REPUBLIC OF NAMIBIA

MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY

BIDDING DOCUMENTS

Issued: 13 September 2024

for

Procurement of

Hiring of Twenty-Five (25) Photocopy Machines

Procurement Reference No: NCS/ONB/29 - 51/2024

Cost: N$ 300.00

Project: Hiring of Twenty-Five (25) Photocopy Machines

REPUBLIC OF NAMIBIA
Ministry of Information & Communication Technology
Procurement
2024 -09- 17
PRIVATE BAG 13344
WINDHOEK

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Summary Description

These Standard Bidding Documents for Procurement of non-Consultancy services (time based contracts) apply when a prequalification process has not taken place before bidding. A brief description of these documents is given below.

SBD for Procurement of Services

Summary

PART I – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet (BDS)

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

Section III: Bidding Forms

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

PART II – ACTIVITY SCHEDULE

Section IV. Activity Schedule

This Section contains the activity schedule.

Section V. Scope of Services, Performance Specifications and Drawings

This section contains Specifications that are intended only as information for the Employer or the person drafting the bidding documents. **They should not be included in the final documents.**

PART III – *CONDITIONS OF* CONTRACT *AND CONTRACT FORMS*

Section VII. General Conditions of Contract (*GCC*)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VIII. Special Conditions of Contract

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Employer.

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Section IX: Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The format of **Advance Payment Guarantee, Performance Security, Notification of award and Contract.**

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Part I – Bidding Procedures

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Section I. Instructions to Bidders

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Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Public Entity referred to herein after as the Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS.**

1.2 The successful Bidder will be expected to complete the performance of the Services during the period **provided in the BDS and the SCC Clause 2.3.**

1.3 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day unless otherwise stated.

2. Public Entities Related to Bidding Documents and to Application for Review

2.1 The public entities related to these bidding documents are the Public Entity, acting as procuring entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)

Application for Review shall be addressed to:

The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia

3. Corrupt or Fraudulent Practices

3.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.

3.2 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

(i) "corrupt practice"[1] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[2] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii)"collusive practice"[3] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv)"coercive practice"[4] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

3.3 In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer.

3.4 Furthermore, bidders shall be aware of the provision in Clauses 3.1 of the General Conditions of Contract.

3.5 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 65 – 68 (Part 10) of the Public Procurement Act, 2015.

4. Eligible Bidders

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Namibia or entities incorporated in

[1] For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution.

[2] For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[3] For the purpose of this Contract, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

[4] For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

Namibia. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

4.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

(b) Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available at:

- African Development Bank https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures
- Asian Development Bank http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999
- European Bank for Reconstruction and Development http://www.ebrd.com/pages/about/integrity/list.shtml
- Inter-American Development Bank Group http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html
- World Bank Group http://www.worldbank.org/en/projects-operations/procurement/debarred-firms

4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Namibia prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.

4.5 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

(b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Employer may request the submission of that document subject to the bid being substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;

(b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.

(c) total monetary value of Services performed for each of the last five years;

(d) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients

who may be contacted for further information on those contracts;

(e) list of major items of equipment proposed to carry out the Contract;

(f) qualifications and experience of key site management and technical personnel proposed for the Contract;

(g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(h) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(i) authority to the Employer to seek references from the Bidder's bankers;

(j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and

(k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

(a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;

(b) the Bid shall be signed so as to be legally binding on all partners;

(c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria unless otherwise stated in the **BDS**:

(a) a minimum average annual financial amount of work over the period **specified in the BDS**.

(b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;

(d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

(f) A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5 (a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. Conflict of Interest

6.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit/Pre-bid Meeting

8.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

(b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Entity as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents.

(c) **No bidder shall be disqualified from the bidding process as a result of not attending the pre-bid meeting.**

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Evaluation Criteria
Section IV	Bidding Forms
Section V	Activity Schedule
Section VI	Scope of Service and Performance Specifications
Section VII	General Conditions of Contract
Section VIII	Special Conditions of Contract
Section IX	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids and by the date indicated in **the BDS.** Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

Initials:_____

C. Preparation of Bids

12. Language of Bid

12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidder shall comprise the following:

(a) The Form of Bid (in the format indicated in Section III);

(b) Bid Security or Bid Securing declaration(where applicable);

(c) Priced Activity Schedule;

(d) Qualification Information Form and Documents;

(e) Alternative offers where invited;

(f) following documentary evidence (required from Namibian bidders):

1. have an original or certified copy of the company Registration Certificate in core business **certified by the Namibia Police or a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).**
2. have an original or certified copy of a valid Good Standing Tax Certificate **certified by the Namibian Police or a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**
3. have an original or certified copy of a valid good Standing Social Security Certificate **certified by the Namibian Police or a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)9;**
4. have a valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 or a proof of application; **certified by the Namibian Police or a**

Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963);

5. have a certificate indicating SME Status (for Bids reserved for SMEs);
6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to the General conditions of Contract if it is awarded the contract or part thereof; and

(g) any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, based on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section VI the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the Time-Based price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

15. Currencies of Bid and Payment

15 The time based price shall be quoted by the Bidder in Namibia Dollars Only.

16. Bid Validity

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local currency to the Bidder selected for award, shall be increased by applying to the local currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.

17.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Namibia Dollars, and shall:

(a) be issued by a reputable overseas bank, located in any eligible country, with a counter guarantee from a commercial bank having its place of business in Namibia or any commercial bank operating in Namibia selected by the Bidder;

(b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;

(c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;

(d) be submitted in its original form; copies will not be accepted;

(e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or

(b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 34; or

(ii) furnish a Performance Security in accordance with ITB Clause 35.

17.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

17.8 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or

(b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 34; or

(ii) furnish a Performance Security in accordance with ITB Clause 35.

Initials:_____

The Bidder may be disqualified to be awarded a public contract in the Republic of Namibia for a period of time to be determined by the Review Panel.

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS,** as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS.**

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS,** and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

Initials:_____

D. Submission of Bids

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address **provided in the BDS;**

(b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and

(c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**

24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only

to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an

error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).

29. Currency for Bid Evaluation

29 The Employer will evaluate the Bid Price in terms of ITB 15 which is corrected pursuant to ITB Clause 28 and is payable excluding Provisional Sums but including Daywork where priced competitively.

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

31.1 Margin of Preference shall not be applicable.

Initials:_____

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Employer's Right to Accept any Bid and to Reject any or all Bids

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.

34. Notification of Award and Signing of Agreement

34.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review to the Review Panel the Employer shall notify the selected Bidder, in writing, by issuing a notification of award for the contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Within seven days from the issue of the notification of award the Employer shall publish on the Public Procurement Portal and the Employer's website, the results of the Bidding process.

34.2 The issue of the notification of award will constitute the formation of the Contract subject to the provisions of Section 55 (5), (6) and (7) of the Procurement Act, 2015 (Act 15 of 2015) read with Regulation 38 of the Public Procurement Regulations, 2017.

34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the notification of award. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.

35. Performance Security

35.1 Within thirty (30) days after receipt of the Notification of award, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank Guarantee **stipulated in the BDS,** denominated in Namibia Dollars in accordance with the General Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either at the Bidder's option, by a commercial bank located in the Republic of Namibia or a foreign bank through a correspondent commercial bank located in the Republic of Namibia.

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance Payment and Security

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS.**

37. Adjudicator

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notification of award, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

38. Debriefing

38.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award.

Initials:_____

Section II. Bidding Data Sheet

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. **NB: All copies must be certified by the Namibian Police or a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).**

A. General	
ITB 1.1	The Employer is: **Ministry of Information and Communication Technology** The name and identification number of the Procurement is: **NCS/ONB/29-51/2024: Hiring of Twenty-Five (25) Photocopy Machines**
ITB 1.2	The Intended Contract Period: **Three (3) years contract with effect from date of award.**
ITB 5.2(a)	Pre-qualifications: **N/A**
ITB 5.3	N/A
ITB 5.3(b)	(b)In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.4, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution."] **NB: Joint venture is not allowed.**
ITB 5.4	The information needed for Bids submitted by joint ventures is as follows: **Joint venture is not allowed.**
ITB 5.5	I. The qualification criteria in Sub-Clause 5.5 are modified as **per Section (III) of the Evaluation Criteria on page 29.**
ITB 5.5(a)	The minimum required annual volume of Services for all Bidders in the last **Two (2) years** shall be **1 time** the annual contract amount payable to the selected bidder for the **contract**.
ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following**: Supply and Hiring/Leasing of photocopy machines to any entity (provide original or**

Initials:_____

	certified copies of traceable reference letters on letter heads or completion certificate, NOT Award Letters or Purchase Orders).
ITB 5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be: **Hiring of photocopy machines for a period of three (3) years**
ITB 5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: **N$ 130 000.00.**
ITB 5.6	Subcontractors' experience **"will not be"** be considered.
B. Bidding Data	
ITB 8.1 (b)	A site meeting **will not** be held. The address and date for the site visit will be: **N/A**
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be: **One (1) copy of the bidding document and the ORIGINAL BIDDING DOCUMENT.**
C. Preparation of Bids	
ITB 10.1	The deadline to seek clarifications is: **04th October 2024.** **Note: the set date must be 14 days prior to the deadline for submission of bid.** **Clarifications can be sent to the following email PMU@mict.gov.na** **Clarifications will be posted on the Ministry's website https://mict.gov.na**
ITB 13.1(g)	The additional materials required to be completed and submitted are: **brochures/Catalogue of photocopy machines in colour pictures.**
ITB 14.1	Local inputs shall be quoted in Namibian Dollars Only
ITB 14.4	The Contract **["is not"]** subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be:**120** working days after the deadline for Bid submission specified in the BDS.
ITB 17.1	(a) Bid shall include a Bid Securing Declaration using the form included in Section III, Bidding Forms; or
ITB 17.3	The amount of Bid Securing declaration shall be: **N/A.**

Initials:_____

ITB 18.1	Alternative bids **are not** permitted.
ITB 18.2	Alternative times for completion **are not** permitted. If permitted, the range of acceptable completion time is: **N/A** If alternative times for completion are permitted, the evaluation method will be as follows: **N/A**
ITB 18.4	Alternative technical solutions shall be permitted for the following parts of the Services**: N/A** If alternative technical solutions are permitted, the evaluation method will be as follows: **N/A.**
D. Submission of Bids	
ITB 20.2	The Employer's address for the purpose of Bid submission is: **Ministry of Information and Communication Technology; 301 Trust Building; 2nd Floor, Independence Avenue.** For identification of the bid the envelopes should indicate: Contract: **Hiring of twenty-five (25) photocopy machines** Reference Number: **NCS/ONB/29 -51/2024**
ITB 21.1	The deadline for submission of bids shall be: **28th October 2024 @10H00 am.**
E. Bid Opening and Evaluation	
ITB 24.1	Bids will be opened on **28th October 2024 @10H30 am** at the following address **Ministry of Information and Communication Technology; Trust Building; 2nd Floor.**
F. Award of Contract	
ITB 35.1	The Performance Security acceptable to the Employer shall be in the Standard Form of an unconditional Bank Guarantee and for an amount of: **N/A**
ITB 36.1	The Advance Payment, where applicable, shall be of: **N/A**
ITB 37.1	The Adjudicator proposed by the Employer is **Office of the Attorney General]**. The hourly fee for this proposed Adjudicator shall not be applicable. The biographical data of the proposed Adjudicator is as follows: **Qualified Government Lawyers with all legal qualifications.**

Initials:_____

Initials:_____

Section III.- Evaluation Criteria

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

The bidder must meet the following mandatory requirements.

1. ELIGIBILITY EVALUATION

ELIGIBILITY				
No	**ITB Reference**	**Mandatory Requirements**	**Yes**	**No**
1.1	ITB 4.3(a).	Is the Bidder under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter?		

Bidders who are considered to be ineligible and appears in any of the ineligibility lists will be deemed non-responsive, therefore disqualified and excluded from further evaluation.

2. ADMINISTRATIVE REQUIREMENT

No	ITB Reference	Administrative Requirements	Responsive	Non-Responsive
2.1	ITB 12.1	Bid is written in English language?		
2.2	ITB 19.1	Did the bidder submit one original & copy of the bidding document?		
2.3	ITB 19.2	Are all pages of the bidding document initialed by the authorized representative of the bidder?		
2.4	ITB 17.1	Has the authorized representative of the bidder signed, stamped and returned the **Bid Submission Form?**		

Initials:_____

2.5	ITB 17.2	Has the authorized representative of the bidder signed, stamped and returned the **Bid Securing Declaration?**		
2.6	ITB 16.1	Offered period of validity of the bid is in line with the period stipulated in-ITB 16.1		

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

3. **MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA**

NB: All copies must be certified by the Namibian Police or a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).

		Mandatory Requirements		
No	**ITB Reference**	**Mandatory Requirements**	**Yes**	**No**
3.1	ITB 4.1	Does the Bidder meet the requirements for entities incorporated/ registered in Namibia in which Namibian Citizens own 51 percent equity or 100% Namibian owned? **[Attach certified copies of all shareholders certificates or Members Interest Certificate and Namibian Identification Documents].**		
3.2	ITB 13.1 (f) (1)	Has the bidder submitted a valid certified copy of company Registration Certificate; **Provide proof of Certificate of Incorporation or Founding Statements and Namibian Identity Documents (IDs) of shareholders.**		
3.3	ITB 13.1 (f) (2)	Has the Bidder provided a valid original or valid certified copy of an original Good Standing Tax Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)),		
3.4	ITB 13.1 (f) (3)	Has the Bidder provided a valid original or valid certified copy of Good Standing Social		

		Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)),		
3.5	ITB 13.1 (f) (4)	Has the Bidder provided a valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)),		
3.6	**ITB 13.1 (f) 6.**	Has the Bidder provided a written undertaking **on the company letter head** that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, where applicable and that it will abide to sub-clause 6.8 of the General conditions of Contract if it is awarded the contract or part thereof; and;		
3.7	**Page 36-37**	Has the Bidder provided a written undertaking in compliance with Section 138 (2) of the Labour Act, 2007 and Section 50 (2)(D) of the Public Procurement Act, 2015.		

NB: Only valid certified copy of an original document as certified by commissioner of oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963 will be accepted. No colour photocopies allowed.

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

4. TECHNICAL EVALUATION

4.1 PROVISION OF HIRING OR LEASING OF PHOTOCOPY MACHINES

Details of Technical Evaluation Markings	
	Maximum Marks
Company Profile and Experience	
4.1. 1 Experience The experience required to be demonstrated by the Bidder should include similar work executed during the last 5 years **(2019 to date)**: supply and hiring/leasing of Photocopy machines to any entity (provide certified copies of traceable reference	**20**

Initials:_____

letters on letter heads or completion certificate, NOT Award Letters or Purchase Orders) • *5 years (20 Points)* • *3 years (15 Points)* • *Less than 2 years (0 points)*	
Details of Technical Evaluation Markings	**Maximum Marks**
4.1.2 Authorized Supplier ✓ *The bidder must attach a distribution/re-seller authorisation letter. (20 points)* ✓ *No attachment (0 points)*	**20**
4.1.3 Provide a detailed Company Profile • **A detailed company profile indicating the following: = 20 points** ✓ *Business addresses (trading, telephones numbers, contact persons and email) = 5 points* ✓ *Demographics (number of employees) = 5 points* ✓ *Geography (operation coverage country-wide) = 5 points* ✓ *Trained Maintenance Technicians = 5 points* ✓ No company profile attached= **0 point**	**20**
4.1.4 Additional Requirements: ✓ Catalogues/ Brochures **(in Color)** (10) ✓ No Attachments (0)	**10**
4.1.5 Turnaround time for responding to maintenance queries *(Attach a commitment letter to respond to the following)* ✓ *Malfunction (within 24 hours)* ✓ *Tonner replacement (within 3 hours)* ✓ *Wastage tonner (within 3 hours)* **= 5 points per criteria** **No commitment letter =0 points**	**15**
TOTAL MARKS	**/85**

a) Only bidders scoring 70% and more will be considered for financial evaluation.

b) Financial evaluation, service providers will be ranked according to price quoted (from lowest to highest)

5 FINANCIAL EVALUATION

	FINANCIAL Requirements	**Responsive**	**Non-Responsive**
5.1	A bid price which is 15% below the cost estimate will be deemed to be non-responsive		
5.2	A bid price which is 15% above the cost estimate will be deemed to be non-responsive		

Initials:_____

Bidder who did not meet the requirements under 5.1 and 5.2 above will not be evaluated further.

Initials:_____

Section IV.- Bidding Forms

Table of Forms

Bid Submission Form **34**

Bid Securing Declaration **36**

Witten undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the public procurement act, 2015 ..... **37**

Written Undertaking on salaries and wages payable to personnel **40**

Special Power of Attorney **41**

Company Shareholding Information Form **42**

Qualification Information **43**

Bid Submission Form

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

Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.

Date: _____
Bidder's Reference No.: _____
Procurement Reference No:.....

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;

(b) We offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.

(c) The total price of our Bid in Namibia Dollars, after discounts offered in item (d) below is:

	Amount payable in Namibia Dollars
(i)	
(ii)	

(d) The discounts offered and the methodology for their application are: _____;

(e) Our bid shall be valid for a period of _____ *[insert validity period as specified in ITB 16.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;

(g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;

(h) We are not participating, as a Bidder in more than one bid in this bidding process.

(i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;

Initials:_____

(j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;[5]

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

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

(m) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount in Namibia Dollars	Purpose of Commission or gratuity
(if none, state "none")		

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

(o) If awarded the contract, the person named below shall act as Contractor's Representative: _____

Name:	
In the capacity of:	
Signed:	
Duly authorized to sign the Bid for and on behalf of:	
Date:	
Seal of Company	

[5] ***Use one of the two options as appropriate.***

BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1)(b) and 37(5))

Date: *[Day_____|month_____|year*

Procurement Ref No.: .....

To: .....

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

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

(a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;

(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;

(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or

(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

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

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

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

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

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

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

Corporate Seal (where appropriate)
[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]
delete if not applicable / appropriate

Initials:_____

Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the public procurement act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

Initials:_____

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

.....

3. UNDERTAKING

I .....*[insert full name]*, owner/representative

of .....*[insert full name of company]*

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

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

Signature: .....

Date: .....

Seal:.....

Please take note:

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

Initials:_____

To: Head of Procurement Management Unit
Ministry of Information Communication and Technology;
Trust Building;
Independence Avenue

RE: PROCUREMENT NO:.....

Procurement Description:.....

Anticipated Contract Duration: .....

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

WRITTEN UNDERTAKING ON SALARIES AND WAGES PAYABLE TO PERSONNEL

I.....[insert full name], owner/representative of

.....[insert full name of company]

hereby undertakes in writing that:

- the salaries and wages payable to my personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that I will abide to sub-clause 52.1 of the General conditions of Contract if awarded the contract or part thereof;

I am fully aware that failure to comply with the directive will constitute a breach of the procurement contract and such breach may be dealt with in line with the General Conditions of Contract (GCC) sub-clause 2.6.1 of the said contract.

Signature: .....

Date: .....

Stamp:.....

Initials:_____

Date: *[ ]*

To: Head of Procurement Management Unit
Ministry of Information Communication and Technology;
Trust Building;
Independence Avenue

Dear Sir/Madam,

RE: PROCUREMENT NO:.....

[•]: SPECIAL POWER OF ATTORNEY

The undersigned person is herewith granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process *[insert procurement reference number.....]*.

Title and Name _____

Signature _____

Such authorization has been conferred by the Board of Directors by way of a Board Resolution/ Member's Resolution *[delete where appropriate]* dated *[insert date of board/member's resolution.....]* attached hereto, to act on our behalf and in our name. The actions and representations of the aforementioned person shall be binding upon the grantors.

Place _____

Date _____

Name _____

Signature and Company Stamp

(Duly authorized to confirm such Special Power of Attorney)

COMPANY SHAREHOLDING INFORMATION FORM

Name of Shareholders and the percentage shares owned:

Name of Shareholder	Namibian (Yes/ No)	Previously Disadvantaged Namibian (Yes/ No)	Non-Namibian Citizen (Yes/ No) If not Namibian, State Nationality	Full time employed by the bidder (Yes/No)	Percentage shares
					Total= 100%

Initials:_____

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration:.....
Principal place of business:.....
Power of attorney or other acceptable document of signatory of Bid: *[attach]*

1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert.....]*

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a) (b)			

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c). **If space is not sufficient attach separate sheet.**

Item/equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			
(c)			
(d)			

Initials:_____

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a) (b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1. **N/A**

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a) (b)			

1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a) (b)			

Initials:_____

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS and to fulfil the requirements of ITB Sub-Clause 5.1, if applicable.

Part II – Activity Schedule

Initials:_____

Section V. Activity Schedule

Objectives

The objectives of the Activity Schedule are

(a) to provide sufficient information on the quantities of Services to be performed to enable bids to be prepared efficiently and accurately; and
(b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Dayworks Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:

(a) A list of the various classes of Services, labor, materials, and Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for work executed on a day work basis.
(b) Nominal quantities for each item of Dayworks, to be priced by each Bidder at Dayworks rates as Bid. The rate to be entered by the Bidder against each basic Dayworks item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other Service Providers (refer to Clause 8 of the Conditions of Contract) should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

Initials:_____

PRICED ACTIVITY SCHEDULE

Procurement Reference Number: NCS/ONB/29-51/2024

Kindly provide your industry cost structure on the table below
The Contract Price should be given per month and per year and shall be inclusive of all costs including VAT.

Item no	Description	Quantity Required	Rental fees (must include the Management software) Unit Rate including VAT	Total monthly Rate including VAT N$	Total Rate Per Year N$	Total Rate over 36 months N$
1.	MONOCHROME LASER MULTIFUNCTIONAL PHOTOCOPIER	18				
2.	COLOR MULTIFUNCTIONAL LASER PHOTOCOPIER	2				
3.	ECOSSYS M2540DN 40ppm A4 MFP-DOCUMENT PROCESSOR, PRINT, COLOR SCAN, NETWORK, DUPLEX, FAX	5				

Item no.	Description	Quantity Required	Usage/maintenance
1	MONOCHROME LASER MULTIFUNCTIONAL PHOTOCOPIER	18	
2	COLOR MULTIFUNCTIONAL LASER PHOTOCOPIER	2	
3	ECOSSYS M2540DN 40ppm A4 MFP-DOCUMENT PROCESSOR, PRINT, COLOR SCAN, NETWORK, DUPLEX, FAX	5	

Initials:_____

GENERAL INSTRUCTIONS FOR COMPLETION OF PRICE SCHEDULES

1. All prices to be indicated in Namibia Dollars.
2. Prices in the table above should be VAT Exclusive.
3. Bidders shall add any other available additional features to the bid document or a Covering letter.
4. Bidders to attach all their pricing schedule if not included by the above structure

Priced Activity Schedule Authorised By:

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

Section VI. Scope of Service and Performance Specifications

OVERVIEW

The Ministry is looking to lease eighty-four (84) Photocopy machines for the divisions, directorates these machines will facilitate the sharing of information by producing multiple copies of a document, making it easier for employees to distribute materials such as reports, memos, manuals, and other important documents.

MONOCHROME LASER MULTIFUNCTIONAL PHOTOCOPIER

MONOCHROME LASER MULTIFUNCTIONAL PHOTOCOPIER	FOR OMAs TO COMPLETE		FOR BIDDERS TO COMPLETE		
	Quantity- Regional Quantity – Windhoek HQ	14 4			
Features	**Description**		**Yes**	**No**	**Deviation (if any)**
Machine Type	Monochrome Laser Multifunctional Photocopier				
Core functions	Print, Copy, Scan, Send, Store and Fax				
Processor Speed	Dual Custom Processor (Shared)				
Control Panel	(9 - 10 inch) TFT LCD WSVGA Colour Touch panel				
Memory	Standard: 3.GB RAM, + 32 GB SSD, 32GB HDD, Max 1TB				
Interface Connection	Network Printing function NETWORK Standard: 10Base-T/100Base-TX/1000Base-T, Wireless LAN (IEEE 802.11 b/g/n); Optional: NFC OTHERS Standard: USB 2.0 (Host) x2 high speed, USB 3.0 (Host) x1, USB 2.0 (Device) x1; Optional: Serial Interface, Copy Control Interface				
Intergrated accounting	Up to 1000 department codes Access control (Individual Pin code control)				
Paper Handling **Paper Input (Min Standard)**	2 x 1,500-sheet cassettes + 2 x 550-sheet cassettes (80gsm) 100-sheet multi-purpose tray (80gsm				

Initials:_____

	(Option) Additional 3,500 sheets (POD DECK LITE-C1 or PAPER DECK UNIT-E1)			
Input Capacity	up to 7700 sheets (80 gsm)			
Paper output capacity	With Copy Tray: 250-sheets (A4, 80 gsm). With Shift Tray: 500-sheets (A4, 80 gsm). With External Finishers: Max. 3,500-sheets (A4, 80 gsm).			
Maximum Paper Input Capacity	7700 sheets (80 gsm)			
Paper output capacity	With Copy Tray: 250-sheets (A4, 80 gsm). With Shift Tray: 500-sheets (A4, 80 gsm). With External Finishers: Max. 3,500-sheets (A4, 80 gsm).			
Finishing capabilities	Collate, Group, Offset with External finisher: Staple, Saddle Stitch, Hole Punch, Insertion, C & Z folding			
Supported media types	Upper Left/Right Cassettes (1/2): Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Letterhead, Bond paper Lower Cassettes (3/4): Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Letterhead, Bond paper, Tab paper*. Multi-purpose tray: Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Bond, Transparency, Labels, Letterhead, Tab paper, Tracing			
Supported media types continued	POD DECK LITE-C1: Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Letterhead, Bond paper, Transparency, Labels, Tab paper			

Initials:_____

	PAPER DECK UNIT-E1: Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Letterhead, Bond paper			
Supported media sizes	Upper Left/Right Cassettes (1/2): Standard size: A4, B5 Lower Cassettes (3/4): Standard size: A3, A4, A4R, A5R, B5, B5R Custom size: 139.7 mm x 182 mm to 297 mm x 431.8 mm Multi-purpose tray: Standard size: A4, A4R, A3, A5R, B5, B5R Custom size: 100 mm x 148 mm to 297 mm x 431.8 mm Free size: 100 mm x 182.2 mm to 297 mm x 431.8 mm POD DECK LITE-C1: A3, A4, A4R, A5R, and Custom size (139.7 mm x 182 mm to 297 mm x 431.8 mm) PAPER DECK UNIT-E1: A4			
Supported media weights	Cassettes: 52 to 220 gsm Multi-purpose tray: 52 to 256 gsm Duplex: 52 to 220 gsm			
Warm-up Time	From Power On: 30 Seconds or Less From Sleep Mode: 30 Seconds or Less Quick Start-up Mode: 4 Seconds [1]			
Dimensions (H x W x D)	670 mm x 779 mm x 1220 mm			
Installation Space (H x W x D)	1,362 mm x 1,353 mm (Basic: Only Multi-purpose tray + Cassette drawers open + Copy Tray) 2,407 mm x 1,353 mm (Fully configured: Includes Booklet Finisher + A3 Paper Deck + Insertion and folding unit + Puncher Unit + Cassette drawers open)			

Initials:_____

	2,381 mm x 1,353 mm (Fully configured: Includes Booklet finisher + A3 Paper Deck + Insertion and folding unit + Puncher unit + Cassette drawers open)			
Weight	Approx. 234kg			
Print Function **Printing method**	Monochrome laser beam printing			
Print Speed	55 ppm (A4), 32 ppm (A3) 40 ppm (A4R), 35 ppm (A5R)			
Print Resolution	1,200 dpi x 1,200 dpi, 600 dpi x 600 dpi			
Page description languages	UFR II, PCL 5e/6 / XL(standard) Genuine Adobe PostScript Level 3 (Option), XPS, PPML			
Double Sided Printing	Automatic (Standard duplex)			
Direct Print	Direct printing available from USB memory key, Advanced space, Remote UI and Web Access, WSD Print, Mobile orienting support Supported file types: TIFF, JPEG, PDF, XPS, etc			
Operating systems	All current windows operating systems, MAC OS, Unix, Linux as well as other operating systems on request			
Printing from mobile and cloud	Provision of software and MEAP-based solutions to provide printing from mobile devices or internet-connected devices and cloud-based services depending the requirements.			
Fonts	PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andalé Mono WT Requires optional PCL INTERNATIONAL FONT SET-A1.			

	PS fonts: 136 Roman			
Print Features	Encypted, Suspend Job Timeout, Subset Finishing (PS only), Profile Settings, Secured Print, Watermark, Page Border, Header/Footer, Page Layout, Two-sided Printing, Collating, Booklet Printing, Grouping, Mixed Paper Sizes/ Orientations, Offsetting, Printing on Transparencies, Front/Back Covers, Toner Reduction, Poster Printing			
Copy specifications **Copy Speed**	55 ppm (A4), 32 ppm (A3), 40 ppm (A4R), 35 ppm (A5R)			
Copy resolution	Reading: 600 dpi x 600 dpi, Printing: 1,200 dpi x 1,200 dpi, Multiple copies up to 9,999 copies, Copy Exposure (Automatic), Magnification 25% - 400% (1% Increments) Preset Reductions 25%, 50%, 64%, 73%, 78% Preset Enlargements 121%, 129%, 200%, 400%			
Basic Copy Features	Preset R/E Ratios by Area, Paper Setting, Previous Setting, Favourite Setting, Finishing, Two-Sided, Density Adjustment, Exposure Adjustment, Original Type Selection, Interrupt Mode, Setting Confirmation/Cancel			
Special Copy Features	Book to Two Pages, Two-sided Original, Finishing, Booklet, Job Build, N on 1, Add Cover, Insert Sheets, Different Size Originals, Density Adjustment, Original Type Selection, Transparency Cover Sheets, Page Numbering, Copy Set Numbering, Sharpness, Erase Frame, Secure Watermark, Print Date, Shift, Gutter, Print & Check, Negative/Positive, Repeat Images, Merge Job Blocks, Job			

Initials:_____

	Done Notice, Mirror Image, Print on Tab, Store in Mail Box, Superimpose Image, Cascade Copy, Copy ID Card, Detect Feeder Multi Sheet Feed, Free Size Original			
Scan functions **Scan Standard type**	Colour flatbed scan unit plus 300-sheet duplex automatic document feeder (1-Pass duplex Colour scan).			
Supported media size/s	A3, A4, A4R, A5, A5R			
Supported media weight/s	Single-sided scanning: 38 to 220 gsm/64 to 220 gsm (BW/CL) Double-sided scanning: 50 to 220 gsm/64 to 220 gsm (BW/CL)			
Pull Scan Specifications	Colour Network ScanGear2. For both TWAIN and WIA Supported OS: ALL Windows, Mac OS, Linux, unix			
Scan Resolution	100 x 100 dpi, 150 x 150 dpi, 200 x 100 dpi, 200 x 200 dpi, 300 x 300 dpi, 200 x 400 dpi, 400 x 400 dpi, 600 x 600 dpi			
Scan Method	Send functionality available on all models Scan to USB Memory Key: Scan to Mobiles or internet-connected devices: Scan to cloud-based services: TWAIN/WIA Pull scanning			
Scan Speed (BW/Colour; A4)	Single-sided (A4, 300 dpi): 120/120 ipm (BW/CL); Single-sided (A4, 600 dpi): 120/60 ipm (BW/CL); Double-sided (A4, 300dpi): 240/220 ipm (BW/CL) Double-sided (A4, 600 dpi) 150/60 ipm (BW/CL)			
Paper Capacity	300 Sheets (80 gsm)			
Double sided scanning	2-sided to 2-sided (Automatic)			

Fax functions **Maximum Number of Connection Lines**	2			
Modem Speed	Super G3: 33.6 kbps [1] G3: 14.4 kbps			
Compression Method	MH, MR, MMR, JBIG			
Sending/Recording Size	A5 and A5R* to A3 *Sent as A4			
FAX memory	Up to 6000 pages			
Speed dials	Max. 200 Group dials/destinations -Max. 199 dials Sequential broadcast- Max. 256 addresses			
Memory backup	Yes			
Fax Features	Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed			
Software and Printer Management	Remote management tools Scanning software Optimisation tools			
Consumables	Toner Cartridge/s TONER (Estimated Yield @6% Coverage) up to min 20,000 pages			
Output Options **Staple Finisher**	Staple finisher-v2 (external) Staple cartridges			
Puncher Unit/s	Puncher finisher-v2 (external)			
Maintenance cycle	Toner, Drum, Service, Parts and Transport and all other costs			

Initials:_____

	must be included in the copy charges A copy of the maintenance agreement must be attached			
PRICE PER MACHINE OVER 36 MONTHS	Costing			
TOTAL EXPENDITURE FOR MACHINE(S) OVER 36 MONTHS	Costing			

COLOR MULTIFUNCTIONAL LASER PHOTOCOPIER

COLOR MULTIFUNCTIONAL LASER PHOTOCOPIER	**FOR OMAs TO COMPLETE**		**FOR BIDDERS TO COMPLETE**		
	Quantity- Windhoek	**2**			
Features	**Description**		**Yes**	**No**	**Deviation (if any)**
Machine Type	Monochrome Laser Multifunctional Photocopier				
Core functions	Print, Copy, Scan, Send, Store and Fax				
Processor Speed	Dual Custom Processor (Shared)				
Control Panel	(9 - 10 inch) TFT LCD WSVGA Colour Touch panel				
Memory	Standard: 3.0GB RAM,+ 32 GB SSD, 32GB HDD, Max 1TB				
Interface Connection	Network Printing function NETWORK Standard: 10Base-T/100Base-TX/1000Base-T, Wireless LAN (IEEE 802.11 b/g/n); Optional: NFC OTHERS Standard: USB 2.0 (Host) x2 high speed, USB 3.0 (Host) x1, USB 2.0 (Device) x1; Optional: Serial Interface, Copy Control Interface				
Intergraded accounting	Up to 1000 department codes Access control (Individual Pin code control)				
Paper Handling					

Paper Input (Min Standard)	2 x 1,500-sheet cassettes + 2 x 550-sheet cassettes (80gsm) 100-sheet multi-purpose tray (80gsm (Option) Additional 3,500 sheets (POD DECK LITE-C1 or PAPER DECK UNIT-E1)			
Input Capacity	up to 7700 sheets (80 gsm)			
Paper output capacity	With Copy Tray: 250-sheets (A4, 80 gsm). With Shift Tray: 500-sheets (A4, 80 gsm). With External Finishers: Max. 3,500-sheets (A4, 80 gsm).			
Maximum Paper Input Capacity	7700 sheets (80 gsm)			
Paper output capacity	With Copy Tray: 250-sheets (A4, 80 gsm). With Shift Tray: 500-sheets (A4, 80 gsm). With External Finishers: Max. 3,500-sheets (A4, 80 gsm).			
Finishing capabilities	Collate, Group, Offset with External finisher: Staple, Saddle Stitch, Hole Punch, Insertion, C & Z folding			
Supported media types	Upper Left/Right Cassettes (1/2): Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Letterhead, Bond paper Lower Cassettes (3/4): Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Letterhead, Bond paper, Tab paper*. Multi-purpose tray: Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Bond, Transparency, Labels, Letterhead, Tab paper, Tracing			

Initials:_____

Supported media types continued	POD DECK LITE-C1: Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Letterhead, Bond paper, Transparency, Labels, Tab paper PAPER DECK UNIT-E1: Thin paper, Plain paper, Recycled paper, Colour paper, Heavy paper, Pre-punched paper, Letterhead, Bond paper			
Supported media sizes	Upper Left/Right Cassettes (1/2): Standard size: A4, B5 Lower Cassettes (3/4): Standard size: A3, A4, A4R, A5R, B5, B5R Custom size: 139.7 mm x 182 mm to 297 mm x 431.8 mm Multi-purpose tray: Standard size: A4, A4R, A3, A5R, B5, B5R Custom size: 100 mm x 148 mm to 297 mm x 431.8 mm Free size: 100 mm x 182.2 mm to 297 mm x 431.8 mm POD DECK LITE-C1: A3, A4, A4R, A5R, and Custom size (139.7 mm x 182 mm to 297 mm x 431.8 mm) PAPER DECK UNIT-E1: A4			
Supported media weights	Cassettes: 52 to 220 gsm Multi-purpose tray: 52 to 256 gsm Duplex: 52 to 220 gsm			
Warm-up Time	From Power On: 30 Seconds or Less From Sleep Mode: 30 Seconds or Less Quick Start-up Mode: 4 Seconds [1]			
Dimensions (H x W x D)	670 mm x 779 mm x 1220 mm			

Initials:_____

Installation Space (H x W x D)	1,362 mm x 1,353 mm (Basic: Only Multi-purpose tray + Cassette drawers open + Copy Tray) 2,407 mm x 1,353 mm (Fully configured: Includes Booklet Finisher + A3 Paper Deck + Insertion and folding unit + Puncher Unit + Cassette drawers open) 2,381 mm x 1,353 mm (Fully configured: Includes Booklet finisher + A3 Paper Deck + Insertion and folding unit + Puncher unit + Cassette drawers open)			
Weight	Approx. 234kg			
Print Function **Printing method**	Color laser beam printing			
Print Speed	55 ppm (A4), 32 ppm (A3) 40 ppm (A4R), 35 ppm (A5R)			
Print Resolution	1,200 dpi x 1,200 dpi, 600 dpi x 600 dpi			
Page description languages	UFR II, PCL 5e/6 / XL(standard) Genuine Adobe PostScript Level 3 (Option), XPS, PPML			
Double Sided Printing	Automatic (Standard duplex)			
Direct Print	Direct printing available from USB memory key, Advanced space, Remote UI and Web Access, WSD Print, Mobile orienting support Supported file types: TIFF, JPEG, PDF, XPS, etc			

Initials:_____

Operating systems	All current windows operating systems, MAC OS, Unix, Linux as well as other operating systems on request			
Printing from mobile and cloud	Provision of software and MEAP-based solutions to provide printing from mobile devices or internet-connected devices and cloud-based services depending the requirements.			
Fonts	PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andalé Mono WT Requires optional PCL INTERNATIONAL FONT SET-A1. PS fonts: 136 Roman			
Print Features	Encypted, Suspend Job Timeout, Subset Finishing (PS only), Profile Settings, Secured Print, Watermark, Page Border, Header/Footer, Page Layout, Two-sided Printing, Collating, Booklet Printing, Grouping, Mixed Paper Sizes/ Orientations, Offsetting, Printing on Transparencies, Front/Back Covers, Toner Reduction, Poster Printing			
Copy specifications **Copy Speed**	55 ppm (A4), 32 ppm (A3), 40 ppm (A4R), 35 ppm (A5R)			
Copy resolution	Reading: 600 dpi x 600 dpi, Printing: 1,200 dpi x 1,200 dpi, Multiple copies up to 9,999 copies, Copy Exposure (Automatic), Magnification 25% - 400% (1% Increments) Preset Reductions			

Initials:_____

	25%, 50%, 64%, 73%, 78% Preset Enlargements 121%, 129%, 200%, 400%			
Basic Copy Features	Preset R/E Ratios by Area, Paper Setting, Previous Setting, Favorite Setting, Finishing, Two-Sided, Density Adjustment, Exposure Adjustment, Original Type Selection, Interrupt Mode, Setting Confirmation/Cancel			
Special Copy Features	Book to Two Pages, Two-sided Original, Finishing, Booklet, Job Build, N on 1, Add Cover, Insert Sheets, Different Size Originals, Density Adjustment, Original Type Selection, Transparency Cover Sheets, Page Numbering, Copy Set Numbering, Sharpness, Erase Frame, Secure Watermark, Print Date, Shift, Gutter, Print & Check, Negative/Positive, Repeat Images, Merge Job Blocks, Job Done Notice, Mirror Image, Print on Tab, Store in Mail Box, Superimpose Image, Cascade Copy, Copy ID Card, Detect Feeder Multi Sheet Feed, Free Size Original			
Scan functions **Scan Standard type**	Colour flatbed scan unit plus 300-sheet duplex automatic document feeder (1-Pass duplex Colour scan).			
Supported media size/s	A3, A4, A4R, A5, A5R			
Supported media weight/s	Single-sided scanning: 38 to 220 gsm/64 to 220 gsm (BW/CL)			

Initials:_____

	Double-sided scanning: 50 to 220 gsm/64 to 220 gsm (BW/CL)			
Pull Scan Specifications	Colour Network ScanGear2. For both TWAIN and WIA Supported OS: ALL Windows, Mac OS, Linux, unix			
Scan Resolution	100 x 100 dpi, 150 x 150 dpi, 200 x 100 dpi, 200 x 200 dpi, 300 x 300 dpi, 200 x 400 dpi, 400 x 400 dpi, 600 x 600 dpi			
Scan Method	Send functionality available on all models Scan to USB Memory Key: Scan to Mobiles or internet-connected devices: Scan to cloud-based services: TWAIN/WIA Pull scanning			
Scan Speed (BW/Colour; A4)	Single-sided (A4, 300 dpi): 120/120 ipm (BW/CL); Single-sided (A4, 600 dpi): 120/60 ipm (BW/CL); Double-sided (A4, 300dpi): 240/220 ipm (BW/CL) Double-sided (A4, 600 dpi) 150/60 ipm (BW/CL)			
Paper Capacity	300 Sheets (80 gsm)			
Double sided scanning	2-sided to 2-sided (Automatic)			
<u>Fax functions</u> Maximum Number of Connection Lines	2			
Modem Speed	Super G3: 33.6 kbps [1] G3: 14.4 kbps			
Compression Method	MH, MR, MMR, JBIG			
Resolution	400 x 400 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi			
Sending/Recording Size	A5 and A5R* to A3 *Sent as A4			
FAX memory	Up to 6000 pages			

Initials:_____

Speed dials	Max. 200 Group dials/destinations - Max. 199 dials Sequential broadcast- Max. 256 addresses			
Memory backup	Yes			
Fax Features	Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed			
Software and Printer Management	Remote management tools Scanning software Optimisation tools			
Consumables	Toner Cartridge/s TONER (Estimated Yield @6% Coverage) up to min 20,000 pages			
Output Options **Staple Finisher**	Staple finisher-v2 (external) Staple cartridges			
Puncher Unit/s	Puncher finisher-v2 (external)			
Maintenance cycle	Toner, Drum, Service, Parts and Transport and all other costs must be included in the copy charges A copy of the maintenance agreement must be attached			
PRICE PER MACHINE OVER 36 MONTHS	Costing			
TOTAL EXPENDITURE FOR MACHINE(S) OVER 36 MONTHS	Costing			

Initials:_____

ECOSYS (PRINT, COPY, SCAN, AND FAX (ECOSYS M2540dn) B/W MULTIFUNCTIONALS FOR A4 FORMAT (SMALL WORK GROUPS)

ECOSSYS M2540DN 40ppm A4 MFP- Document Processor, print, colour scan, Network, Duplex, Fax	FOR OMAs TO COMPLETE		FOR BIDDERS TO COMPLETE		
	Quantity- Windhoek	5			
Features	**Description**		**Yes**	**No**	**Deviation (if any)**
Machine Type	ECOSYS M2540dn (Small Work Groups)				
Core functions	Up to 40 pages per minutes in A4 Time to first copy 6.9 seconds. Double sided print, copy, scan, and fax functionality as standard 50-sheet document Processor scans double – sided originals.				
Processor Speed	up to 40 pages A4 per minutes				
Control Panel	5 (line LCD display)				
Memory	Standard: 512 MB, max.1,536 MB				
Interface Connection	Standard Interface: USB 2.0 (Hi –Speed), USB Host interface, Gigabit Ethernet (10BaseT/100BaseTX/1000bASEt),Slot for optional SD / SDHC-Card				
Paper Handling Paper Input (Min Standard)	100-sheet multi-purpose tray,60-220 g/m: A4, A5, A5, B5, B6, Letter, Legal Customs (70x148mm-216x356mm)250 –sheet universal cassette;60-163g/m 2 x 1,500-sheet cassettes + 2 x 550-sheet cassettes (80gsm) 100-sheet multi-purpose tray (80gsm (Option) Additional 850 sheets				

Initials:_____

Input Capacity	100-sheet multi –purpose tray (60-220g/m)A4,A5,B5,B6, Letter,Legal Cumstoms			
Paper output capacity	Max.150 sheet face down with paper full detection			
Maximum Paper Input Capacity	850 sheets (80 gsm)			
Paper output capacity	With Copy Tray: 250-sheets (A4, 80 gsm). With Shift Tray: 500-sheets (A4, 80 gsm). With External Finishers: Max. 850-sheets (A4, 80 gsm).			
Warm-up Time	Approx.17 seconds or less From Sleep Mode: 6.4 Seconds or Less Quick Start-up Mode: 6.4 Seconds [1]			
Dimensions (H x W x D)	417 x 412x 437mm			
Weight	Approx. 19kg			
Print Function Printing method	Black & white /Color printing			
Print Speed	up to 40 pages A4 per minutes			
Print Resolution	300 dpi, 600 dpi, 1200dpi			
Page description languages	UFR II, PCL 5e/6 / XL(standard) Genuine Adobe PostScript Level 3 (Option), XPS, PPML			
Double Sided Printing	Automatic (Standard duplex)			
Direct Print	Direct printing available from USB memory key Supported file types: TIFF, JPEG, PDF, XPS/OpenXPS, etc			
Operating systems	All current windows operating systems, MAC OS, Unix, Linux as well as other operating systems on request			

Initials:_____

Fonts	93 scalable fonts for PC6/KPD3,8 fonts for Windows Vista, 1 bitmap font , with automatic generation of checksums as well as support of two-dimensional barcodes PDF-417under PRESCRIBE (PCL and other barcodes available as option)			
Print Features	Scan –once-copy-many, electronic, sort,2in1, ID card copy, priority print, program, continuous scan auto cassette change, copy density control			
Copy specifications **Copy Speed**	Up to 40 pages per minute in A4			
Special Copy Features	Up to 40 pages per minute in, Dual scan document processor supporting A6 originals, 1 200 dpi printing quality, duplex unit for cost-saving double sided printing, up to 2 optional paper feeders for up to 850 sheets, compact design with low –noise printing, Exceptional low printing cost in its class			
Scan functions **Scan Standard type**	Colour flatbed scan unit plus 300-sheet duplex automatic document feeder (1-Pass duplex Colour scan).			
Supported media size/s	A3, A4, A4R, A5, A5R			
Supported media weight/s	Single-sided scanning: 38 to 220 gsm/64 to 220 gsm (BW/CL) Double-sided scanning: 50 to 220 gsm/64 to 220 gsm (BW/CL)			

Initials:_____

Pull Scan Specifications	Colour Network ScanGear2. For both TWAIN and WIA Supported OS: ALL Windows, Mac OS, Linux, unix			
Scan Resolution	300dpi x 300dpi, 200dpi x 200dpi (Default)200dpi x 100dpi, 600dpi x 600dpi,400dpi x 400dpi, 200dpi x 400dpi			
Scan Method	Send functionality available on all models Scan to USB Memory Key: Scan to Mobiles or internet-connected devices: Scan to cloud-based services: TWAIN/WIA Pull scanning			
Scan Speed	40ipm (300dpi, A4,b/w, simplex),23ipm(300dpi,A4, colour, simplex), 32ipm (300dpi,A4,b/w, duplex, 16ipm(300 dpi, A4, colour, duplex			
Paper Capacity	300 Sheets (80 gsm)			
Double sided scanning	2-sided to 2-sided (Automatic)			
Fax functions **Maximum Number of Connection Lines**	2			
Modem Speed	Max.33.6 khps			
Compression Method	MH, MR, MMR, JBIG			
Resolution	400 x 400 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi			
Sending/Recording Size	A4			
FAX memory	Up to 200 pages			
Speed dials	Max. 33.6 kbps			

Initials:_____

	Group dials/destinations - Max. 199 dials Sequential broadcast- Max. 200 addresses			
Memory backup	Yes			
Fax Features	Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed			
Software and Printer Management	All current Windows operating systems management tools Scanning software Optimization tools			
Consumables	Toner Cartridge/s TONER (Estimated Yield @6% Coverage) up to min 7,200 pages			
Maintenance cycle	Toner, Drum, Service, Parts and Transport and all other costs must be included in the copy charges A copy of the maintenance agreement must be attached			
PRICE PER MACHINE OVER 36 MONTHS	Costing			
TOTAL EXPENDITURE FOR MACHINE(S) OVER 36 MONTHS	Costing			
Options				
PF -1100 Paper feeder (Max.2 unit);	250 sheets: 60-163 g/m^2;A4,A5,B5, Letter, Legal, Custom (105x148 mm-216 x356 mm)			
Memory upgrade:	MD3-1024: 1,024 MB			

Initials:_____

UG-33	Thin Print support			
USB IC Card Reader + Card Authentication Ki(B)	Support for various authentication key Available			
CB-1100	Wooden cabinet			
Once off supply over 36 months	Costing			

ADMINISTRATION OF THE SCHEME

The successful bidder will handle all administration including maintenance orders and payment of services providers. Ministry of Information and Communication Technology will only be liable for monthly lease payments.

PHOTO COPY MACHINES DELIVERY

All Photo copy Machines must be delivered to the various locations/duty stations in all **Fourteen (14)** Regions.

ANNUAL INCREASES AND SAVINGS

- Pricing is fixed for the duration of the contract
- Bidder to provide Ministry of Information and Communication Technology with qualitative savings and cost savings incurred on a monthly basis.

CANCELLATION OF CONTRACT

- The contract of the Bidder may be terminated if Bidder is not adhering to the provision of conditions as set out in this document or any other special conditions of contract that may apply.

Initials:_____

Part III –Contract

Section VII. General Conditions of Contract

1. This sample contract for the Provision of Services has been prepared for use when hiring firms to provide Services paid on the basis of Time-Based remuneration.

2. Time-Based contracts are used when definition of the quantities to be performed is not certain and may be increased at any time depending on the need, when the commercial risk taken by the Service Provider is minimal, and when therefore such Service Provider/s are prepared to perform the assignment for an agreed predetermined rate. Such price is arrived at on the basis of inputs—including rates—provided by the Service Provider. The Employer agrees to pay the Service Provider according to a schedule of payments linked to the delivery of certain outputs. A major advantage of the time-based contract is the simplicity of its administration, the Employer having the flexibility of increasing the quantities and only to be satisfied with the outputs without monitoring the staff inputs.

3. The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Employer using this sample contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

These notes are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

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Section VII. General Conditions of Contract

A. General Provisions

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder **as specified in SCC.**

(b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;

(c) "Contract Period" means the period which the Services are required to be provided by the Service Provider as certified by the Employer **as indicated in the SCC**;

(d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract **as indicated in the SCC**;

(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6.2;

(f) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

(g) "Employer" means the party who employs the Service Provider **as specified in the SCC**

(h) "GCC" means these General Conditions of Contract;

(i) "Government" means the Government of the Republic of Namibia;

(j) "Local Currency" means Namibia Dollars;

(k) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

(l) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;

(m) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

(n) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;

(o) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer

(p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

(q) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer

(r) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.

(s) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of Namibia.

1.3 Language This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address **specified in the SCC.**

1.5 Location The Services shall be performed at such locations as are specified in **Appendix A**, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Republic of Namibia or elsewhere, as the Employer may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the Public Entity The Service Provider shall permit the Employer to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so required by the Latter.

Initials:_____

1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC,** no later than 30 days after the notification of award was issued.

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.10. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms

and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

(i) "corrupt practice"[6] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[7] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to

[6] For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[7] For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[8] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[9] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

(e) In case the liquidated damage reaches the maximum as per sub- clause 3.10.1.

(f) Notwithstanding the above the Employer may terminate the contract for its convenience after giving a prior notice of 30 days.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within Sixty (60) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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[8] For the purpose of this Contract, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

[9] For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Initials:_____

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Republic of Namibia which would conflict with the activities assigned to them under this Contract;

(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

(c) after the termination of this Contract, such other activities as may be **specified in the SCC.**

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Assignment

The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.

3.5 Indemnification

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

3.6 Insurance to be Taken Out by the Service Provider

(a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation insurance, or its equivalent, with respect to

its employees to cover claims for personal injury or death in connection with this Contract.

(c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

(d) Except for the Employer's Liability and Workmen's compensation insurance, the insurance policies under this clause shall:

(i) Name the Employer as additional insured;

(ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer;

(iii)Provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

3.7 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

(c) changing the Program of activities; and

(d) any other action that may be **specified in the SCC.**

3.8 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.9 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.8 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer,

together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.10 Liquidated Damages

3.10.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.10.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.10.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.11 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Notification of award. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer, and denominated in Namibia Dollars. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it

Initials:_____

becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have:

(i) committed serious misconduct or have been charged with having committed a criminal action, or

(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E.

6. Payments to the Service Provider

6.1 Time-Based Remuneration The Service Provider's remuneration shall not exceed the Contract Price rates and shall be subject to the quantities performed as agreed with the purchaser including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

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6.2 Contract Price

The price payable in Namibia Dollars is the corrected bid price accepted in terms of the award or the total amount in terms of the Contract Agreement signed by the Parties, whichever is applicable.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, an increase in the remuneration may be done by increasing the quantities multiplied by the unit price thereto provided in Appendices D and E.

6.4 Terms and Conditions of Payment

6.4 Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Namibia for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

6.5 If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \ Lmc/Loc + C_c \ Imc/Ioc$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index

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prevailing 30 days before Bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 30 days before Bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

6.8 Labour Clause

6.8.1 (a) The remuneration and other conditions of work of the employees of the Service Provider shall not be less favourable than those established for work of the same character in the trade concerned-

(i) by collective agreement applying to a substantial proportion of the employees and employers in the trade concerned;

(ii) by arbitration awards; or

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other

conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

6.8.2 No Service Provider shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:

(a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;

(b) stating whether any remuneration payable in respect of work done is due;

(c) containing such other information as the Accounting Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

6.8.3 Where the Accounting Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.

6.8.4 Every Service Provider shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC.** The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 **Correction of Defects, and lack of Performance Penalty**

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

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(b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.10.3

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 15 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 30 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC,** together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC.**

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority

designated in the SCC at the request of either party, within 15 days of receipt of such request.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator will be agreed upon by both parties when needed
1.1(c)	The Contract Period is: **Three (3) years as from the date of award.**
1.1(d)	The contract name is **Hiring of Twenty-five (25) photocopy machines.**
1.1(g)	The Employer is **Ministry of Information and Communication Technology**
1.1(k)	The Member in Charge is **Mr. Andreas Amunyela**
1.4	The addresses for delivery of notices are: Employer: **Ministry of Information and Communication Technology / Trust Building** Attention: **The Procurement Management Unit** Service Provider:_____ Attention: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Employer: **Audrin Mathe: Executive Director** For the Service Provider:_____
2.1	The date on which this Contract shall come into effect: As agreed by both parties
2.2.2	The Intended Starting Date for the commencement of Services; As agreed by both parties
2.3	The Intended Completion Date is: **As agreed by both parties.**
2.5.1.	Public Entity to define was is considered as extreme conditions: N/A
3.2.3	Activities prohibited after termination of this Contract are: N/A
3.1	A Performance Security shall be required The amount of the Performance Security is N/A

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3.10.1	The liquidated damages rate is 5% The maximum amount of liquidated damages for the whole contract is 5% of the final Contract Price.
3.10.3	The percentage of the cost of having a Defect corrected to be used for the calculation of Lack of performance Penalty/(ies) is 3% The Defects Liability Period is: **If a photocopy machine did not work for a period of one month or more 2% be deducted from the total price of that specific month.** The defects liability period should be aligned with the warranty provided by the manufacturer
5.1	The assistance and exemptions provided to the Service Provider are: ***None***
6.4	Payments shall be made according to the following schedule: • Payments will be done on a monthly basis based on the delivery of the services, upon receipt of invoice/s,
6.5	Payment shall be made within *30* days of receipt of the invoice/s and the relevant documents specified in Sub-Clause 6.4.
6.6.1	Price adjustment is not to be applied in accordance with Sub-Clause 6.6.
7.1	The procedures for inspection of the Services by the Employer are as follows: **The supplier should deliver new photocopy machines and inspection will be conducted upon delivery.** The Defects Liability Period is **3 years.**
8.2.3	The Adjudicator: **Attorney General**
8.2.4	The arbitration procedures of the following institutions will be used: Arbitration as per the Laws of Namibia,
8.2.5	The designated Appointing Authority for a new Adjudicator is both parties

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Section IX. Contract Forms

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Form of Contract

TIME-BASE REMUNERATION

This CONTRACT (hereinafter called the "Contract") is made the *[.....]* day of the month of *[.....]*, year *[.....]*, between, on the one hand, *[name of Employer.....]* (hereinafter called the "Employer") and, on the other hand, *[name of Service Provider.....]* (hereinafter called the "Service Provider").

[***Note**: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:* "...(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of..... at a rate of N$ per unit;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

(a) the Notification of award;

(b) the Service Provider's Bid

(c) the Special Conditions of Contract;

(d) the General Conditions of Contract;

(e) the Scope of Service and Performance Specifications;

(f) the Priced Activity Schedule; and

(g) The following Appendices:

[***Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Initials:_____

Appendix D: Breakdown of Contract Price in Local Currency

Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

   (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

_____

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

_____

[Authorized Representative]

[***Note**: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

_____

[name of member]

_____

[Authorized Representative]

_____

[name of member]

_____

[Authorized Representative]

Invitation for Bids (IFB)

Ministry of Information and Communication Technology

HIRING OF TWENTY-THREE (23) PHOTOCOPIER MACHINES FOR A PERIOD OF THREE (3) YEARS

OPEN NATIONAL BIDDING

NCS/ONB/29 – 43/2024

1. Bids are invited through Open National Bidding (ONB) procedures for Provision of **Hiring of Twenty- Five (25) photocopier machines** to the Ministry of Information Communication and Technology for a Period of Three (3) Years and the invitation is restricted to companies incorporated in Namibian in line with Section 29 (b) of the Public Procurement Act No.15 of 2015 as Amended.

2. Interested eligible bidders may obtain further information from the Ministry of Information Communication and Technology; Procurement Management Unit at PMU@mict.gov.na or at the address given below from 08H00 to 17H00.

3. Qualifications requirements include: As detailed in the Evaluation Criteria in the Bidding document. A margin of preference for certain goods manufactured domestically shall not be applied. Additional details are provided in the Bidding Documents. **Attach the original proof of payment when submitting the bidding document.**

4. A complete set of Bidding Documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee **N$300-00**. **The method of payment will be cash at Trust Building, 2nd floor.**

5. Bids must be delivered to: Ministry of Information Communication and Technology; **Independence Avenue; Trust Building; 2nd Floor entrance** by **28 October 24** Electronic bidding **will not** be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at: **Ministry of Information and Communication Technology; Trust Building; 2nd Floor Media Room; at 10:30;** All bids must be accompanied by a **Bid Securing Declaration**.

6. **The address referred to above is:**

Procurement Management Unit,
Ministry of Information Communication and Technology
Trust Building, Independence Avenue,
Windhoek, Namibia.

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