NAMCOL

BIDDING DOCUMENTS

Issued on: 02 November 2026

for

Procurement of

Supply and delivery of ICT equipment

Bidders Name:	
Contact Details:	**Tel:**
	Email:
Total Quoted Amount (VAT Inclusive):	**Figures:**
	Words:

Procurement Reference No: G/ONB/NCL-05/2026/27

Cost: 300.00

Namibian College of Open Learning,
2031 Independence Avenue,
+264 61 320 5111,
Tel: +264 61 320 5262

Email: procurement@namcol.edu.na
Website: www.namcol.edu.na

Project: Supply and delivery of ICT equipment

Invitation for Bidders (IFB)

Supply and delivery of ICT equipment
G/ONB/NCL-05/2026/27

1. Bids are invited through Open National Bidding (ONB) procedures for Supply and delivery of ICT equipment and the invitation is open to all Namibian bidders.
2. Interested eligible bidders may obtain further information from the Namibian College of Open Learning; Procurement Management Unit at procurement@namcol.edu.na and access the Bidding Documents on https://namcol.edu.na/procurement/.
3. Qualification requirements include: Technical specifications as stipulated in the bidding document and statutory requirements. Additional details are provided in the Bidding Documents.
4. Bids must be delivered to Namibian College of Open Learning, Jetu Jama Campus, Block A, 2031, Independence Avenue, Katutura on or before the **16 November 2026**, 10h00. 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, Jetu Jama Campus, Block A, 2031,Independence Avenue, Katutura at **10h30 am** on **16 November 2026**. All bids must be accompanied by a Bid Security Declaration.
5. The address(es) referred to above is(are): Namibian College of Open Learning, Procurement Management Unit, 2031,Independence Avenue, Katutura, Namibia.

Dr. Ngepathimo Kadhila
ACCOUNTING OFFICER

NAMCOL CHIEF EXECUTIVE OFFICER
2026 -11- 02
PRIVATE BAG 15008
KATUTURA, WINDHOEK
NAMIBIAN COLLEGE OF OPEN LEARNING

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, is-sues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement through Open National Bidding are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**. The Project name shall be as **indicated in the BDS**.

1.2 Throughout these Bidding Documents:

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

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

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

2. Source of Funds

2.1 **Unless otherwise stated in the BDS**, this procurement shall be financed by the Public Entity's own budgetary allocation.

3. Public Entities Related to Bidding Documents and to Ap-plication for Review

3.1 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 con-tracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.). The address of the Review Panel shall be as **indicated in the BDS.**

4. Fraud and Corruption

4.1 It is the policy of the Government of the Republic of Namibia to require Public entities, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Government of the Republic of Namibia:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or so-liciting, directly or indirectly, of anything of value to in-fluence improperly the actions of another party ;

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

(iii) "collusive practice" 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" 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 con-cealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser's investigation in-to 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 investiga-tion or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under sub-clause 4.2 below.

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

(c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

1. [1] In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.
2. [1] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Purchaser's staff and employees of other organizations taking or reviewing procurement decisions.
3. [1] "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.
4. [1] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.
5. [1] "Party" refers to a participant in the procurement process or contract execution.

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

4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.

4.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : www.mof.gov.na/procurement-policy-unit

5. Eligible Bidders

5.1 (a) Subject to ITB 5.4, A Bidder, and all parties constituting the Bidder, must be a Namibian national(s). A Bidder shall be deemed to have the nationality of this country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

(b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 5.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

(i) all parties to the JV shall be jointly and severally liable; and

(ii) a JV shall nominate a Representative who shall have the authority to

(iii) conduct all businesses 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.

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

(a) have controlling shareholders in common; or

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

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

(d) 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 Purchaser 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 it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, 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 goods and services that are the subject of the bid.

5.3 (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 suppliers 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 on the Procurement Policy Unit's website:
www.mof.gov.na/procurement-policy-unit

5.4 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.

5.5 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.

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

6 Eligible Goods and Related Services

6.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.

6.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, industrial plants and "related services" which include services such as insurance, installation, training, and initial maintenance.

6.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

7. Sections of Bidding Documents

7.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

7.3 The Purchaser is not responsible for the completeness of the Bid-ding Documents and their addendum, if they were not obtained directly from the Purchaser.

7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

8. Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification within three (3) working days, provided that such request is received no later than the number of days, specified in the BDS, prior to the deadline set for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2.

C. Preparation of Bids

10. Cost of Bidding

10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

(a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;
(b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;
(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; as specified in the BDS;
(d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;
(e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
(f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents;
(g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
(h) the following mandatory documentary evidence is required

1. have a valid certified copy of company Registration Certificate;
2. have a valid original or certified copy of good Standing Tax Certificate;
3. have a valid original or certified copy of good Standing Social Security Certificate;
4. have a valid original or certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer; and.
5. 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. (Complete labour form on page 49 – 50)

13. Bid Submission Form and Price Schedules

13.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alteration to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

14. Alternative Bids

14.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

15. Bid Prices and Discounts

15.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules, shall conform to the requirements specified below.

15.2 All lots and items must be listed and priced separately in the Price Schedules.

15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.

15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.

15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.

15.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

(i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;

(ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

(iv) For Related Services whenever such Related Services are specified in the Schedule of Requirements the cost in Namibian Dollars of each item comprising the Related Services; inclusive of custom duties and VAT, payable on the Related Services, if the Contract is awarded to the Bidder.

15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any ac-count in respect of changes in production cost, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation in this respect shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 15.4 provided the bids for all lots are submitted and opened at the same time.

16. Currencies of Bid

16.1 The Bidder shall quote in Namibian dollars as specified in the BDS.

17. Documents Establishing the Eligibility of the Bidder

17.1 To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms

18. Documents Establishing the Eligibility of the Goods and Related Services

18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

19. Documents Establishing the Conformity of the Goods and Related Services

19.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods

and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

19.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

20. Documents Establishing the Qualifications of the Bidder

20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that:

(a) if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Namibia;

(b) if required in the BDS, the Bidder is equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

21. Period of Validity of Bids

21.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the validity period, the Purchaser may request bidders to extend period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.

21.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

22. Bid Security

22.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS.**

22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid

22.3 The Bid Security shall be in the amount/percentage **specified in the BDS** and denominated in Namibian dollars, and shall:

(a) be issued by a commercial bank operating in Namibia.

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

(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 22.6 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 Clause 21.2;

22.4 Any bid not accompanied by an enforceable and substantially com-pliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 22.1, shall be rejected by the Purchaser as nonresponsive.

22.5 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 45.

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

(a) if a Bidder withdraws its bid during the period of bid validi-ty specified by the Bidder on the Bid Submission Form, ex-cept as provided in ITB Sub-Clause 21.2; or

(b) if a Bidder refuses to accept a correction of an error appear-ing on the face of the Bid; or

(c) if the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

22.7 The Bid Security or Bid- Securing Declaration of a Joint Venture (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 mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

22.8 If a bid securing declaration is **required in the BDS**, and

(a) 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 20.2;

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

(c) the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45.

the bidder may be disqualified by the Review Panel to be awarded a contract by any Public Entity for a period of time.

23. Format and Signing of Bid

23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

23.3 Any interlineation, erasure, or overwriting shall be valid only if it is signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

24. Submission, Sealing and Marking of Bids

24.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 24.2 and 24.3.

(b) Bidders submitting bids electronically shall follow the electronic submission procedures specified in the BDS.

24.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 25.1;

(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS, and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.

24.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

25. Deadline for Submission of Bids

25.1 Bids must be received by the Purchaser at the address and not later than the date and time specified in the BDS.

25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

26. Late Bids

26.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

27. Withdrawal, Substitution and Modification of Bids

27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.

27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders.

27.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Submission Form or any extension thereof.

28. Bid Opening

28.1 The Purchaser shall conduct the bid opening in the presence of the Bidders' representatives who choose to attend at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 24.1 shall be as specified in the BDS.

28.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted un-less the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Bid Submission Form, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 26.1.

28.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and the effect of record. A copy of the record shall be distributed, upon request, to all Bidders who submitted bids in time; and posted on line when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

29. Confidentiality

29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

30. Clarification of Bids

30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submit-ted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.

31. Responsiveness of Bids

31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Errors, and Omissions

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

32.2 Provided that a bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, or to rectify nonmaterial, nonconformities or omissions in the bid relating to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) 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; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33. Preliminary Examination of Bids

33.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

33.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 13.2;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.

34. Examination of Terms and Conditions; Technical Evaluation

34.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

34.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

34.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.

35. Margin of Preference

35.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.

36. Evaluation of Bids

36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation to be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with clause 15;

(b) price adjustment for correction of arithmetic errors in ac-cordance with ITB Sub-Clause 32.3;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;m,n,mn,

(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

(e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.

36.4 (a) The Purchaser's evaluation of a bid will take into account:

(i) in the case of Goods offered from within Namibia, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;

(ii) in the case of Goods offered from outside Namibia, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and

(iii) transport and other costs for the goods to reach its final destination.

(b) The Purchaser's evaluation of a bid will not take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate com-parison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall al-low the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Post-qualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determina-tion of that Bidder's capabilities to perform satisfactorily.

38.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

A. Award of Contract

40. Award Criteria

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. Purchaser's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review, the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). Within seven days from the issue of the notification of award, the Purchaser shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and

(ii) an executive summary of the Bid Evaluation Report

42.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.

43. Signing of Contract

43.1 Promptly after issue of the notification of award, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within thirty (30) days of the award, the successful Bidder shall sign, date, and return it to the Purchaser.

43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Namibia, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those prod-ucts/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the ex-port of the products/goods, systems or services under the terms of the Contract.

44. Performance Security

44.1 Within thirty (30) days of the award, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 22.5

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall lead to the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

45. Debriefing

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

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Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: **Namibian College of Open Learning**
ITB 1.1	The name and identification number of the Procurement are: **Supply and delivery of ICT equipment, G/ONB/NCL-05/2026/27** The number, identification and names of the lots comprising this Procurement are: ***not applicable*** The Invitation for Bids has been issued through an Open National Bidding procedure.
ITB 1.1	The name of the Project is: **Supply and delivery of ICT equipment**
ITB 2.1	The Funding Agency is: ***not applicable***
ITB 3.1	(a) The address to file application for review is: **The Review Panel** **Private Bag 13295** **Windhoek** **Namibia**
ITB 5.3	A list of firms debarred from participating in Public Procurement in Namibia is available at **http://www.mof.gov.na/procurment -policy-unit** A list of firms debarred by World Bank is available at **http://www.worldbank.org/debarr**
B. Contents of Bidding Documents	
ITB 8.1	**Clarification of bid purposes** shall only be in writing to: ***Mr. Abisai Kamati and Ms Himeezembi Katjivena*** Email Address: abisai@namcol.edu.na / procurement@namcol.edu.na
ITB 8.1	Request for Clarification should reach the Purchaser not later than **7 days**, prior to the closing date for submission of bids.
C. Preparation of Bids	
ITB 12.1 (c)	(a) This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature.

	(b) In the case of Bids submitted by an existing or intended JV an undertak-ing signed by all parties (i) stating that all parties shall be jointly and sev-erally liable, if so required in accordance with ITB 5.1, 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 pro-cess and, in the event the JV is awarded the Contract, during contract execution." ***Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.***
ITB 12.1 (h)	The Bidder shall submit the following additional documents in its bid: • Detailed specifications of product on which quotation is based for evaluation purposes; • Two Reference letters from a satisfied customers related to a similar project within the last three years
ITB 14.1	Alternative Bids shall be considered. A bidder may submit an alternative bid with or without a bid for the base case. The Purchaser shall consider bids offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All bids received, for the base case, as well as alternative bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 37.
ITB 15.5	The Incoterms edition is: Incoterms 2010.
ITB 15.7	The prices quoted by the Bidder: shall not be adjustable.
ITB 15.8	Prices quoted for each item shall correspond at least to 80 % of the quantities specified for this item.
ITB 16.1	Bidders shall quote only in Namibian dollars on the basis of either: *Prices subject to adjustment to the fluctuation in rate of exchange.* Adjustment shall be made upward or downward with respect to fluctuation of exchange rates between the base rate used for the preparation of the bid and that prevailing at the time of delivery of goods. If no base rate is indicated by the bidder the prices shall be considered as not adjustable.
ITB 19.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): *5 years*
ITB 20.1 (a)	Manufacturer's authorization is *required.*
ITB 20.1 (b)	After sales service is *required.* After sales service shall include the following: • Free pre-installation for products or manual should be readily accessible • Warranty services.

	• Online support • Free replacement of factory defaults. • Readily accessible firmware upgrades or updates
ITB 21.1	The bid validity period shall be **180** days.
ITB 22.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 22.3	Bid Security Declaration shall be applicable
ITB 22.8	If a bid securing declaration is required and the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Namibia for a period of time (not exceeding 5 years) to be determined by the Review Panel.
ITB 23.1	In addition to the original of the bid, the number of copies is: *zero (0).*
D. Submission and Opening of Bids	
ITB 24.1	Bidders shall not have the option of submitting their bids electronically.
ITB 24.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be not applicable
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Supply and delivery of ICT equipment **G/ONB/NCL-05/2026/27**
ITB 25.1	For bid submission purposes, the Purchaser's address is: To: *Namibian College of Open Learning* *Jetu Jama Campus,* *Block A* *2031, Independence Avenue,* *Katutura* G/ONB/NCL-05/2026/27 Floor-Room number: Ground Floor, Reception City: *Windhoek* The deadline for the submission of bids is: Date: 16 November 2026 Time: *10:00 a.m*
ITB 28.1	The bid opening shall take place at: *Namibian College of Open Learning* *Jetu Jama Campus,* *Block A* *2031, Independence Avenue* *Katutura* Floor-Room number: *Ground Floor* City: *Windhoek*

	Date: 16 November 2026 **Time: *10:30 am***
ITB 28.1	If electronic bid submission is permitted in accordance with ITB sub-clause 24.1, the specific bid opening procedures shall be**: not applicable**
E. Evaluation and Comparison of Bids	
ITB 35.1	A margin of preference shall be applicable to local Domestic Suppliers as indicated in Section III. **N/A**
ITB 36.3(a)	Evaluation will be done for Items. **Note:** Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.
ITB 36.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: a) deviation in Delivery schedule: ***N/A*** b) deviation in payment schedule: ***N/A*** c) the cost of major replacement components, mandatory spare parts, and service: ***N/A*** d) the availability in Namibia of spare parts and after-sales services for the equipment offered in the bid ***N/A*** e) the projected operating and maintenance costs during the life of the equipment ***N/A*** f) the performance and productivity of the equipment offered; ***N/A***
ITB 36.6	Bidders shall not be allowed to quote separate prices for one or more lots. **N/A**
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is 10 %.

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria but the one indicated here shall be used during evaluation.

Contents

1. Evaluation Criteria (ITB 36.3 (d))
2. Multiple Contracts (ITB 36.6)
3. Postqualification Requirements (ITB 38.2)

1. Evaluation Criteria (ITB 36.3)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 15.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

(a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 36.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section V, Delivery Schedule.

(b) Deviation in payment schedule.

Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

(c) Cost of major replacement components, mandatory spare parts, and service.

The bidder shall submit a list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 19.3. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.**NA**

(d) Availability in Namibia of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 36.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.**N/A**

(e) Projected operating and maintenance costs.

An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d).

(f) Performance and productivity of the equipment.

An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price for evaluation purposes only, if so specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 36.3(d).

(g) Specific additional criteria

Not applicable

2. Multiple Contracts (ITB 36.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

(a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.8

(b) take into account:
  (i) the lowest-evaluated bid for each lot and
  (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

3. Post-qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 38.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):
  (i) Profit.
  The Bidder must have earned profit for at least one (1) year during **the last 3 years. N/A**
  (ii) Average Annual Turnover
  The minimum average annual turnover of the Bidder shall be not less than **50%** of the bid for the last three (3) years. **N/A**
  (iii) Liquid Assets
  The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the Bidder shall be **equivalent to the value of the bid. N/A**

  The Bidder shall produce documentary evidence from a commercial Bank operating in Namibia regarding its liquid assets and/or availability of credit facilities. The statement has to be dated not more than one month prior to the closing date of submission of bids and has to mention the name of the project and the amount (Namibian Dollars).

(b) Qualification requirements;

  (ii) The bidder must have at least 3 years of experience in similar type of good for which the Invitation of Bids is issued.
  (iii) Where the bidder is a trader proposing goods duly authorised by the manufacturer and for which there is no requirement for local after sale service, the bidder should have experience in handling orders of similar value and providing support back-up from manufacturers of the goods. **N/A**

(c) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. The bidder must have 3 years of experience in supplying and delivering the similar type of goods for which the Invitation of Bids is issued.

(c) Evidence to demonstrate that the Goods it offers meets the following requirements.

ICT REQUIREMENTS ITEMS TABLE

No	Item name	Description	Quantities
1	All-in-One Computers	***Computers for computer labs (DELL / HP)*** ***Processor:*** *Intel Core i5/ AMD Ryzen 5* ***Memory RAM:*** *8GB* ***Storage:*** *512 SSD NVMe* ***Operating System:*** *Windows 11 Home 64-bit* ***Ports:*** *SuperSpeed USB, sound jack, RJ-45, HDMI,* ***Input / Output Devices:*** *English, USB Slim Keyboard, USU wired Mouse* *Bluetooth & WIFI adapter* ***Display:*** *24"*	50
2	Laptops (HP/DELL)	*i5/ Ultra 5/ Ryan 5, 8GB RAM DDR5, Windows 11 Home 64-bit, 512GB SSD, RJ-45 Port,*	35
3	Protective Bag	*Targus Bag Targus Intellect 15.6" Laptop Backpack Black*	35
4	Mouse	*Wired Mouse with mousepad (mouse-mat)*	35
5	SSDs	*256GB, 2.5-Inch SSD*	30
6	Projector	*LCD/3LCD Boardroom Projector – 4,000 ANSI lumens, Full HD 1920 × 1080 resolution, 16:9 aspect ratio, 15,000:1 contrast ratio or higher, HDMI connectivity, USB, VGA, LAN/RJ45, automatic vertical keystone correction, 1.2× optical zoom, built-in speaker, and minimum 10,000-hour lamp life.*	3
7	Flyleads	*RJ-45 CAT6 1m Cable*	100
8	Flyleads	*RJ-45 CAT6 3m Cable*	100
9	Logitech Mouse	*Logitech Wired Mouse*	40
10	Lenovo Laptop Chargers	*Lenovo Thinkpad E14 G2, Charger - 65W Type-C*	15
11	Dell Laptop Charger	*Dell Charger - 65W 4.5mm AC Adapter*	5
12	HP Laptop Charger	*HP Charger - 65W 4.5mm AC Adapter*	5

13	HP Color LaserJet Enterprise M555dn	*HP Color LaserJet Enterprise M555dn – A4 Colour Laser Printer, up to 38 ppm, 1200 × 1200 dpi, automatic duplex printing, 650-sheet input capacity, Gigabit Ethernet, USB 2.0, 80,000-page monthly duty cycle, supports media up to 220 gsm*	4
14	HP LaserJet Pro 400 M401dn	*A4 Monochrome Laser Printer, up to 33 ppm, 1200 × 1200 dpi, automatic duplex printing, 300-sheet standard input capacity, Gigabit Ethernet, USB 2.0, 50,000-page monthly duty cycle, 1 black toner cartridge.*	4
15	Power Extension Lead	*5Way Multiplug Adaptor 5M 3x 16Amp + 2x 5Amp Cord*	6
16	Cable Locker	*Nano slot 2.5 x 6 mm*	35
17	Ethernet Adapter	*USB - RJ-45 Gigabit Ethernet port, plug & play*	20
18	Display Converter	*USB – VGA + HDMI Display Adapter, 1920 × 1080 (Full HD)*	10
19	External SSD	*Samsung T5 EVO Portable SSD 8TB Black External SSD MU-PH8T0S/WW*	3
20	Fiber Cable	*HPE Aruba Networking 10G SFP+ to SFP+ 3m Direct Attach Cable (DAC)*	5
21	Fiber Cable	*HPE Aruba Networking 10G SFP+ to SFP+ 5m Direct Attach Cable (DAC)*	5
22	Laptop Cooling Stand	*Targus Chill Mat With 4-Port 2.0 Hub*	10

	Item name	Server Model	Processor	Required Memory Specification	RAM Required
23	RAM / MEMORY	HPE ProLiant DL380 Gen11 Serial Number: CZ2D2X041Y	2 × Intel Xeon Gold 5418Y	**32 GB DDR5 ECC Registered DIMM (RDIMM), HPE SmartMemory or HPE-supported equivalent, compatible with HPE ProLiant DL380 Gen11**	**128 GB (4 × 32 GB)**
24	RAM / MEMORY	HPE ProLiant DL380 Gen10 Serial Number: CZ21020L43	2 × Intel Xeon Silver 4214R	**32 GB DDR4 ECC Registered DIMM (RDIMM), HPE SmartMemory or HPE-supported equivalent, compatible with HPE ProLiant DL380 Gen10**	**192 GB (6 × 32 GB)**

4. Margin of preference (ITB 35.1)
The applicable margins of preference are: **N/A**

Section IV. Bidding Forms

Table of Forms

Bidder Information Form
Joint Venture Partner Information Form
Bid Submission Form
Bid Security (Bank Guarantee)
Bid Securing Declaration
Written undertaking in terms of section 138 of the Labour Act
Price Schedule
Price and Completion Schedule - Related Services
Cost Structure for Value Added Calculation per Product

Bidder Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below. No al-terations to its format shall be permitted and no substitutions shall be accepted.

Date:
Procurement No.:

Page _____ of_ _____ pages

1. Bidder's Legal Name: _____
2. In case of JV, legal name of each party: _____
3. Bidder's actual or intended Country of Registration: _____
4. Bidder's Year of Registration: _____
5. Bidder's Legal Address in Country of Registration: _____

6. Bidder's Authorized Representative Name: _____ Address: _____ Telephone/Fax numbers: _____ Email Address: _____
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1. ☐ In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

Joint Venture Partner Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below.

Date: _____

Bidder's Reference No.: _____

Procurement Reference No: _____

1. Bidder's Legal Name: _____
2. JV's Party legal name: _____
3. JV's Party Country of Registration: _____
4. JV's Party Year of Registration: _____
5. JV's Party Legal Address in Country of Registration: _____

6. JV's Party Authorized Representative Name: _____ Address: _____ Telephone/Fax numbers: _____ Email Address: _____
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

Bid Submission Form

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

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 10;

(b) We offer to execute in conformity with the Bidding Documents the following Works:
_____;

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

_____

_____;

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

_____

_____;

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

(f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto 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.

(g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;

(i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;

(j) 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;

(k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;[1]

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

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

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

Name: _____

In the capacity of: _____

Signed: _____

_____

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

Date: _____

Seal of Company: _____

BID SECURING DECLARATION
(Section 45 of ct) 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 /signature(where appropriate)_____

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

delete if not applicable / appropriate

Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name: _____

Registration Number : _____

Vat Number: _____

Industry/Sector: _____

Place of Business: _____

Physical Address: _____

Tell No.: _____

Fax No.: _____

Email Address: _____

Postal Address: _____

Full name of Owner/Accounting Officer: _____

Email Address: _____

2. PROCUREMENT DETAILS

Procurement Reference No.: _____

Procurement Description: _____

_____

_____

Anticipated Contract Duration: _____

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

3. UNDERTAKING

I _____[insert full name], owner/representative

of _____ [insert full name of company]

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

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

Signature: _____

Date: _____

Seal: _____

Please take note:

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

Price Schedule Forms

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indi-cated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.

Price Schedule

Note: Please use ict requirements items table on page 35 to 37 for the full specifications of items.

Bidder's name and address: _____ _____ _____	Prices to be in Namibian dollars	**Date:** _____ **Procurement Ref. No:** _____

1	2	3	4	5	6	7	8	9
Line Item No.	Description of Goods and related services	Delivery	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation to convey the Goods to their final destination	VAT payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of Good]*	*[insert no. of weeks]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[insert VAT payable per line item if Contract is awarded]*	*[insert total price per item]*
1	*AIO Computers*			*50*				
2	*Laptops*			*35*				
3	*Protective Bag*			*35*				
4	*Mouse*			*35*				
5	*SSDs*			*30*				
6	*Projector*			*3*				
7	*Flyleads (1m)*			*100*				
8	*Flyleads (3m)*			*100*				
9	*Logitech Mouse*			*40*				

Section V. Schedule of Requirements

10	*Lenovo Laptop Chargers*			*15*				
11	*Dell Laptop Charger*			*5*				
12	*HP Laptop Charger*			*5*				
13	*HP Color LaserJet Enterprise M555dn*			*4*				
14	*HP LaserJet Pro 400 M401dn*			*4*				
15	*Power Extension Lead*			*6*				
16	*Laptop Cable Locker*			*35*				
17	*Ethernet Adapter*			*20*				
18	*Display Converter*			*10*				
19	*External SSD*			*3*				
20	*Fibre Cable (3m)*			*5*				
21	*Fibre Cable (5m)*			*5*				
22	*Laptop Cooling Stand*			*10*				
23	*RAM/Memory*			*4 x 32 GB*				
24	*RAM/Memory*			*6 x 32 GB*				

Price and Completion Schedule - Related Services

		Prices to be in Namibian dollars				Date:_____ Procurement Ref. No:_____ Alternative No:_____ Page N° _____ of _____
1	2	3	4	5	6	7
Service No.	Description of Services (excludes inland transportation and other services required in Namibia to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
1	*AIO Computers*					
2	*Laptops*					
3	*Protective Bag*					
4	*Mouse*					
5	*SSDs*					
6	*Projector*					
7	*Flyleads (1m)*					
8	*Flyleads (3m)*					
9	*Logitech Mouse*					

Section V. Schedule of Requirements

10	*Lenovo Laptop Chargers*					
11	*Dell Laptop Charger*					
12	*HP Laptop Charger*					
13	*HP Color LaserJet Enterprise M555dn*					
14	*HP LaserJet Pro 400 M401dn*					
15	*Power Extension Lead*					
16	*Laptop Cable Locker*					
17	*Ethernet Adapter*					
18	*Display Converter*					
19	*External SSD*					
20	*Fibre Cable (3m)*					
21	*Fibre Cable (5m)*					
22	*Laptop Cooling Stand*					
23	*RAM/Memory*					
24	*RAM/Memory*					
				Total Bid Price		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date].*

Manufacturer's Authorization

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instruc-tions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BIDS.**

Date: _____

Procurement Ref. No.: _____ _____

Alternative No.: _____

To: _____

WHEREAS

We _____, who are official manufacturers of _____, having factories at _____, do hereby authorize _____ to submit a bid the purpose of which is to provide the following Goods, manufactured by _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: _____

Name: _____

Title: _____

Dated on _____ day of _____, _____

Cost Structure for Value Added Calculation per Product

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	N$	N$
Raw Materials, Accessories & Components		
• Imported (CIF)	.....	.....
• Local (VAT & Excise Duty Fee)	.....	.....
Labour Cost		
• Direct Labour	.....	.....
• Clerical Wages	.....	.....
• Salaries to Management	.....	.....
Utilities		
• Electricity	.....	.....
• Water	.....	.....
• Telephone	.....	.....
Depreciation	.....	.....
Interest on Loans	.....	.....
Rent	.....	.....
Other (please specify)		
•	.....	.....
•	.....	.....
•	.....	.....
TOTAL COST		

Local Value Added = $\frac{\text{Total Cost – Cost of imported inputs}}{\text{Total Cost}} \times 100$

- The cost structure should be certified by a Certified Accountant

PART 2 – Supply Requirements

Section V. Schedule of Requirements

Contents

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2.	List of Related Services and Completion Schedule	63
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Section V. Schedule of Requirements

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item No.	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]

2. List of Related Services and Completion Schedule

Not Applicable to this Bid

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
13.					
14.					
15.					
16.					

3. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:

- the TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Purchaser;
- the TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract;
- the TS shall make use of best practices. Samples of specifications from successful similar procurements in Namibia or sector may provide a sound basis for drafting the TS;
- the Purchaser encourages the use of metric units;
- standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods;
- standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substan-tially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from Namibia or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable;
- reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable, the words "or at least equivalent" shall always follow such refer-ences;
- technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
  - (a) standards of materials and workmanship required for the production and manufacturing of the Goods;
  - (b) detailed tests required (type and number);.
  - (c) other additional work and/or related services required to achieve full delivery/completion;
  - (d) detailed activities to be performed by the Supplier, and participation of the Purchaser thereon;

(e) list of detailed functional guarantees covered by the Warranty and the specifica-tion of the liquidated damages to be applied in the event that such guarantees are not met, and

- the TS shall specify all essential technical and performance characteristics and require-ments, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet) where the Bidder shall provide detailed infor-mation on such technical performance characteristics in respect to the corresponding ac-ceptable or guaranteed values.

When the Purchaser requests that the Bidder provides in its bid a part of or all the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall in-sert information in the table below. The Bidder shall prepare a similar table to justify compli-ance with the requirements]

Summary of Technical Specifications.

The Goods and Related Services shall comply with following Technical Specifications and Standards:

N/A

4. Drawings

These Bidding Documents include *no* drawings.

5. Inspections and Tests

The following inspections and tests shall be performed: *inspect if all specifications are physically met*

PART 3 - Contract

Section VI. General Conditions of Contract

Table of Clauses

1. Definitions
2. Contract Documents
3. Fraud and Corruption
4. Interpretation
5. Language
6. Joint Venture, Consortium or Association
7. Eligibility
8. Notices
9. Governing Law
10. Settlement of Disputes
11. Inspections and Audit
12. Scope of Supply
13. Delivery and Documents
14. Supplier's Responsibilities
15. Contract Price
16. Terms of Payment
17. Taxes and Duties
18. Performance Security
19. Copyright
20. Confidential Information
21. Subcontracting
22. Specifications and Standards
23. Packing and Documents
24. Insurance
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32. Force Majeure
33. Change Orders and Contract Amendments

Section V. Schedule of Requirements

34. Extensions of Time
35. Termination
36. Assignment
37. Export Restriction

Section VI. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Contract Agreement entered into be-tween the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all at-tachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such addi-tions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and condi-tions set forth in the Contract.

(f) "GCC" means the General Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, ma-chinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) "Purchaser" means the entity purchasing the Goods and Related Services, as **specified in the SCC.**

(i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, train-ing and initial maintenance and other such obligations of the Supplier under the Contract.

(j) "SCC" means the Special Conditions of Contract.

(k) "Subcontractor" means any natural person, private or gov-ernment entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(l) "Supplier" means the natural person, private or govern-ment entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(m) "The Project Site," where applicable, means the place **named in the SCC.**

Section V. Schedule of Requirements

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mu-tually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, ser-vice providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the con-tract, and the provisions of Clause 35 shall apply as if such ex-pulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

(i) "corrupt practice" 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" is any act or omission, includ-ing a misrepresentation, that knowingly or reckless-ly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obliga-tion ;

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

(iv) "coercive practice" 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 inves-tigation or making false statements to investi-gators in order to materially impede a Public Entity's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or in-timidating any party to prevent it from dis-closing its knowledge of matters relevant to the investigation or from pursuing the inves-tigation; or

(bb) acts intended to materially impede the exer-cise of the Public Entity's inspection and au-dit rights provided for under Clause 11 [In-spections and Audits by the Public Entity].

3.2 Should any employee of the Supplier be determined to have en-gaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract the meaning of any trade term and the rights and obligations of parties hereunder shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Pur-chaser and the Supplier and supersedes all communications, ne-gotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in en-forcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prej-udice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies un-der the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Section V. Schedule of Requirements

5. Language

5.1 The Contract as well as all correspondence and documents relat-ing to the Contract exchanged by the Supplier and the Purchaser, shall be in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall des-ignate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the con-stitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall be Namibian nationals only.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another com-mercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Con-tract shall be in writing to the address **specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's ef-fective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Namibia.

Section V. Schedule of Requirements

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to re-solve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this mat-ter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to com-mence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be com-menced prior to or after delivery of the Goods under the Con-tract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obli-gations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any money due the Supplier.

11. Inspections and Audit

11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Entity and/or persons appointed by the Public Entity to inspect the Supplier's offices and all ac-counts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Public Entity if re-quested by the Public Entity. The Supplier's and its Subcontrac-tors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to ma-terially impede the exercise of the Public Entity's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination.

12. Scope of Sup-ply

12.1 The Goods and Related Services to be supplied shall be as speci-fied in the Schedule of Requirements.

13 . Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC**.

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Section V. Schedule of Requirements

14. Supplier's Re-sponsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the excep-tion of any price adjustments authorized in the **SCC.**

16. Terms of Payment

16.1 The Contract Price shall be paid as **specified in the SCC.**

16.2 The Supplier's request for payment shall be made to the Pur-chaser in writing, accompanied by invoices describing, as appro-priate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 Bidders will be paid in fixed Namibian dollars or Namibian dol-lars adjusted to the fluctuation in the rate exchange at the time of delivery, as specified in the SCC.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 For goods manufactured outside Namibia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Namibia.

17.2 For goods Manufactured within Namibia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., in-curred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Namibia, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as **specified in the SCC**, the Supplier shall, within thirty (30) days of the award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Suppli-er's failure to complete its obligations under the Contract.

18.3 The Performance Security, if required, shall be denominated in Namibian dollars, and shall be in the form of a bank guarantee is-sued by a local commercial bank, or in the case of the bank guar-antee being issued by a foreign bank, the bidder must provide a public entity with a counter-guarantee from a commercial bank from Namibia.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty eight (30) days fol-lowing the date of Completion of the Supplier's performance obli-gations under the Contract, including any warranty obligations, **unless specified otherwise in the SCC.**

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, di-vulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connec-tion with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Con-tract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it re-ceives from the Purchaser to the extent required for the Subcontrac-tor to perform its work under the Contract, in which event the Sup-plier shall obtain from such Subcontractor an undertaking of confi-dentiality similar to that imposed on the Supplier under GCC Clause 20.20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unre-lated to the contract. Similarly, the Supplier shall not use such doc-uments, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

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20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the par-ties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all sub-contracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or lia-bility under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Con-tract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Require-ments and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such dis-claimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and stand-ards shall be those specified in the Schedule of Require-ments. During Contract execution, any changes in any such codes

and standards shall be applied only after ap-proval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and pre-cipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any**, specified in the SCC**, and in any other in-structions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise **specified in the SCC**, the Goods supplied under the Contract shall be fully insured in Namibian dollars against loss or damage incidental to manufacture or acquisition, transporta-tion, storage, and delivery, in accordance with the applicable Inco-terms or in the manner **specified in the SCC.**

25. Transportation

25.1 Unless otherwise **specified in the SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Pur-chaser carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Namibia **as specified in the SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of

its own costs and ex-penses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods com-ply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expens-es incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's per-formance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the spec-ifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pur-suant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or per-form the Related Services within the period specified in the Con-tract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Ser-vices for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in those SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided oth-erwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further war-rants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Namibia.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the na-ture of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall af-ford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the peri-od **specified in the SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Sup-plier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility mod-el, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasona-bly inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice there-of, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to con-duct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all availa-ble assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable ex-penses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, de-mands, losses, damages, costs, and expenses of any nature, includ-ing attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intel-lectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

Section V. Schedule of Requirements

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Bid submission, any law, regulation, ordi-nance, order or bylaw having the force of law is enacted, promul-gated, abrogated, or changed in Namibia (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or cred-ited if the same has already been accounted for in the price adjust-ment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alter-native means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manu-factured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Sup-plier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely deliv-ery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the impo-sition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pur-suant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bank-rupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may termi-nate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment with-in thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Con-tract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previ-ously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Pur-chaser, to Namibia, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which

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substantially impede the Supplier from meeting its obliga-tions under the Contract, shall release the Supplier from the obliga-tion to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section VII. Special Conditions of Contract

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

The Purchaser shall select/insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(h)	The Purchaser is: Namibian College of Open Learning
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: *Jetu Jama Campus*
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 8.1	For **notices**, the Purchaser's address shall be: Attention: *The Procurement Officer* Street: 2031, *Independence Avenue,* Floor/ Room number*: Block C,* City: *Windhoek* Telephone: *+264 61 3205262* Email Address: *Procurement@namcol.edu.na*
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In the case of a dispute between the Purchaser and a Supplier who is a national of Namibia, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Namibia.
GCC 13.1	Details of Shipping and other Documents to be furnished by Suppliers are: ***Sample provision N/A*** ***(a) For imported Goods supplied on the basis of delivery to warehouse- DDP:*** Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: i. one original and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; ii. two copies of the packing list identifying contents of each package; iii. one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; iv. one original of the Supplier's Certificate of Origin covering all items supplied; v. original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) vi. other procurement-specific documents required for delivery/payment purposes. ***(b) For goods from local manufacturers:*** i. one original and two copies of the Supplier's invoice, showing Purchaser, the Procurement Reference number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; ii. two copies of the packing list identifying contents of each package;

	iii. original copy of the Certificate of Inspection furnished to manufacture by the nominated inspection agency and two copies (where inspection is required), and iv. other procurement-specific documents required for delivery/payment purposes.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable. If prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used.
GCC 16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **On Acceptance:** The Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.
GCC 16.4 (b)	Local Suppliers shall be paid in Namibian dollars only.
GCC 16.5	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
GCC 18.1	A Performance Security *shall not be required.*
GCC 18.3	If required, the Performance Security shall be denominated Namibian Dollars
GCC 18.4	Discharge of the Performance Security shall take place: *not applicable*
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Not applicable
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.1	The inspections and tests shall be: SPECIFIED UNDER SECTION 5
GCC 26.2	The Inspections and tests shall be conducted at: Erf 2031, Jetu Jama Campus, Independence Avenue.
GCC 27.1	The liquidated damages shall be: 1 % of the contract price per week
GCC 27.1	The maximum amount of liquidated damages shall be: 10 %
GCC 28.3	The period of validity of the Warranty shall be: 1095 days For purposes of the Warranty, the place(s) of final destination(s) shall be: Jetu Jama Campus, Independence Avenue, Erf 2031, Windhoek
GCC 28.5	The period for repair or replacement shall be: 28 days.

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Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}\right] - P_0$$

$$a+b+c = 1$$

in which:

P_1	=	adjustment amount payable to the Supplier.
P_0	=	Contract Price (base price).
a	=	fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
b	=	estimated percentage of labor component in the Contract Price.
c	=	estimated percentage of material component in the Contract Price.
L_0, L_1	=	labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
M_0, M_1	=	material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*
b= *[insert value of coefficient]*
c= *[insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = [insert number of weeks] weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

Section V. Schedule of Requirements

(a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement.....90

1. Contract Agreement

The successful Bidder shall fill in this form in accordance with the instructions indicated

THIS CONTRACT AGREEMENT is made

the _____ day of _____, _____.

BETWEEN

(1) Namibian College of Open Learning an agency of the Ministry of Education, Art and culture of the Government of Namibia , and having its principal place of business at Independence Avenue (hereinafter called "the Purchaser"), and

(2) _____, a company incorporated under the laws of _____ and having its principal place of business at _____ (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of _____ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
   (a) This Contract Agreement
   (b) Special Conditions of Contract
   (c) General Conditions of Contract
   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
   (e) The Supplier's Bid and original Price Schedules
   (f) The Purchaser's Notification of Award

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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Section V. Schedule of Requirements

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed:_____
in the capacity of _____
in the presence of _____

For and on behalf of the Supplier

Signed:_____
in the capacity of _____
in the presence of _____