



BIDDING DOCUMENTS ISSUED

ON: 02 April 2024

FOR

Supply, Delivery and Commissioning of a Back-up Generator

Procurement Reference No: G/ONB/NEPC-02/2024

COST: N\$100.00

CLOSING DATE: 08 May 2024 on or before 11: 00 A.M

BIDDER'S NAME:	
CONTACT DETAILS:	CONTACT PERSON:
	TELL:
	EMAIL:
DESCRIPTION OF GOODS AND SERVICES	SUPPLY, DELIVERY AND COMMISSIONING OF A BACK-UP GENERATOR
TOTAL AMOUNT (INCL. VAT)	N\$

Board of Directors: Dr. John M. Sifani (Chairperson), Edwin Tjiramba (Deputy Chairperson), Helena Amutenya, Johannes Sheya
Christof Maletsky (Chief Executive Officer)

NOTICE TO BIDDERS

- **Please take note to initial all pages of the bidding document and initial all the supporting documents including company profiles, brochures, Failure to do so will result in disqualification of the bidder.**
- **Take note to sign all relevant pages as stipulated in the bidding document.**
- **Take note to stamp all pages where it is indicated that a stamp is required in addition to the signatures.**
- **Please take note to submit One (1) original, One (1) copy and a scanned PDF version of the complete document together with supporting documents (soft copy) in a virus-free USB.**
- **Please take note to pay for the document and attach your proof of payment in your submission.**

NEPC Banking Details

Bank Windhoek

Account NO: 1179904901

Branch Code: 481972

Cheque Account

To: New Era Publication Corporation
Daniel Tjongarero House
Corner of Dr. W. Kulz and Kerby Street
Windhoek

**Supply, Delivery and Commissioning of a Back-up Generator
RESPONSIVENESS CRITERIA CHECKLIST:**

The Bidding Form: Responsiveness Criteria Checklist comprises part of the Standard Bidding Documents.

Data left open or [square bracketed] shall be populated/ filled in/completed by the Bidder.

The completed Bidding Form: Responsiveness Criteria Checklist shall be submitted as part of the Bid submission, together with all relevant supporting information filed under the specific referenced Bidding Forms.

Section I: Instructions to Bidders and Section II. The bidding Data Sheet is for information purposes to assist bidders with regard to the entire bidding process;

Section III - Evaluation Criteria gives an overview of the criteria bidders will be evaluated on; Information from Forms is utilized in the Eligibility, Administrative, Technical and Financial Evaluation;

Section VII. General Conditions of Contract gives an overview of the type of contract used for this procurement;

Please answer the questions highlighted in the “REQUIREMENT” column by indicating “YES” or “NO” in the relevant boxes. Bidders that are unable to answer “YES” to questions marked MANDATORY in the table below shall be considered unresponsive and such Bids would be rejected.

DECLARATION

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

hereby declare that:

- I have read and understood the contents of *Section I. Instructions to Bidders, Section II. Bidding Data Sheet and Section VII. General Conditions of Contract.*
- I have been given the opportunity to seek clarifications during the bidding process;
- Wherever there is an amount required to be inserted, I have inserted the amounts and I have signed the specific pages/sections as per the requirement in the table below;
- I sign this declaration without prejudice in favor of New Era Publication;

Section I– Instruction to Bidders

ITB REFERENCE	SECTION OF SBD	REQUIREMENT	YES/NO
ITB 27	Section III - Evaluation Criteria	Have you initialed all pages of the section? MANDATORY	
ITB 9	Bid Submission Form	Have you signed the Bid submission form? MANDATORY	
ITB 9	Bid Securing Declaration	Have you signed the Bid Securing Declaration? MANDATORY	
ITB 9	Written undertaking in terms of section 138 of the Labour Act, 2007	Have you signed the written undertaking in terms of section 138 of the Labour Act, 2007? MANDATORY	
ITB 5	Qualification Information	Have you initialed all pages of the Qualification Information section	
ITB 9	Section IV – Priced Activity Schedule	Have you initialed all pages of Section IV? MANDATORY	
ITB 9	Section V. Supply Requirement	Have you initialed all pages of Section V? MANDATORY	
	All supporting Documents including third party documents	Have you initialed all supporting documents including third party documents? MANDATORY	

Signature:

Date:

SECTION I: INSTRUCTIONS TO BIDDERS

A. General

- 1. Scope of Bid**
- 1.1** The Public Entity referred to herein after as the Procuring Agent, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and reference number of the Contract is **provided in the BDS**.
- 1.2** The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **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 working 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 procurement 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
Moltke Street
Windhoek, Namibia
Email address: kaarina.kashonga@mof.gov.na**
- Source of Funds**
- 2.2** **Unless otherwise stated in the BDS**, this procurement shall be financed by the Public Entity’s own budgetary allocation.
- 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 Procuring Agent 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 Procuring Agent to inspect any accounts and records and other

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.

Section I– Instruction to Bidders

documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Procuring Agent.

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 9) of the Public Procurement Act, 2015.

4. Eligible Bidders

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, must only have the nationality of Namibia. Participation is limited to citizens of Namibia or entities incorporated in 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 the 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://lnadb4.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 Procuring Agent, as the Procuring Agent 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 Procuring Agent must not request the

submission of that document. The non-submission of the document by the Bidder on/before closing will lead to the rejection of its bid.

5.3 If the Procuring Agent 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 three 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 Procuring Agent 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:

- (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) Public Entity to insert any other additional qualifying criteria in the **BDS**.

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 5.4(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 Procuring Agent 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 Procuring Agent 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.

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 Procuring Agent in writing or by facsimile at the Procuring Agent’s address indicated in the invitation to bid. The Procuring Agent 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 Procuring Agent’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 Procuring Agent 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 Procuring Agent.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agent shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

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 Procuring Agent 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 languages 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):
 - a) have a certified copy of company Registration Document;
 - b) have a valid original or valid certified copy of an original of good Standing Tax Certificate (**valid at the deadline of submission of bid**), (**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)**),
 - c) have a valid original or valid certified copy of good Standing Social Security Certificate; (**valid if issued on or after bid advertisement date**) (**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)**),
 - d) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant Procuring Agent, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 or in the event that the affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer did submit the report for the period following from the date when the certificate was issued; (**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)**),
 - e) have a certificate indicating SME Status (for Bids reserved for SMEs); and
 - f) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of

the General conditions of Contract if it is awarded the contract or part thereof; and;

(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, Section IV, based on the priced Activity Schedule, Section V, submitted by the Bidder. The price to be quoted by the bidder must be in Namibian Dollars only.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section IV-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 Procuring Agent 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 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 and 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 lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder Namibian Dollars Only.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Procuring Agent 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 Namibian Dollars to the Bidder selected for award, shall be adjusted by applying to both the Namibian Dollars 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 Namibian Dollars Only or a freely convertible currency with a counter-guarantee from a commercial bank from Namibia, and shall:
- (a) be issued by a reputable overseas bank located in any eligible country 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 IV, Bidding Forms;
 - (c) be payable promptly upon written demand by the Procuring Agent in case the conditions listed in ITB Sub-Clause 17.6 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

Section I– Instruction to Bidders

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 Procuring Agent 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 16.1, 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.

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 Procurement Policy Unit.

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 Procuring Agent, 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 Procuring Agent. 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 must 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 Procuring Agent, 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.

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 Procuring Agent 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 Procuring Agent 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 Procuring Agent at the address specified above no later than the time and date **specified in the BDS.**

21.2 The Procuring Agent 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 Procuring Agent 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 Procuring Agent 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 Procuring Agent 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 Procuring Agent may consider appropriate, will be announced by the Procuring Agent 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 Procuring Agent 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 Procuring Agent’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 Procuring Agent, 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 Procuring Agent may, at the Procuring Agent’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 Procuring Agent 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 Procuring Agent 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 Procuring Agent 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 Procuring Agent, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Procuring Agent in the Procuring Agent’s bid evaluation or contract award decisions will 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 Procuring Agent 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 Procuring Agent’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 Procuring Agent, 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 Procuring Agent for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agent 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 Procuring Agent 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**
- 29.1 The Procuring Agent will conduct all evaluation in Namibian Dollars in which the Bid Price is submitted, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) in Namibian Dollars.

30. Evaluation and Comparison of Bids

- 30.1 The Procuring Agent 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 Procuring Agent 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 Procuring Agent 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 Procuring Agent 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.

F. Award of Contract

- 32. Award Criteria** 32.1 Subject to ITB Clause 33, the Procuring Agent 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. Procuring Agent’s Right to Accept any Bid and to Reject any or all Bids** 33.1 Notwithstanding ITB Clause 32, the Procuring Agent 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 Procuring Agent shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. In line with section 55 (4) and (5) of the Public Procurement Act, Act No. 15 of 2015 as amend, (4A) A bidder referred to in subsection (4)(b) may, within seven days from the date of receipt of the notice referred to in subsection (4), apply to the Board or public entity to reconsider its selection of a bid for award and the Board or public entity must, within seven days from the date of receipt of the application, notify the bidder of its decision. (4B) If the bidder referred to in subsection (4A) does not, in terms of that subsection, receive a response from or is not satisfied with a decision of the Board or public entity the unsuccessful bidder may within the seven days referred to in section 59 apply to the Review Panel for review of the decision or action as contemplated in section 59(1). (4C) An accounting officer or the Chairperson of the Board where the Board is procuring on behalf of a public entity, may not award a contract or sign any agreement during the standstill period and any contract awarded

Section I. Instructions to Bidders

or agreement signed during the standstill period is invalid ab initio. (4D) A bidder who is aggrieved by a decision or action of the Board or public entity must exhaust remedies under this section before applying for review under section 59(1). (5) If - (a) no application for reconsideration is made by any bidder under subsection (4A); or (b) after the Board or public entity has made a decision on an application under subsection (4A) and no application for review is made under section 59(1), the accounting officer or the Chairperson of the Board where the Board is procuring on behalf of a public entity, must award the procurement contract to the successful bidder. It will state the sum that the Procuring Agent 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 Letter of Acceptance the Procuring Agent shall publish on the Procuring Agent's website: <https://www.cpb.org.na/index.php/awards> , the results of the Bidding process.

34.2 The issue of the Letter of Acceptance will constitute the formation of the Contract.

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

35. Performance Security

35.1 Within 30 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Procuring Agent a Performance Security in the amount and in the form of a Bank Guarantee **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and 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.

Section I. Instructions to Bidders

- 36. Advance Payment and Security** 36.1 The Procuring Agent 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 Procuring Agent 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 Letter of Acceptance, the Procuring Agent 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 Procuring Agent 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.

SECTION II. BIDDING DATA SHEET

A. General	
ITB 1.1	<p>The Procuring Agent is: New Era Publication Corporation</p> <p>The Name of Procurement: Supply, Delivery and Commissioning of a Back-up Generator</p> <p>Procurement Reference Number: G/ONB/NEPC-02/2024</p> <p>All prices shall be Inclusive of VAT.</p>
ITB 1.2	The Intended Contract Period is within Five (5) Weeks after Purchase Order
ITB 2.2	The Funding Agency is: New Era Publication Corporation
ITB 5.2(a)	Pre-qualifications have not been carried out.
ITB 5.3	<p>Bidders shall include the following additional information and/or documents with their bids;</p> <p>None</p>
ITB 5.3(b)	<p>This authorization shall be in the form of a power of attorney and shall be attached to the bid. The Bidder (Company or CC) shall delegate the power of attorney to the authorized representative to act on behalf of the bidder. This power of attorney shall be accompanied by a Board resolution or a Members’ resolution (in the case of a close corporation), granting delegated authority to the authorized representative and shall be signed by the directors of the company or member(s) of the close corporation.</p> <p>The name and position held by each person signing the power of attorney must be typed or printed below the signature.</p> <p>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.</p> <p>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose. Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf.</p>

ITB 5.4	<p>The information needed for Bids submitted by joint ventures is as follows:</p> <p>(a) The Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;</p> <p>(b) The Bid shall be signed so as to be legally binding on all partners;</p> <p>(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;</p> <p>(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</p> <p>(e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.</p>
ITB 5.5(a)	minimum average annual financial amount of work over the period: Not Applicable
ITB 5.5(b)	<p>The experience required to be demonstrated by the Bidder should include as a minimum that bidder has executed during the last 3 years the following:</p> <ul style="list-style-type: none"> • Proof of Goods Conformity • Three (3) traceable references of similar work
ITB 5.5(c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be.</p> <p>None</p>
ITB 5.5 (e)	N/A
ITB 5.5 (f)	Any other additional qualifying criteria: N/A
ITB 5.6	Subcontractors' experience will be considered.
ITB 8.1	<p>A compulsory and non-disqualifying pre-bid meeting shall be held.</p> <p>The address and date for the pre-bid meeting will be:</p> <p>Date: 05 April 2024 at 11H00 am (Namibian Time)</p> <p>Location: New Era Publication Corporation (Daniel Tjongarero House)</p> <p>It is recommended that the pre-bid meeting is attended by technical staff/personnel within the company structure. An attendance confirmation form will be issued to bidders who attend the pre-bid meeting and signed by</p>

	<p>a representative from the Procuring Agent (NEPC).</p> <p>Please note that representatives attending the pre-bid meeting will not be allowed to attend and sign on behalf of more than one bidder.</p>
B. Bidding Data	
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be one (1) original and one (1) copy with supporting documents as well as a scanned PDF version in a USB.
C. Preparation of Bids	
ITB 10.1	All clarifications, in writing and clearly containing the bid reference number should be sought not later than 18 April 2024, 14 days before the closing date and must be addressed to ashangano@nepc.com.na
ITB 13.1(g)	The additional materials required to be completed and submitted are: N/A
ITB 14.4	The Contract is not subject to price adjustment (SCC 6.6.1)
ITB 16.1	The period of Bid validity shall be One Hundred and Eighty (180) days after the deadline for bid submission.
ITB 17.1	A Bid Securing Declaration must be submitted with the bid. The Bid-Securing Declaration shall be in the form of a signed and/or stamped subscription in the Bid Submission form.
ITB 17.3	The amount of Bid Security shall be: Not Applicable. a) Bidder shall subscribe to a Bid Securing Declaration
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted.
ITB 18.4	<p>Alternative technical solutions shall be permitted for the following parts of the Services: None</p> <p>If alternative technical solutions are permitted, the evaluation method will be as follows: None</p>

D. Submission of Bids	
ITB 20.2	<p>The Procuring Agent's address for the purpose of Bid submission is: The address and date for the Bid Submission will be:</p> <p>New Era Publication Corporation Daniel Tjongarero House c/o Dr. W. Kulz & Kerby Street , Windhoek Tel 061 2080800</p> <p>For identification of the bid the envelopes should indicate:</p> <p>Name of Procurement: Supply, Delivery and Commissioning of a Back-up Generator</p> <p>Procurement Reference Number: G/ONB/NEPC-02/2024</p> <p><i>Markings on envelope:</i> “DO NOT OPEN BEFORE CLOSING DATE AND TIME”</p>
ITB 21.1	<p>The deadline for submission of bids shall be:</p> <p>Date: 08 May 2024</p> <p>Time: on or before 11: 00 A.M</p>
E. Bid Opening and Evaluation	
ITB 24.1	<p>The Bid opening shall take place at:</p> <p>New Era Publication Corporation Daniel Tjongarero House Corner of Dr. W. Kulz and Kerby Street Windhoek</p> <p>Date: 08 May 2024</p> <p>Time: 11:05 A.M</p>
F. Award of Contract	
ITB 35.1	The Performance Security: Not Applicable
ITB 36.1	The Advance Payment are not applicable
ITB 37.1	<p>Adjudication will be as per the Laws of Namibia. The adjudication procedures of the following institutions will be used:</p> <p>“Following notice of intention to commence adjudication issued by either party, an Adjudicator shall be appointed by both parties to the dispute. The Adjudicator fees as taxed will borne by the losing party. Any decision of the Adjudicator shall be final and binding to both parties.”</p>

SECTION III- EVALUATION AND QUALIFICATION CRITERIA

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

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding documents in every aspect will be at the Bidder's risk and may result in the rejection of its bid.

The Procuring Agent shall award the Contract(s) to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents.

All certified documents must be 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)) will be accepted. No colour photocopies are allowed.

The Bid evaluation shall comprise of the following stages:

- Stage-1: Responsiveness check which includes Eligibility Evaluation check, Preliminary/Administrative Requirement evaluation of the bids, and Mandatory Documents/Requirement evaluation of the bids
- Stage-2: Technical Evaluation and conflict of interest
- Stage-3: Financial Evaluation, bidders will be ranked according to the price quoted to determine the lowest evaluated substantially responsive bid.

STAGE 1**1. ELIGIBILITY EVALUATION**

ELIGIBILITY				
No.	ITB Reference	Mandatory Requirements	Yes	No
1.1	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?		
1.2	4.3 (b)	Does the bidder appear on any of the development bank ineligibility lists as follows: <ul style="list-style-type: none"> • 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		
1.3		Has the bidder been debarred/blacklisted in the last 3 years?		

Note: Bidders who appear in any of the ineligibility lists will be deemed non-responsive, therefore disqualified and excluded from further evaluation and comparison process and will not be considered further.

2. PRELIMINARY/ADMINISTRATIVE REQUIREMENTS

No.	ITB Reference	Administrative Requirements	Yes	No
2.1	ITB 12.1	Is the bid as well as all correspondence and documents written in English?		

No.	ITB Reference	Administrative Requirements	Yes	No
2.2	ITB 19.2	Are all pages of the bid signed and/or initialed by the person or persons authorized on behalf of the bidder?		
2.3	ITB 17.2 Page 40	Has the authorized representative of the bidder completed, signed and/or stamped the Bid Submission Form as per (Section IV bidding forms)?		
2.4	ITB 16.1	Has the bidder offered the period of bid validity of One hundred and eighty (180) days, as specified in the Bidding Data Sheet?		
2.5	ITB 17.1 Page 42	Has the bidder submitted a completed, signed and/or stamped Bid Securing Declaration?		
2.6	ITB 5.3 (ii)	Has the bidder enclosed proof of payment/receipt/tax invoice for this bid? <i>(In the event that the bidder is found not to have purchased the bid document according to NEPC records, the bidder will be disqualified)</i>		

Note: The Bidders' submission will either be responsive or non-responsive. Bidders deemed non-responsive to any of the above administrative requirement(s) will be disqualified from the entire evaluation process and will not be considered further.

3. MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

Mandatory Documents / Requirements				
No.	ITB Reference and/or page number	Mandatory Requirements	Yes	No
3.1	ITB 13.1 (f) 1	Has the bidder submitted a certified copy of company Registration Documents? Provide evidence of Company registration documents and Namibian Identity Documents (IDs) of shareholdings of owners.		

Mandatory Documents / Requirements				
No.	ITB Reference and/or page number	Mandatory Requirements	Yes	No
		<i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i>		
3.2	ITB 13.1 (f) 2.	Has the Bidder provided a valid original or valid certified copy of an original Good Standing Tax Certificate (valid at the deadline of submission of bid);(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))?, <i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i>		
3.3	ITB 13.1 (f) 3	Has the Bidder provided a valid original or valid certified copy (valid if issued on or after bid advertisement date) 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))?, <i>In the case of Joint Ventures (JV), each JV partner must comply with the above.</i>		
3.4	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, (valid at the deadline of submission of bid) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (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))?, <i>In the case of Joint Ventures (JV), each JV partner must</i>		

Mandatory Documents / Requirements				
No.	ITB Reference and/or page number	Mandatory Requirements	Yes	No
		<i>comply with the above.</i>		
3.5	ITB 13.1 (f) 6. Page 46	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 on Page 46?		
3.6	ITB 5.3 (b)	Has the bidder provided written Power of Attorney? <i>(Template on page 49 to be completed, signed and stamped).</i> Note: Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf.		
3.7		Are all the required documentary proof obtained from third party organizations 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)		

Note: The Bidders' submission will either be responsive or non-responsive. Bidders deemed non-responsive to any of the above Mandatory Requirements Document Evaluation Criteria will be disqualified from the entire evaluation process and will not be considered further.

TECHNICAL EVALUATION					
(Marks for the criterion and sub-criteria to be inserted by the Procuring Agent)				Maximum Mark	Allocated Marks
Company Experience					
4.1	<p>A minimum of 3 years' Service providers' experience in Generator Supply, Delivery and Commissioning.</p> <p>(Reference verification will be done by Bid Evaluation Committee by calling or emailing)</p> <p>At least three references must be provided. These references should include the name of the entity, nature of contract, contact person and office telephone number and email address.</p>	9-and above years' experience substantiated by two reference letters	30	30	
		6 – 8 years' experience substantiated by three reference letters	25		
		3 - 5 years' experience substantiated by three reference letters	21		

NB: Only bidders that obtained 70% and above will be considered for Financial Evaluation

1. CONFLICT OF INTEREST

Conflict of Interest				
No.	ITB Reference and/or page number	Mandatory Requirements	Yes	No
6.1	ITB 6.1	Does the bidder have a controlling partner in common with one or more parties in this bidding process? OR Does the bidder receive or have the bidder received any direct or indirect subsidy from any of the controlling partners?		
6.2	ITB 6.1	Does the bidder have the same legal representative with any other bidder(s) for purposes of this bid?		
6.3	ITB 6.1	Does the bidder have a relationship with any other bidder(s), 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 Procuring Agent regarding this bidding process?		
6.4	ITB 6.1	Has the bidder participated in more than one bid in this bidding process? <i>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</i>		
6.5	ITB 6.1	Has the bidder, owner, shareholders 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 this Bid?		

Note: All Bidders found to have a conflict of interest shall be disqualified.

Note: The conflict of interest will be evaluated throughout all the stages of the evaluation process

STAGE 3

2.FINANCIAL EVALUATION

7.1 Bidders will be ranked according to price quoted or offers (from lowest to highest). The contract shall be awarded to the lowest evaluated substantially responsive bid in terms of Section 55 (1) of the Public Procurement Act, 2015 (Act No. 15 of 2015).

7.2 Margin of Preference is applicable as per the Codes of Good Practice.

Authorised Bidder signature: _____

Date: _____

Company Seal/Stamp

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 Namibian Dollars, after discounts offered in item (d) below is:

Total quoted amount (Inc.VAT)	
--------------------------------------	--

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our bid shall be valid for a period of **180 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;
- (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 Letter of Acceptance, 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 NAD	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: _____

⁵ Use one of the two options as appropriate.

Name: ..

In the capacity of: ..

Signed: ..

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

Date: ..

Seal of Company ..

BID SECURING DECLARATION

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

Date:

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*



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, as amended.

EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number:.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I 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*

COMPANY SHAREHOLDING INFORMATION FORM

Name of Shareholders and the percentage shares owned:

Name of Shareholder	Namibian (Yes/No)	Age	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	Percentage shares
							Total = 100%

Date: 02 April 2024

Procurement Management Unit
New Era Publication Corporation
c/o Dr. W. Kulz & Kerby Street
Windhoek

Dear Sir/Madam,

RE: Supply, Delivery and Commissioning of a Back-up Generator

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)

Note: Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf

Letter of Invitation

Dear Prospective Bidders

G/ONB/NEPC-02/2024

02 April 2024

Dear Sirs/Madam

Request for Quotations for the Supply, Delivery and Commissioning of a Back-up Generator

The New Era Publication Corporation invites you to submit your best quote for the items described in detail hereunder.

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

Queries, if any, should be addressed to *Mr Amon N. Shangano Tell: 0812080800 e-mail: ahangano@nepc.com.na*

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,



Amon N. Shangano

Head of Procurement Management Unit

ahangano@nepc.com.na

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: Supply, Delivery and Commissioning of a Back-up Generator
Procurement Ref No G/ONB/NEPC-02/2024

INSTRUCTIONS TO THE PUBLIC ENTITY				INSTRUCTIONS TO BIDDERS		
Kindly read the Scope of Work and Specifications to aid you in correctly completing this Part				<u>Bidders shall fill-in columns E - I and fill the total</u> <ul style="list-style-type: none"> If an equivalent is quoted, please attach to your quote appropriate technical information & specification Bidders shall fill in and sign the bottom section of this page 		
A	B	C	D	E	F	G
Item no.	Description of Goods	Quantity required	Unit of measures	Price per unit NAD ¹ Excl. VAT	Total price per unit NAD ² Incl. VAT	Delivery – (weeks/days/month)
	Generator Specification					
1.	Supply and Delivery of a Generator: 66KVA 3P Outdoor Semi Silent, Auto Start Generator	1	item			
2.	Installation, Testing and Commission of a 66KVA 3P, outdoor semi-silent, grid tied, auto start backup generator as per SANS 10142-1:2020.	1	Unit			
	Description: VOLVO PENTA Diesel Engine, water-cooled TAD 531 GE, 4-Cylinder 4 stroke turbo with electric starter and electric fuel solenoid close coupled to a Marelli or equivalent 66KVA, 400 Volt, 91 Amp, 3 Phase alternator					
	TOTAL					
Total VAT inclusive N\$.....						
NAME:		POSITION:		SIGNATURE:		DATE:
NAME OF BIDDER:		ADDRESS:				

1. If Price quoted is subject to change in rate of exchange at the time of delivery of goods provide details hereunder:

Currency: NAD

If no base rate of exchange is given, the price shall be treated as firm in Namibian Dollars for all intent and purpose.

SECTION V. SCOPE OF SERVICE AND PERFORMANCE SPECIFICATIONS

SUMMARY OF PROPOSED PROCUREMENT

BACKGROUND

The New Era Publication Corporation (NEPC) has a mandate to produce and distribute the New Era newspaper. The services to produce, print and distribute the newspaper are done at the office building, thus, requiring a back-up power source to enable the continuity of work. NEPC currently do not have any back-up power supply in cases of electricity blackouts and its UPS is not serviced.

It is for the above reason that NEPC is seeking for the outsourcing a of back-up power Generator as well as servicing and repairing of its UPS at its Head Office in Windhoek.

The following are the expected outcomes of the contract:

- Service provider that can supply, install, test and commission a 66KVA 3P, outdoor semi-silent, grid tied, auto start backup generator as per SANS 10142-1:2020.
- Service provider that can replace the existing main MCB (100A) with a 125A 3P.
- Service provide that can supply, trench and terminate a 35mm² X 20m PVDAC cable between the generator and the Kiosk under the existing interlocks.
- Service provider that can supply and install a ComAp generator controller.
- Service provider that can earth the installation as per the SANS 10142-1:2020
- Service provider that are reliable and committed to deliver as per the tender prescription.

SCOPE

Service required is to Supply, Deliver and Install a Back-up power Generator.

Below is the existing infrastructure:

- 1 X 12 MOD grid supplied kiosk
- 1 X 100A Din rail breaker
- 35mm² 4 core supply cable
- 2 X Subs DBs

Scope of Wok:

- Supply, install, test and commission a 66KVA 3P, outdoor semi-silent, grid tied, auto start backup generator as per SANS 10142-1:2020
- Supply, trench and terminate a 35mm² X 20m PVDAC cable between the generator and the kiosk under the existing interlocks
- Supply and install a ComAp generator controller

- Earth the installation as per the SANS 10142-1:2020
- Provide a Schematic Drawing of the Generator Installation

Generator specifications

- VOLVO PENTA Diesel Engine, water-cooled TAD 531 GE, 4-Cylinder 4 stroke turbo with electric starter and electric fuel solenoid close coupled to a Marelli or equivalent 66KVA, 400 Volt, 91 Amp, 3 Phase alternator
- Mounted on a “U”-channel frame with anti-vibration mountings
- Base mounted 500 litre Diesel tank with level indicator and low fuel stop, exhaust system
- Starter battery (including safety circuits and instrumentation)
- ComAp Air gate controller
- Automatic Transfer Switch
- Weight of set +/- 1580KGyui

Section VI.

General Conditions of Contract

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 indicated in the 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) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (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 **specified 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) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (i) “GCC” means these General Conditions of Contract;
- (j) “Government” means the Government of the Republic of Namibia;
- (k) “Local Currency” means Namibian Dollars;
- (l) “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;

- (m) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (n) “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;
- (o) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (p) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (r) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (s) “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.
- (t) “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.

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 and such other later date as may be **stated in the SCC**.

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 no later than 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

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.

misleads, or attempts to mislead, a party to 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 2.6.2:

- (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 7 within forty-five (45) 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

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.

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.

unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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 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.

**Interested
in Project**

**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**

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

the Property of the Employer

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 Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. 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 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 F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum 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.

6.2 Contract Price The price payable in Namibian Dollars is **set forth in the SCC**.

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, a breakdown of the lump-sum price is 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:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

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

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index 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 Z_o/Z_n will be applied to the respective component factor of pn for the formula of the relevant currency. Z_o 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 Z_n 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
- (iii) by Remuneration Orders.

(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 Chief Executive 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 Chief Executive 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.
- (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 14 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 14 days of receipt of such request.

Section VII. Special Conditions of Contract

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p>The Adjudicator proposed by the Procuring Agent is a person to be nominated by the President of the Law Society of Namibia on the instruction of the Employer</p> <p>The Adjudicator proposed by the Employer: Adjudication will be as per the Laws of Namibia. The adjudication procedures of the following institutions will be used:</p> <p>Following notice of intention to commence arbitration issued by either party, an Adjudicator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitration to be appointed by a judge in Chambers of Namibia. The Arbitrator fees as taxed will borne by the losing party. Any decision of the Adjudicator shall be final and binding to both parties.</p>
1.1(c)	The Contract Period is: Once Off
1.1(d)	The contract name is: Supply, Delivery and Installation of a Backup Generator
1.1(g)	The Employer is: New Era Publication Corporation
1.1(k)	The Member in Charge is:
1.1(o)	The Service Provider is: <i>[insert name]</i>
1.4	<p>The addresses for notices are:</p> <p>Employer: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer _____</p> <p>For the Service Provider: _____</p>

2.1	<p>The date on which this Contract shall come into effect is:</p> <p>The date of Signing this contract</p>
2.2.2	<p>The Intended Starting Date for the commencement of Services is: The date of Signing this contract</p>
2.3	<p>The Intended Completion Date is within Five (5) Weeks after Purchase Order</p>
3.2.3	<p>Activities prohibited after termination of this Contract are: sharing confidential information</p> <p>_____</p>
3.7(d)	<p><i>Not Applicable</i></p>
3.9	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>Sharing confidential documents even after contract lapse</p>
3.10.1	<p>The liquidated damages rate is: 0.5%</p> <p>A normal figure used for assessing liquidated damages is 0.5% per week of delay with a maximum of 2.5%. This means that the vendor's maximum liability becomes operative after a 5 weeks' delay and is limited to 2.5% of the contract value</p>
3.10.3	<p>The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty is 0.5% per week The Defects Liability Period is: 24 hours</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>Not Applicable</p>
6.2	<p>The amount in Namibian Dollars: As per invoice.</p>
6.4	<p>Payments shall be made according to the following schedule:</p> <p>As per the work done in accordance with the daily printing quoted prices.</p>
6.5	<p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4,</p> <p>The interest rate is: current inflation rate</p>
6.6.1	<p>Price adjustment is within 15% only.</p> <p>This is in accordance with the Public Procurement Act, Section 62 (3).</p>

7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: Daily</p> <p>NEPC IT Manager should inspect the quality and performance of the service and inform the parties accordingly.</p> <p>The Defects Liability Period is: 24 hours</p>
8.2.3	The Adjudication as per the Laws of Namibia
8.2.4	<p>The arbitration procedures of the following institutions will be used:</p> <p><i>“Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</i></p>
8.2.5	The designated Appointing Authority for a new Adjudicator is Law Society of Namibia.

Section VIII. Contract Forms

Performance Guarantee **(NOT APPLICABLE)**

.....*Bank's Name and Address of Issuing Branch or Office*.....

Beneficiary:*Name and Address of Public Entity*.....

Date...

PERFORMANCE GUARANTEE No.:.....

We have been informed that*name of the Contractor*.....
(hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of*name of Contract and brief description of services* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *name of Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than thirty days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of , , whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas contractor only).

.....**Seal of bank and**

Signature(s).....

CURRICULUM VITAE

Full Name			
Present Position Title			
Date of Birth:			
Country of Birth/ Current Residence			
Education:			
Institution [Period]		Degree(s) or Diploma(s) obtained:	
Language skills:			
Language	Speaking	Reading	Writing
Membership in Professional Associations:			
Adequacy for the Assignment/ Profile/ Key qualifications and experience			
Previous working experience			Period
E-mail address		Cell phone	Office phone

Form of Contract

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[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... .. ;

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 Letter of Acceptance;
 - (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

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)

Republic of Namibia

Name of Project: Backup Power

IFB TITLE: Supply, Delivery, and Installation of a Backup Generator

Procurement Reference Number: G/ONB/NEPC –02/2024

1. New Era Publication is inviting sealed bids from eligible bidders for the house renovation: Removal and replacement of Tiles, Toilet Units, Renovation of an Outside Garage Facility and Many More
2. Bids are invited through Open National Bidding
3. Interested eligible bidders may obtain further information from New Era Publication Corporation; Procurement Management Unit at pmu@nepc.com.na or the address given below from 08H00 to 17H00.
4. Qualification requirements include as detailed in the Evaluation Criteria in the Bidding document.
5. Bids must be delivered to the address stated below on or before 11H00 a.m. 08 May 2024. 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 the address below at 10H05 AM on 08 May 2024. All bids must be accompanied by a Bid-Securing Declaration.
6. The address referred to above is:

**New Era Publication Corporation
Daniel Tjongarero House
Corner of D. W. Kulz and Kerby Street
Windhoek.**

REMINDER TO BIDDERS

- **Please take note to initial all pages of the bidding document and initial all the supporting documents including company profiles, brochures, Failure to do so will result in disqualification of the bidder.**
- **Take note to sign all relevant pages as stipulated in the bidding document.**
- **Take note to stamp all pages where it is indicated that a stamp is required in addition to the signatures.**
- **Please take note to submit One (1) original, One (1) copy and a scanned PDF version of the complete document together with**

**supporting documents (soft copy) in
a virus-free USB.**

- **Please take note to pay for the
document and attach your proof of
payment in your submission.**

NEPC Banking Details

Bank Windhoek

Account NO: 1179904901

Branch Code: 481972

Cheque Account

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.:**

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
(a) have a valid certified copy company Registration Certificate;		
(b) have an original valid certified copy good Standing Tax Certificate;		
(c) have an original valid certified copy good Standing Social Security Certificate;		
(d) Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
(e) have a certificate indicating SME Status (for Bids reserved for SMEs);		
(f) At least three (3) traceable reference letters of similar goods delivered		
(g) Have a Goods conformity Certificate		

Disclaimer: *The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*