles before operators leave the vehicle cab.
- When parked, Aircraft Refuelling Tank Vehicles shall be positioned for immediate drive away or towing and a clear space of not less than 3 metre shall be maintained between any parked refuelling tank vehicle and any similar or other parked or moving vehicle.
- Refuelling, servicing and maintenance of vehicles and mobile equipment on the airside operational areas are strictly prohibited.
- Fuel servicing equipment shall be maintained in safe operating condition. Leaking or malfunctioning equipment shall be removed from service.
- Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel.
- No more than one Aircraft Refuelling Tanker Vehicle shall be permitted to be connected to the same aircraft fuelling manifold unless means are provided to prevent fuel from flowing back into a tank vehicle because of differences in pumping pressure.
- Hydrant fuelling systems must be designed with a means for quickly and completely shutting off the flow of fuel in the event of an emergency.
- The transfer of any fuel from one Aircraft Refuelling Tanker Vehicle to another is prohibited within the boundaries of an airside operation area without the permission of the Airport Manager.
- All fuelling vehicles operating in the aeronautical areas at Airport shall be properly equipped and maintained and must meet the requirements established by the Airport Authority.
- Keep well clear of the wings of parked aircraft.

- Do not drive vehicles and mobile equipment on the apron in reverse unless absolutely necessary, such as reversing from the aircraft after completion of servicing. Under no circumstances should vehicles be reversed in the direction towards the aircraft.
- Carry out a brake check by bringing the vehicle or item of handling equipment to a complete stop prior to entering the aircraft parking stand.
- Drivers and operators shall only drive and operate the vehicles from the driver or operator seat and passengers shall only be transported in the vehicle passenger seat(s).
- All vehicles shall at all times comply with any lawful order, signal or direction of any authorized Airport Authority representative. Where vehicular traffic is controlled by traffic lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings shall be obeyed unless an authorized airport authority representative directs otherwise.
- No vehicle shall be operated in a manner which creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of any substance that impairs, impedes, or otherwise affects the ability of the driver to safely operate the vehicle, or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.
- No person shall operate a motor vehicle at an Airport while using a mobile telephone to engage in a call while such vehicle is in motion. An operator of a motor vehicle who holds a mobile telephone to, or in the immediate proximity, of his or her ear while such vehicle is in motion is presumed to be engaging in a call. The operator of a motor vehicle may use a handheld mobile telephone if:
  - (a) The operator has reason to fear for his/her life or safety, or believes that a criminal act may be perpetrated against him/herself or another person.
  - (b) The operator is using this device to report to appropriate authorities: a fire, traffic crash, serious road hazard; medical or hazardous material emergency; or another motorist who is driving in a reckless, careless or otherwise unsafe manner or who appears to be driving under the influence of alcohol and/or drugs.
- All vehicles are subject to immediate inspection by a duly authorized airport Authority representative.
- Vehicles shall not have any stickers, posters, signs, or objects on the windshield and/or rear windows of a vehicle other than those required by, or specifically authorized by, the law or regulation of a government body.
- No person shall park a vehicle or permit a vehicle to remain stopped within the Airport except in such areas and for such periods of time as may be prescribed by the Manager.
- No person shall park or permit a vehicle to remain stopped contrary to authorized signs, pavement markings or other traffic control devices.

- The Airport Manager has the authority to remove from any area of an Airport any vehicle that is disabled, abandoned, or parked in violation of these Rules & Regulations, or which presents an operational or safety problem, to any other area of the Airport. The owner of a vehicle which has been removed because of abandonment or violations of these Rules & Regulations shall be held liable for the reasonable cost of the removal and storage of the vehicle.
- All vehicles shall yield to pedestrians in front of all buildings, in roadways, and in pedestrian crosswalks.
- No vehicle shall be operated within 10 meter of any aircraft passenger entrance door or passenger pathway when the ramp or apron areas are being used to load or discharge passengers.
- The front window of the vehicle shall not be blocked by an extended superstructure or payload that obstructs the operator's view in any direction. The vehicle shall also have a rear and/or side view mirrors that provide the operator with a view toward the rear/sides of the vehicle.
- Any airside driver, vehicle or item of ground servicing equipment not complying with the above airside rules will be denied access to the airside or be removed from the airside.
- Only duly authorized persons shall operate or in any way tamper with any Airport machinery, equipment, or electronics.
- No person in or upon any Airport shall do or omit to do any act if the doing or omission thereof unreasonably endangers persons or property.
- Each person is responsible for the garbage he/she generates and any other garbage in the vicinity of his/her operating area.
- No person shall place, discharge, or deposit in any manner, offal, garbage, debris, or any refuse in or upon any Public Area, Airside Operations Area, or Fuel Storage Area, except at such places as the Airport Authority may from time to time prescribe, and unless all containers for such materials are kept covered, and unless such material can be prevented from leaking, dripping, or otherwise escaping, and unless such material is transported in covered vehicles.
- Any deposit of offal, garbage, debris or refuse in unauthorized locations must be cleaned up immediately in an effective manner.
- Garbage containers located outdoors shall have lids that are secured so that the containers' contents are not accessible by animals.
- Each airport employee shall be responsible for the proper disposal of FOD on ramps, apron areas, and the AOA. FOD shall be properly disposed of in containers that prohibit the introduction of the FOD onto ramps, apron areas, and the AOA.
- Containers labelled "Foreign Object Debris" shall be used only for the disposal of FODs.

- No person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any Fuel Storage Area, Public Area, Public Ramp or Apron Area, Public Cargo Ramp.
- No person shall drink, or carry an open container of, any alcoholic beverage in any public area of the Airport other than an area in which alcoholic beverages are served for on-premises consumption pursuant to permission granted by the Airport Authority or by a lessee.
- All baggage dollies or baggage containers shall have operating side curtains which shall be closed or secured when the dollies contains baggage in transit or stored during inactive periods.
- No Aircraft shall be operated at an Airport in a manner which creates an unreasonable risk of harm to persons or property, or while the pilot, or other persons aboard controlling any part of the operation thereof, is under the influence of intoxicating liquor, or any narcotic or habit-forming drug, or any substance which impairs, impedes, or otherwise affects the ability of such person(s) to safely operate the Aircraft, or while such Aircraft is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.
- The pilot or other person aboard engaged in the operation of any Aircraft being operated at any Airport must at all times comply with any lawful order, signal or direction of an authorized representative of the Airport Authority. When operation of such aircraft is controlled by lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings, shall be obeyed unless an authorized representative of the Airport Authority directs otherwise.
- The Airport Manager shall have the authority to detain any Aircraft for non-payment of charges due to the Airport Authority.
- The Airport Authority may prohibit aircraft landing and taking off at any time when, and under any circumstances under which the Manager deems such landings and take-offs are likely to endanger persons or property, except for emergency landings.
- The operator of any Aircraft involved in any accident causing personal injury or property damage at an airport shall report said accident promptly to the Airport Authority or Airport NAMPOL.
- The pilot or operator thereof shall be responsible for the prompt disposal of Aircraft wrecked or disabled at an Airport and parts of such Aircraft as directed by the Manager; in the event of his failure to comply with such directions such wrecked or disabled Aircraft and parts may be removed by the Airport Authority at the operator's expense and without liability for damage which may result in the course of such removal.

- No person shall interfere or tamper with any Aircraft at an Airport, or start the engine of such Aircraft without the operator's consent.
- No person shall enter an Aircraft without the consent of the person in charge thereof.
- No Aircraft may be loaded or unloaded without permission except in designated areas and all passengers must be channelled through established routes to and from the Aircraft.
- All aircraft which are being taxied, towed or otherwise moved at an Airport shall be under full control and shall move or be moved at a reasonable speed.
- All Aircraft being taxied, towed or otherwise moved at an Airport shall proceed with running lights on during the hours between sunset and sunrise.
- It is required that one wing walker, preferably two be positioned on the ground, located at the outward tip of each wing, to monitor the clearance of each wing as the aircraft enters and exits the ramp.
- Any spillage or dripping of gasoline, oil, grease, or any other material which may be unsightly or detrimental to the pavement in any area at an Airport shall be removed immediately by suitable procedures in a manner satisfactory to the Manager. The responsibility for the immediate removal of such gasoline, oil, grease, or other material shall be assumed by the operator of the equipment causing the same.
- No person shall conduct any hot work on any part of an Airport except in areas within leased premises specifically designated for such use by the Airport Authority, without first obtaining a Cutting and Welding Permit from the Manager.
- Each person occupying or using any portion of an Airport or conducting any business or trade at an Airport shall implement and comply with all environmental requirements, programs and practices that local governmental agency, authority, department or board has required the Airport Authority and its tenants or other occupants to implement at the Airport or which pursuant to an agreement with local governmental agency, authority, department or board, the Airport Authority has agreed to implement at the Airport.
- No person shall, keep, store, handle, use, dispense, or transport at, in or upon an Airport any material which is defined by the International Civil Aviation Organization as hazardous, poisonous, explosive, or radioactive at such time or place or in such manner or condition as to create an unreasonable risk of harm to persons or property. Such materials may not be kept, stored, handled, used, dispensed or transported at an Airport without the prior permission of the Airport Authority, and without complying with all applicable laws and regulations.
- Unless a permit or grant of permission provides otherwise, the Manager may refuse the grant of any permission or permit, or suspend any permission or permit already granted, in the event of an emergency. An emergency is any condition which would create a

- dangerous condition or substantially interfere with airport operations (including pedestrian, vehicle, or rail traffic, aircraft movement, luggage or cargo movement, security procedure, government inspection, clean-up, repair, construction, or environmental clean-up or corrective actions, or government operations), such as a flooding, aircraft or vehicular accident, power failure, or strike.
- Except with prior permission from the Manager, no person may sleep in any Airport area or vehicle. In addition, no person may lie on any chair, bench, seat or sit down or lie on any floors, stairs or landings, or any place where such activity may be hazardous to such person or to others, or may interfere with the operation of the Airport, pedestrian flow or comfort of Airport users, tenants, or permitted.



## **ANNEXURE VII(5): SAFETY COMPLIANCE**

### **SAFETY COMPLIANCE BY PERSON RENDERING SERVICE UNDER CONTRACT WITH NAC AT AN AERODROME AND ACCESS BY SENIOR ACCOUNTABLE MANAGER**

#### **1. SAFETY COMPLIANCE BY PERSON RENDERING SERVICE UNDER CONTRACT WITH NAC AT AN AERODROME**

1.1 The person rendering service under contract with NAC at an aerodrome shall at all times consistently and invariably ensure compliance with the safety requirements prescribed in Part 139 of the Namibia Civil Aviation Regulations (NAMCARs) in the manner detailed below.

##### **1.1.1 Safety Compliance by Person Rendering Service Under Contract with NAC at an Aerodrome in respect of Activities on both the Landside and Airside of an Aerodrome**

- a) The person rendering service under contract with NAC at an aerodrome must specifically comply with the safety requirements in respect of Activities on both the Landside and Airside of an Aerodrome, as stipulated in the following paragraphs of the NAMCARs, namely:
  - i) Fuel, Pyrotechnic stores and all highly Flammable Goods shall be stored only in buildings and receptacles designated by NAC as prescribed in terms of Paragraph 139.01.11 of the NAMCARs;
  - ii) The Safety Measures Against Fire established by NAC as prescribed in terms of Paragraph 139.01.12 of the NAMCARs shall be adhered to;

- iii) Acts Prohibited in Terminal Building as prescribed in terms of Paragraph 139.01.32 of the NAMCARs;
- iv) Acts Prohibited on Aerodrome as prescribed in terms of Paragraph 139.01.32 of the NAMCARs;

**1.1.2 Safety Compliance by Person Rendering Service Under Contract with NAC at an Aerodrome in respect of Activities on the Airside of an Aerodrome**

- a) The person rendering service under contract with NAC at an aerodrome must further particularly ensure compliance with the safety requirements in respect of Activities on the Airside of an Aerodrome, as stipulated in the following paragraphs of the NAMCARs, namely:
  - i) Lights which Endanger Safety of Aircraft as prescribed in terms of Paragraph 139.01.13 of the NAMCARs;
  - ii) Use of Runways or Taxiways and Landing at or Taking Off from Aerodrome as prescribed in terms of Paragraph 139.01.14 of the NAMCARs;
  - iii) Points of Entry to or Exit from Restricted Area as prescribed in terms of Paragraph 139.01.15 of the NAMCARs;
  - iv) Movement of Aircraft or Vehicles in Restricted Area on Direction of Aerodrome Operator as prescribed in terms of Paragraph 139.01.15 of the NAMCARs;

- v) Access to the Apron as prescribed in terms of Paragraph 139.01.17 of the NAMCARs;
- vi) Points of Access to or Egress from Apron as prescribed in terms of Paragraph 139.01.18 of the NAMCARs;
- vii) Movement of Aircraft or Vehicles on Apron as prescribed in terms of Paragraph 139.01.19 of the NAMCARs;
- viii) Movement of Vehicles on Apron on Direction of an Aerodrome Operator as prescribed in terms of Paragraph 139.01.20 of the NAMCARs;
- ix) Embarkation or Disembarkation of persons in or from Aircraft as prescribed in terms of Paragraph 139.01.24 of the NAMCARs;
- x) Loading or Unloading of Cargo in or from the Aircraft as prescribed in terms of Paragraph 139.01.24 of the NAMCARs;
- xi) Loading or Unloading of Dangerous Goods in or from Aircraft as prescribed in terms of Paragraph 139.01.25 of the NAMCARs;
- xii) Supply of Fuel to Aircraft as prescribed in terms of Paragraph 139.01.26 of the NAMCARs;
- xiii) Boarding or Tampering with Aircraft as prescribed in terms of Paragraph 139.01.27 of the NAMCARs;

- xiv) Regulation of Vehicular or other Traffic in Restricted Area as prescribed in terms of Paragraph 139.01.29 of the NAMCARs;
- xv) Entering or Leaving an Aerodrome as prescribed in terms of Paragraph 139.01.30 of the NAMCARs;
- xvi) Animals in restricted Area of an Aerodrome as prescribed in terms of Paragraph 139.01.31 of the NAMCARs;
- xvii) Compensation Payable for Spilling Substances on Certain Areas as prescribed in terms of Paragraph 139.01.44 of the NAMCARs.

## **2. ACCESS BY SENIOR ACCOUNTABLE MANAGER**

- a) The Senior Accountable Manager in terms of paragraph 140.03.1 of the NAMCARs or his/her representative shall have the following powers in respect of the person rendering service under contract with NAC at an aerodrome as stipulated in the following paragraphs of NAMCARs, namely:
  - i) Unrestricted access to work performed or activities undertaken by the person rendering service under contract with NAC at an aerodrome in terms of paragraph 140.03.1(6) of NAMCARs, to verify compliance of such activities with the applicable safety requirements prescribed by the relevant paragraphs of the NAMCARs in respect of landside and airside activities at an aerodrome in the manner detailed under the preceding paragraph 1.1.1 and paragraph 1.1.2 hereof;

- ii) Full rights of consultation with any person rendering service under contract with NAC at an aerodrome in respect of compliance by him or her with the applicable safety requirements prescribed under Part 139 of the NAMCARs as stipulated above.

### **3. CONSEQUENCES OF NON-COMPLIANCE WITH SAFETY REQUIREMENTS PRESCRIBED IN PART 139 OF THE NAMCARs**

In terms of paragraph 140.03.1(6) of the NAMCARs, the Senior Accountable Manager is vested with the power to order cessation of any activity where compliance with the applicable safety requirements prescribed in Part 139 of the NAMCARs is not effected.