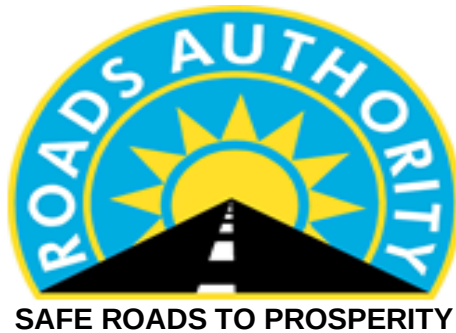




BIDDING DOCUMENT

Issued on: 30 July 2026

**SUPPLY AND DELIVERY OF HP PRINTERS AND TONER
CARTRIDGES FOR A PERIOD OF 36 MONTHS**

Procurement Reference No: G/ONB/RA-03/2026

Cost: N\$ 300.00

Table of Contents

Summary Description	iii
Part I – Bidding Procedures	1
Section I. Instructions to Bidders	2
Section II. Bidding Data Sheet	22
Section III. Evaluation Criteria	28
Section IV. Bidding Forms	33
Part II – Activity Schedule	42
Section V. Activity Schedule	43
Section VI. Scope of Service and Performance Specifications	45
Part III –Contract and	47
Section VII. General Conditions of Contract	47
Section VIII. Special Conditions of Contract	64
Section IX. Contract Forms	67

Summary Description

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

SBD for Procurement of Services

Summary

PART I – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet (BDS)

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

Section III: Bidding Forms

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

PART II – ACTIVITY SCHEDULE

Section IV. Activity Schedule

This Section contains the activity schedule.

Section V. Scope of Services, Performance Specifications and Drawings

PART III – *CONDITIONS OF CONTRACT AND CONTRACT FORMS*

Section VII. General Conditions of Contract (GCC)

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

Section VIII. Special Conditions of Contract

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

Section IX: Contract Forms

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

Part I – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

A.	General	4
1.	Scope of Bid	4
2.	Public Entities Related to Bidding Documents and to Application for Review	4
3.	Corrupt or Fraudulent Practices	4
4.	Eligible Bidders	5
5.	Qualification of the Bidder	6
6.	Conflict of Interest	9
7.	Cost of Bidding	10
8.	Site Visit/Pre-bid Meeting	10
B.	Bidding Documents	10
9.	Content of Bidding Documents	10
10.	Clarification of Bidding Documents	11
11.	Amendment of Bidding Documents	11
C.	Preparation of Bids	11
12.	Language of Bid	11
13.	Documents Comprising the Bid	11
14.	Bid Prices	13
15.	Currencies of Bid and Payment	14
16.	Bid Validity	14
17.	Bid Security	14
18.	Alternative Proposals by Bidders	15
19.	Format and Signing of Bid	15
D.	Submission of Bids	16
20.	Sealing and Marking of Bids	16
21.	Deadline for Submission of Bids	16
22.	Late Bids	16
23.	Modification and Withdrawal of Bids	16
E.	Bid Opening and Evaluation	17
24.	Bid Opening	17
25.	Process to Be Confidential	17
26.	Clarification of Bids	17
27.	Examination of Bids and Determination of Responsiveness	18
28.	Correction of Errors	18
29.	Currency for Bid Evaluation	19
30.	Evaluation and Comparison of Bids	19
31.	Preference for Domestic Bidders	19

F.	Award of Contract	20
32.	Award Criteria	20
33.	RA's Right to Accept any Bid and to Reject any or all Bids	20
34.	Notification of Award and Signing of Agreement	20
35.	Performance Security	17
36.	Advance Payment and Security	21
37.	Adjudicator	21
38.	Debriefing	18

Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Public Entity referred to herein after as the RA, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS**.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services during the period **provided in the BDS and the SCC Clause 2.3**.
 - 1.3 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt.
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means working day unless otherwise stated.
2. **Public Entities Related to Bidding Documents and to Application for Review**
 - 2.1 The public entities related to these bidding documents are the Public Entity, acting as procuring entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)

Application for Review shall be addressed to:

**The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**
3. **Corrupt or Fraudulent Practices**
 - 3.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.
 - 3.2 The RA will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

For the purposes of this Sub-Clause:

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

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

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

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

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

3.3 In further pursuance of this policy, Bidders shall permit the RA 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 RA.

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

3.5 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 65 – 68 (Part 10) of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : **www.mof.gov.na/procurement-policy-unit**

4. Eligible Bidders

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents

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

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

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

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

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

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

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

Links for checking the ineligibility lists are available on the Procurement Policy Unit's website:
www.mof.gov.na/ineligible-bidders

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

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

- (i) are legally and financially autonomous.
- (ii) operate under commercial law, and
- (iii) are not a dependent agency of the Purchaser.

- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the RA, as the RA shall reasonably request.

5. Qualification of the Bidder

- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed products and price schedule.

- 5.2 All bidders shall include the following information and documents with their bids in Section IV:

- (a) Certified copies of original documents of company registration

- (b) Written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise specified in the BDS.
- (d) At least one (reference letter) or a confirmation of sales from organizations of similar size and complexity, within the public sector. The letter must state the quantities bought and names and address of clients who may be contacted for further information on those references/sales.
- (e) The bidder must submit evidence confirming their status as an HP Business Partner, including the actual HP Business Partner Certificate clearly displaying the Partner ID.
- (f) Bidder must provide a formal letter from their HP distributor confirming the HP distributor's authorised status and HP Business Partner ID and explicitly stating that the distributor is able to support the bidder with the supply of the required items.
- (g) A formal letter from the authorised HP distributor confirming the bidder's track record of procuring authentic HP stock through them. This must evidence a minimum of 250 HP genuine tonners purchased.
- (h) A formal letter from an authorised HP distributor confirming the authenticity of the stock and that it is sourced through legitimate HP channels. The letter must also confirm that the HP serial number on the toner packaging can be verified via the HP portal, with the verification link provided by a service provider registered under the HP Business Partner Program.
- (i) Confirmation of working capital – The bidder must provide either evidence of an established credit facility with an authorised HP distributor to support order fulfilment and ensure seamless delivery, or a formal letter from a recognised financial institution confirming the availability of working capital equivalent to N\$1 million (N\$ 1,000,000.00). The provided proofs should explicitly bear the bidder's name and the credit amount.
- (j) The bidder must prove their capacity to store 400 units of HP toner cartridges by submitting either a letter from the distributor confirming adequate storage that will cater for the bidder, or documentation such as a valid warehouse/office lease agreement or title deed. Additionally, a valid fitness (occupancy) certificate for this premises must be provided.

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

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.2 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners.
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) At least one (reference letter) or a confirmation of sales from organizations of similar size and complexity, within the public sector. The letter must state the quantities bought and names and address of clients who may be contacted for further information on those references/sales.
- (b) The bidder submitting an offer for this tender must provide proof of their HP partnership. This should be in the form of a digital copy of a valid HP Certificate or HP Business Partner certificate issued within the past 12 months .
- (c) Bidder must provide a formal letter from their HP distributor confirming the HP distributor's authorised status and HP Business Partner ID and explicitly stating that the distributor is able to support the bidder with the supply of the required items.
- (d) A formal letter from the authorised HP distributor confirming the bidder's track record of procuring authentic HP stock through them. This must evidence a minimum of 250 HP genuine tonners purchased.

- (e) The bidder must submit a letter explicitly authorising the Roads Authority to request a Customer Delivery Inspection (CDI) service directly from HP upon receipt of any batch of supplies or hardware to verify the authenticity of the goods. Should the inspection identify any non-genuine or counterfeit products, payment of the related invoice(s) will be withheld, and the matter will be reported to the relevant local authorities for appropriate action.
- (f) Confirmation of working capital – The bidder must provide either evidence of an established credit facility with an authorised HP distributor to support order fulfilment and ensure seamless delivery, or a formal letter from a recognised financial institution confirming the availability of working capital equivalent to N\$1 million (N\$ 1,000,000.00). The provided proofs should explicitly bear the bidder's name and the credit amount.
- (g) The bidder must prove their capacity to store 400 units of HP toner cartridges by submitting either a letter from the distributor confirming adequate storage that will cater for the bidder, or documentation such as a valid warehouse/office lease agreement or title deed. Additionally, a valid fitness (occupancy) certificate for this premises must be provided.

5.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.4 (a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be considered in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the BDS.

6. Conflict of Interest

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

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the

Bid of another Bidder, or influence the decisions of the RA regarding this bidding process; or

- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

- | | | | |
|----|-----------------------------------|-----|--|
| 7. | Cost of Bidding | 7.1 | The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the RA will in no case be responsible or liable for those costs. |
| 8. | Site Visit/Pre-bid Meeting | 8.1 | <ul style="list-style-type: none"> (a) The Bidder is not required to conduct a site visit. (b) No pre-bid meeting shall be held. (c) Bidder shall not be disqualified from the bidding process as a result of not conducting site visits. |

B. Bidding Documents

- | | | | | | | | | | | | | | | | | | | | | | |
|--------------|---|-----|--|-----------|-------------------------|------------|--------------------|-------------|---------------------|------------|---------------|-----------|-------------------|------------|---|-------------|--------------------------------|--------------|--------------------------------|------------|----------------|
| 9. | Content of Bidding Documents | 9.1 | <p>The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:</p> <table border="0" style="margin-left: 40px;"> <tr><td>Section I</td><td>Instructions to Bidders</td></tr> <tr><td>Section II</td><td>Bidding Data Sheet</td></tr> <tr><td>Section III</td><td>Evaluation Criteria</td></tr> <tr><td>Section IV</td><td>Bidding Forms</td></tr> <tr><td>Section V</td><td>Activity Schedule</td></tr> <tr><td>Section VI</td><td>Scope of Service and Performance Specifications</td></tr> <tr><td>Section VII</td><td>General Conditions of Contract</td></tr> <tr><td>Section VIII</td><td>Special Conditions of Contract</td></tr> <tr><td>Section IX</td><td>Contract Forms</td></tr> </table> | Section I | Instructions to Bidders | Section II | Bidding Data Sheet | Section III | Evaluation Criteria | Section IV | Bidding Forms | Section V | Activity Schedule | Section VI | Scope of Service and Performance Specifications | Section VII | General Conditions of Contract | Section VIII | Special Conditions of Contract | Section IX | Contract Forms |
| Section I | Instructions to Bidders | | | | | | | | | | | | | | | | | | | | |
| Section II | Bidding Data Sheet | | | | | | | | | | | | | | | | | | | | |
| Section III | Evaluation Criteria | | | | | | | | | | | | | | | | | | | | |
| Section IV | Bidding Forms | | | | | | | | | | | | | | | | | | | | |
| Section V | Activity Schedule | | | | | | | | | | | | | | | | | | | | |
| Section VI | Scope of Service and Performance Specifications | | | | | | | | | | | | | | | | | | | | |
| Section VII | General Conditions of Contract | | | | | | | | | | | | | | | | | | | | |
| Section VIII | Special Conditions of Contract | | | | | | | | | | | | | | | | | | | | |
| Section IX | Contract Forms | | | | | | | | | | | | | | | | | | | | |
| | | 9.2 | <p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should</p> | | | | | | | | | | | | | | | | | | |

be completed and returned with the Bid in the number of copies specified in the **BDS**.

- | | |
|--|--|
| <p>10. Clarification of Bidding Documents</p> | <p>10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the RA in writing or by email at the RA's address indicated in the invitation to bid. The RA will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids and by the date indicated in the BDS. Copies of the RA's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.</p> |
| <p>11. Amendment of Bidding Documents</p> | <p>11.1 Before the deadline for submission of bids, the RA may modify the bidding documents by issuing addenda.</p> <p>11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the RA.</p> <p>11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the RA shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.</p> |

C. Preparation of Bids

- | | |
|--|--|
| <p>12. Language of Bid</p> | <p>12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the RA shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p> |
| <p>13. Documents Comprising the Bid</p> | <p>13.1 The Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) The Form of Bid (in the format indicated in Section III); (b) Bid Securing declaration; (c) Priced Activity Schedule; (d) Qualification Information Form and Documents; (e) following documentary evidence (required from Namibian bidders): <ul style="list-style-type: none"> 1. A valid certified copy of company Registration Certificate; |

2. Have an original/certified copy of a valid good Standing Tax Certificate;
3. Have an original/ certified copy of a valid good Standing Social Security Certificate;
4. A valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant RA, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
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, where applicable and that it will abide to sub-clause 6.8 of the General conditions of Contract if it is awarded the contract or part thereof; an.
6. Written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise specified in the BDS.
7. At least one (reference letter) or a confirmation of sales from organizations of similar size and complexity, within the public sector. The letter must state the quantities bought and names and address of clients who may be contacted for further information on those references/sales.
8. The bidder submitting an offer for this tender must provide proof of their HP partnership. This should be in the form of a digital copy of a valid HP Certificate or HP Business Partner certificate issued within the past 12 months .
9. Bidder must provide a formal letter from their HP distributor confirming the HP distributor's authorised status and HP Business Partner ID and explicitly stating that the distributor is able to support the bidder with the supply of the required items.
10. A formal letter from the authorised HP distributor confirming the bidder's track record of procuring authentic HP stock through them. This must evidence a minimum of 250 HP genuine tonners purchased.
11. The bidder must submit a letter explicitly authorising the Roads Authority to request a Customer Delivery Inspection (CDI) service directly from HP upon receipt of any batch of supplies or hardware to verify the authenticity of the goods. Should the inspection identify any non-genuine or counterfeit products,

payment of the related invoice(s) will be withheld, and the matter will be reported to the relevant local authorities for appropriate action.

12. Confirmation of working capital – The bidder must provide either evidence of an established credit facility with an authorised HP distributor to support order fulfilment and ensure seamless delivery, or a formal letter from a recognised financial institution confirming the availability of working capital equivalent to N\$1 million (N\$ 1,000,000.00). The provided proofs should explicitly bear the bidder's name and the credit amount.

13. The bidder must prove their capacity to store 400 units of HP toner cartridges by submitting either a letter from the distributor confirming adequate storage that will cater for the bidder, or documentation such as a valid warehouse/office lease agreement or title deed. Additionally, a valid fitness (occupancy) certificate for this premises must be provided.

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

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

14. Bid Prices

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

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

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

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 6.6 of the General Conditions of Contract and/or

Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

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

15. Currencies of Bid and Payment

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

16. Bid Validity

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

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

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

17. Bid Securing Declaration

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

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

17.3 The Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB Clause 34; or

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

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

18. Alternative Proposals by Bidders

18.1 Alternative bids shall not be considered.

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

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

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

19. Format and Signing of Bid

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

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

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as

necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

D. Submission of Bids

- | | |
|---|---|
| <p>20. Sealing and Marking of Bids</p> | <p>20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.</p> <p>20.2 The inner and outer envelopes shall</p> <ul style="list-style-type: none"> (a) be addressed to the RA at the address provided in the BDS; (b) bear the name and identification number of the Contract as defined in the BDS and Special Conditions of Contract; and (c) provide a warning not to open before the specified time and date for Bid opening as defined in the BDS. <p>20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.</p> <p>20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p> |
| <p>21. Deadline for Submission of Bids</p> | <p>21.1 Bids shall be delivered to the RA at the address specified above no later than the time and date specified in the BDS.</p> <p>21.2 The RA may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the RA and the bidders previously subject to the original deadline will then be subject to the new deadline.</p> |
| <p>22. Late Bids</p> | <p>22.1 Any Bid received by the RA after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.</p> |
| <p>23. Modification and Withdrawal of Bids</p> | <p>23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.</p> <p>23.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL,” as appropriate.</p> <p>23.3 No Bid may be modified after the deadline for submission of Bids.</p> <p>23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified</p> |

in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.

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

E. Bid Opening and Evaluation

24. Bid Opening

- 24.1 The RA will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of subscription to Bid Securing Declaration, and such other details as the RA may consider appropriate, will be announced by the RA at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The RA will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the RA's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the RA, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, and comparison of bids, the RA may, at the RA's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the

Activity Schedule, and other information that the RA may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the RA in the evaluation of the bids in accordance with ITB Clause 28.

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

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

**27. Examination of
Bids and
Determination
of
Responsiveness**

27.1 Prior to the detailed evaluation of bids, the RA will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 5, 13 and 19.2 (b) has been properly signed; (c) is accompanied by the required bid securing declaration; and (d) is substantially responsive to the requirements of the bidding documents.

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

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

**28. Correction of
Errors**

28.1 Bids determined to be substantially responsive will be checked by the RA for any arithmetic errors. Arithmetical errors will be rectified by the RA on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the RA in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Securing

		Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).
29.Currency for Bid Evaluation	29	The RA will evaluate the Bid Price in terms of ITB 15 which is corrected pursuant to ITB Clause 28 and is payable excluding Provisional Sums but including Daywork where priced competitively.
30.Evaluation and Comparison of Bids	30.1	The RA will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
	30.2	In evaluating the bids, the RA will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows: (a) Making any correction for errors pursuant to ITB Clause 28; (b) Excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V; (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
	30.3	The RA reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the RA will not be taken into account in Bid evaluation.
	30.4	The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
31.Preference for Domestic Bidders	31.1	Margin of Preference shall be applicable.

F. Award of Contract

- | | |
|--|--|
| <p>32. Award Criteria</p> | <p>32.1 Subject to ITB Clause 33, the RA will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.</p> <p>32.2 Unless otherwise stated in the SCC, the appointed supplier shall be engaged and requested to delivery the requested items. Delivery shall be made only upon issuance of a purchase order or written request for specific goods by the RA during the contract period. No minimum quantities are guaranteed unless otherwise stated in the SCC.</p> |
| <p>33. RA's Right to Accept any Bid and to Reject any or all Bids</p> | <p>33.1 Notwithstanding ITB Clause 32, the RA reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.</p> |
| <p>34. Notification of Award and Signing of Agreement</p> | <p>34.1 Prior to the expiration of the period of bid validity, the RA shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review to the Review Panel the RA shall notify the selected Bidder, in writing, by issuing a notification of award for the contract. It will state the sum that the RA will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Within seven days from the issue of the notification of award the RA shall publish on the Public Procurement Portal and the RA's website, the results of the Bidding process.</p> <p>34.2 The issue of the notification of award will constitute the formation of the Contract subject to the provisions of Section 55 (5), (6) and (7) of the Procurement Act, 2015 (Act 15 of 2015) read with Regulation 38 of the Public Procurement Regulations, 2017.</p> <p>34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the RA and the successful Bidder. It will be signed by the RA and sent to the successful Bidder along with the notification of award. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the RA, together with the required performance security pursuant to Clause 35.</p> |

-
- | | |
|---|---|
| 35. Advance Payment and Security | 35.1 The RA will not provide an Advance Payment on the Contract Price as stipulated. |
| 36. Adjudicator | 36.1 The RA proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS , plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notification of award, the RA has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party. |
| 37. Debriefing | 37.1 The RA shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award. |

Section II. Bidding Data Sheet

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

A. General	
ITB 1.1	The Employer is <i>Roads Authority</i> The name and identification number of the Procurement: SUPPLY AND DELIVERY OF HP PRINTERS AND TONER CARTRIDGES FOR A PERIOD OF 36 MONTHS
ITB 1.2	The intended contract period is an initial period of thirty-six (36) months. Delivery shall be made only upon issuance of a purchase order or written request for specific goods by the RA to the supplier during the contract period. The appointment is for one (1) supplier under the ordering mechanism provided in the Special Conditions of Contract, and no minimum quantities are guaranteed unless otherwise stated.
ITB 5.2(a)	Pre-qualifications <i>"have not"</i> been carried out.
ITB 5.3 (a)	The Qualification Information and Bidding forms to be submitted are as follows: <i>"ITB Clause 5"</i> .
ITB 5.3(b)	The Mandatory / Qualification Information and Bidding forms to be submitted are as stated in ITB 5.3 with the deletions and amendments as stated below: N/A
ITB 5.4	The information needed for Bids submitted by joint ventures is as follows: <i>JV Agreement & Power of Attorney</i> .
ITB 5.5	The qualification criteria in Sub-Clause 5.4 are modified as follows: <i>"none"</i> .

ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include Bidder must provide at least two (2) reference letters or two (2) confirmations of sales from organizations of similar size and complexity
ITB 5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be • N/A
ITB 5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be <i>None</i> .
ITB 5.6	Subcontractors' experience " <i>will not</i> " be taken into account.

B. Bidding Data

ITB 8.1 (b)	A site inspection will not be conducted.
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be zero (0) copies. Bidders must submit the original bid document, along with all relevant supporting documents. Additionally, a USB containing a fully scanned copy of the duly filled in Original Bid Document with all supporting documents, and clearly marked externally with the Bidders Full Name <u>must</u> be submitted with the Bid.

C. Preparation of Bids

ITB 10.1	The deadline to seek clarifications is seven (7) days prior to the deadline of submission of bids Clarifications shall be addressed to Procurement Officer: Mr. Lucky Goreseb Tell: +264 61 284 7088 or Email: goresebl@ra.org.na
ITB 13.1(g)	The additional materials required to be completed: 1. Written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise specified in the BDS.

2. At least one (reference letter) or a confirmation of sales from organizations of similar size and complexity, within the public sector. The letter must state the quantities bought and names and address of clients who may be contacted for further information on those references/sales.
3. The bidder submitting an offer for this tender must provide proof of their HP partnership. This should be in the form of a digital copy of a valid HP Certificate or HP Business Partner certificate issued within the past 12 months .
4. Bidder must provide a formal letter from their HP distributor confirming the HP distributor's authorised status and HP Business Partner ID and explicitly stating that the distributor is able to support the bidder with the supply of the required items.
5. A formal letter from the authorised HP distributor confirming the bidder's track record of procuring authentic HP stock through them. This must evidence a minimum of 250 HP genuine tonners purchased.
6. The bidder must submit a letter explicitly authorising the Roads Authority to request a Customer Delivery Inspection (CDI) service directly from HP upon receipt of any batch of supplies or hardware to verify the authenticity of the goods. Should the inspection identify any non-genuine or counterfeit products, payment of the related invoice(s) will be withheld, and the matter will be reported to the relevant local authorities for appropriate action.
7. Confirmation of working capital – The bidder must provide either evidence of an established credit facility with an authorised HP distributor to support order fulfilment and ensure seamless delivery, or a formal letter from a recognised financial institution confirming the availability of working capital equivalent to N\$1 million (N\$ 1,000,000.00). The provided proofs should explicitly bear the bidder's name and the credit amount.
8. The bidder must prove their capacity to store 400 units of HP toner cartridges by submitting either a letter from the distributor confirming adequate storage that will cater for the bidder, or documentation such as a valid warehouse/office lease agreement or title deed. Additionally, a valid fitness (occupancy) certificate for this premises must be provided.
9. Certified and Valid Copies of Documentations Listed under Annexure 5 and 6 of the Evaluation Criteria for the qualification of Preferences as prescribed under the Code of Good Practice.
10. Product catalogues or data sheet for offered products
11. Bidders must submit the original bid document, along with all relevant supporting documents. Additionally, a USB containing a fully scanned copy of the duly filled in Original Bid Document with all supporting documents, and clearly marked externally with the Bidders Full Name must be submitted with the Bid.

	12. Original Receipt issued by the Roads Authority for the Purchase of the Bidding Document, must be attached to the bid.
ITB 14.1	Local inputs shall be quoted in <i>Namibian Dollars Only (N\$)</i>
ITB 14.4	The Contract “ <i>is</i> ” subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be 180 working days after the deadline for Bid submission specified in the BDS.
ITB 17.1	(a) The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 17.3	The amount of Bid Security shall be: None
ITB 18.1	Alternative bids <i>are not</i> permitted.
ITB 18.2	Alternative times for completion <i>are not</i> permitted.
ITB 18.4	Alternative technical solutions shall be permitted for the following parts of the Services: _____ <i>None</i> _____. If alternative technical solutions are permitted, the evaluation method will be as follows: <i>None</i> .
D. Submission of Bids	
ITB 20.2	The RA's address for the purpose of Bid submission is: <i>Roads Authority Head Office</i> <i>Cnr. Of Hosea David Meroro & Mandume Ndemufayo Av.</i> <i>Ground Floor, Tender Box,</i> For identification of the bid the envelopes should indicate:

	G/ONB/RA-03/2026: SUPPLY AND DELIVERY OF HP PRINTERS AND TONER CARTRIDGES FOR A PERIOD OF 36 MONTHS <i>Markings on envelope: “DO NOT OPEN BEFORE CLOSING DATE AND TIME”</i>
ITB 21.1	The deadline for submission of bids shall be Thursday, 20 August 2026 at 11h00 am.
E. Bid Opening and Evaluation	
ITB 24.1	Bids will be opened from 11h15 of the day Thursday, 20 august 2026 at the following address <i>Roads Authority</i> <i>Head Office</i> <i>Procurement Management Unit</i> <i>4th floor, Main Boardroom</i> <i>Cnr. Of Hosea David Meroro & Mandume Ndemufayo Avenue.</i>
F. Award of Contract	
ITB 35.1	The Performance Security acceptable to the RA shall be the in the Standard Form of an unconditional Bank Guarantee and for an amount of None.
ITB 36.1	The Advance Payment, where applicable, shall be of <i>None</i> percent of the Contract Price, where applicable.
ITB 37.1	The Adjudicator proposed by the RA is None. The hourly fee for this proposed Adjudicator shall be None. The biographical data of the proposed Adjudicator is as follows: None.

Section III.- Evaluation Criteria

This section contains supplementary criteria that the Roads Authority shall use to evaluate bids.

1. Evaluation

In addition to the criteria listed in ITB 13 the following criteria shall apply:

1. Evaluation shall be conducted on the basis of preliminary examination, mandatory document compliance, technical responsiveness to the specifications, application of any applicable preference, and financial evaluation. Only substantially responsive bids that meet the mandatory and technical requirements will proceed to financial evaluation. Subject to the bidding documents, the RA intends to appoint one (1) substantially responsive bidders with the lowest evaluated bid prices.
2. Bidder must submit at least one (reference letter) or a confirmation of sales from organizations of similar size and complexity, within the public sector. The letter must state the quantities bought and names and address of clients who may be contacted for further information on those references/sales.
3. The bidder submitting an offer for this tender must provide proof of their HP partnership. This should be in the form of a digital copy of a valid HP Certificate or HP Business Partner certificate issued within the past 12 months .
4. Bidder must provide a formal letter from their HP distributor confirming the HP distributor's authorised status and HP Business Partner ID and explicitly stating that the distributor is able to support the bidder with the supply of the required items.
5. Bidder must submit a formal letter from the authorised HP distributor confirming the bidder's track record of procuring authentic HP stock through them. This must evidence a minimum of 250 HP genuine tonners purchased.
6. The bidder must submit a letter explicitly authorising the Roads Authority to request a Customer Delivery Inspection (CDI) service directly from HP upon receipt of any batch of supplies or hardware to verify the authenticity of the goods. Should the inspection identify any non-genuine or counterfeit products, payment of the related invoice(s) will be withheld, and the matter will be reported to the relevant local authorities for appropriate action.
7. Bidder must submit a confirmation of working capital. The bidder must provide either evidence of an established credit facility with an authorised HP distributor to support order fulfilment and ensure seamless delivery, or a formal letter from a recognised financial institution confirming the availability of working capital equivalent to N\$1 million (N\$ 1,000,000.00). The provided proofs should explicitly bear the bidder's name and the credit amount.
8. The bidder provide proof capacity to store 400 units of HP toner cartridges by submitting either a letter from the distributor confirming adequate storage that will cater

for the bidder, or documentation such as a valid warehouse/office lease agreement or title deed. Additionally, a valid fitness (occupancy) certificate for this premises must be provided.

9. Product catalogues or data sheet for offered products
10. Bidders must submit the original bid document, along with all relevant supporting documents. Additionally, a USB containing a fully scanned copy of the duly filled in Original Bid Document with all supporting documents, and clearly marked externally with the Bidders Full Name must be submitted with the Bid.
11. Original Receipt issued by the Roads Authority for the Purchase of the Bidding Document, must be attached to the bid.
12. Certified and Valid Copies of Documentations Listed under Annexure 5 and 6 of the Evaluation Criteria for the qualification of Preferences as prescribed under the Code of Good Practice.

2. Margin of Preference

To be applied in terms of Section 73 of the Public Procurement Act, Act No. 15 of 2015 and Section 71 (2) (i) (ii) of the Act as per the Directive of 14 December 2020

As per the Government Gazette No. 8020 issued on the 31st January 2023 by the Minister of Finance: **Government Notice No. 13: Code of Good Practice on preferences referred to in Section 71 and 72 of the Public Procurement Act, 2015 (Act No. 15 of 2015).**

Extracts of these are highlighted hereunder:

In terms of section 70(1) of the Public Procurement Act, 2015 (Act No. 15 of 2015), in order to promote the objects of Part 11 of that Act, I give notice of the issuance of the **code of good practice** on preferences referred to in sections **71** and 72 of that Act set out in the Schedule.

Section 71

(1) The Board or public entity has the right to limit participation in procurement proceedings on the basis of citizenship in accordance with this Part.

(2) (b) The Board or public entity -

When evaluating and comparing bids, must give preference and the weights prescribed under section 70 to the benefit of bidders for -

(ii) Works and services provided by Namibian citizens,

CODE OF GOOD PRACTICE

AIMS OF CODE

1. This code of good practice aims to –

- a) Promote, facilitate and strengthen measures to implement the empowerment and industrialisation policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for money;
- b) Grant exclusive preferences to categories of local suppliers through reservation of certain procurement of goods, works and services;
- c) To grant national preference to Namibian suppliers;
- d) Specify the –
 - i) categories and eligibility requirements for benefiting from the preferences and reservations under the Act;
 - ii) percentage of margins of preferences under the Act, where applicable;
 - iii) categories reserved for exclusive preferences under the Act;
 - iv) means of measuring the effectiveness of this Code of Good Practice in achieving the aims set out in this paragraph.

PART 2

CATEGORIES, NATURE OF PROCUREMENT AND AMOUNTS FOR EXCLUSIVE PREFERENCE

4. Categories of local suppliers for exclusive preferences

For purposes of achieving the objectives of the Government contemplated in section 2(b) and section 72(1) of the Act, the Board or public entities must give exclusive preference when procuring goods, works and services referred to in paragraph 6 and when evaluating bids within the amounts referred in paragraph 5 to all of the following categories of local suppliers:

- a) manufacturers;
- b) micro, small and medium enterprises;
- c) previously disadvantaged persons;
- d) women owned enterprise;
- e) youth owned enterprises;
- f) suppliers promoting the environmental protection; and
- g) suppliers providing employment to Namibians.

5. Amounts for exclusive preferences

(2) The Board or a public entity when procuring goods, works or services, specified under paragraph 6 and within the amounts referred to in subparagraph. (1); must grant exclusive preference to the categories of local suppliers except in cases where the Board or public entity has proof that no capacity exists or in case of non-responsiveness from the identified categories.

(3) Subject to subparagraph **(2)** where the Board or public entity determines that there is no capacity or no responsiveness from the identified categories, the Board or public entity must note in the record of the procurement proceedings the grounds for not granting exclusive preference.

PART 3**QUALIFICATION CRITERIA FOR EXCLUSIVE AND NATIONAL PREFERENCES****7. Qualification criteria for exclusive preference to local suppliers**

The Board or public entity must give exclusive preference to a bidder who –

- (a) Qualifies as a Namibian bidder in terms of section 71(3) of the Act;
- (b) Demonstrates that the bidder meets the local content; and
- (c) Meets any or more of the criteria specified in Annexure 5.

9. Margins of preference applicable for exclusive preference to local suppliers

(1) The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes are 10%.

(2) The Board or public entity, when evaluating bids for exclusive preference must apply the margins of preference specified in Column 2 of Annexure 6 to qualifying bidders per each qualifying category.

(3) A bidder **must include a declaration** in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

(4) If a bidder qualifies for margins of preference on more than one basis, all such margins of preference must be granted to the bidder and, when considering the bid, the bid price must be reduced with the amount determined in accordance with the formula below:

$$A = \frac{MP \times BP}{100}$$

in which formula -

- a) “A” represents the amount to be determined;
- b) “MP” represents the total percentage of all margins of preference granted in respect of the bid; and
- c) “BP” represents the bid price.

Annexure 5**CRITERIA FOR APPLYING MARGINS OF PREFERENCE TO QUALIFYING BIDDERS (EXCLUSIVE PREFERENCES)**

(Paragraph 7(c))

CATEGORY OF BIDDER	CRITERIA
Manufacturer	A bidder who is a manufacturer as defined in paragraph 1.
MSME	A bidder who is a MSME as defined in paragraph 1 whose minimum equity is 51% owned by Namibians.

Women	Owned enterprise a bidder who is a woman or whose minimum equity is 51% owned by Namibian women.
Youth	Owned enterprise a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths
PDP owned enterprise	A bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs.
Suppliers providing environment protection	A bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document.
Suppliers providing employment to Namibians	A bidder who employs 50% or more Namibian citizens.

Annexure 6

CATEGORY OF BIDDER	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE
MSME	1 percent	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
Women	1 percent	- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
Youth	2 percent	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
PDP owned enterprise	2 percent	-IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
Suppliers providing	1 percent	-declaration that the bidder employs 50% or

employment to Namibians		more Namibian Citizens Note: Provide evidentiary proof from SSC and accompanying IDs of Employees.	
Total	7 percent		

Section IV - Bidding Forms

Table of Forms

Bid Submission Form	34
Bid Securing Declaration	32
Written Undertaking in terms of Section 138 of the Labour Act, 2007	34
Qualification Information	396

Bid Submission Form

Date: _____
 Bidder's Reference No.: _____

Procurement Reference No: **G/ONB/RA-03/2026**

To: **Roads Authority, Windhoek**

We, the undersigned, declare that:

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

(b) We offer to execute the *name and identification number of Contract* _____

_____ in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.

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

Amount payable in Namibia Dollars
(i)
(ii)

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

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

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

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

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

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

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

⁵ Use one of the two options as appropriate.

- (k) We hereby confirm that we are not Employees of the Roads Authority and/or members of their household/family. We further acknowledge that we will get disqualified should we be found to be conflicted in terms of the Roads Authority conflict of Interest Policy
- (l) We undertake to abide ethical conduct during the procurement process and the execution of any resulting contract.
- (k) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (l) We understand that this bid, together with your written acceptance thereof included in your Notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Seal of Company _____

Appendix to Bid Submission Form**BID SECURING DECLARATION**
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))**Date:****Procurement Ref No.:** G/ONB/RA-03/2026**To: Roads Authority, Windhoek**

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

***Delete if not applicable / appropriate**



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 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.*

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: []

Principal place of business: []

Power of attorney or other acceptable document of signatory of Bid: *[attach]*

1.2 Total annual volume of Services performed in three years, in Namibian dollars as specified in the BDS: *[insert]*

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

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

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

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

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach CV. Refer also to ITB Sub-Clause 5.4(d) and GCC Clause 4.1.

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

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.

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

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

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

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

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

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

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

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

2. Joint Ventures

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

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

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

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

- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

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

Part II – Activity Schedule

Section V. Activity Schedule

Objectives

The objectives of the Activity Schedule are

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

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

Procurement Reference Number: _____

Currency of Bid: Namibia Dollars

Priced Activity Schedule Authorised By:

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

Section VI. Products Specifications

Item no	Product	Specifications
1	HP LaserJet M507dn (3 year warranty)	• Type: Monochrome Laser Printer (Print only) • Print Speed: Up to 43 ppm (A4) • Resolution: Up to 1200 × 1200 dpi • Duplex: Automatic double-sided printing • Paper Capacity: 650 sheets (100 + 550) • Connectivity: USB 2.0, Gigabit Ethernet • Duty Cycle: Up to 150,000 pages/month • Display: 2.7-inch color LCD
2	HP LaserJet Toner Cartridge - 89A	• Type: Black Original LaserJet Toner Cartridge • Model: CF289A (89A) • Print Technology: Laser printing (toner powder) • Colour: Black • Page Yield: Approx. 5,000 pages (ISO/IEC 19752) • Compatible Printers: HP LaserJet Enterprise M507dn, M507n, M507x, M528 series
3	HP LaserJet Toner Cartridge - 87A	• Type: Black Original LaserJet Toner Cartridge • Model: CF287A (87A) • Print Technology: Laser printing (toner powder) • Colour: Black • Page Yield: Approx. 9,000 pages • Compatible Printers: HP LaserJet Enterprise M506, M527 series
4	HP LaserJet Toner Cartridge - 225A	• Type: Original LaserJet Toner Cartridge • Model: W2250A (225A) • Print Technology: Laser printing (toner powder) • Colour: Black • Page Yield: Approx. 2,500 pages • Compatible Printers: HP Color LaserJet 3201 / 3301 series
5	HP LaserJet Toner Cartridge HC2337A -37A	• Type: Original HP LaserJet Toner Cartridge • Model: CF237A (37A) • Print Technology: Laser printing (toner powder) • Colour: Black • Page Yield: Approx. 11,000 pages • Compatible Printers: HP LaserJet Enterprise M607 / M608 / M609 series, HP LaserJet Enterprise MFP M631 / M632 / M633 series

Part III –Contract

Section VII. General Conditions of Contract

As per the Section 62 of Public Procurement Act 15 of 2015 , the Contents of procurement contracts applies and is as follows:

62. (1) A procurement contract includes the prescribed terms and conditions.

(2) The parties must expressly agree in writing to any amendment to the contract, other

than changes which do not alter the basic nature or scope of the contract.

(3) An amendment to the contract that increases the contract value by more than 15 per

cent requires fresh procurement proceedings, except where the amendment is effected for a

reason specified in section 36(2)(b) or (c).

(4) No formal amendment of the contract is required if the public entity wishes to

make a variation or invokes a contract price adjustment which is expressly authorised in the

contract.

(5) The parties must include in every procurement contract a clause to the effect that in

the execution of the contract, the remuneration and other conditions of work are not contrary to

this Act or any other law, or contrary to the applicable minimum wage agreement.

(6) A contractor may not transfer, cede or assign a procurement contract or its obligations under the contract to any other person.

(7) Every contractor must display a copy of the provisions of subsections (5) and (8) at

the place at which the work required by the contract is performed.

(8) In this section, “work” has the same meaning assigned to it by the Labour Act, 2007 (Act No. 11 of 2007).

In addition:

1. This sample contract for the Provision of Services has been prepared for use when hiring firms to provide Services paid on the basis of Time-Based remuneration.
2. Time-Based contracts are used when definition of the quantities to be performed is not certain and may be increased at any time depending on the need, when the commercial risk taken by the Service Provider is minimal, and when therefore such Service Provider/s are prepared to perform the assignment for an agreed predetermined rate. Such price is arrived at on the basis of inputs—including rates—provided by the Service Provider. The RA agrees to pay the Service Provider according to a schedule of payments linked to the delivery of certain outputs. A major advantage of the time-based contract is the simplicity of its administration, the RA having the flexibility of increasing the quantities and only to be satisfied with the outputs without monitoring the staff inputs.
3. The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The RA using this sample contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

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

Table of Clauses

A. General Provisions.....	51
1.1 Definitions	51
1.2 Applicable Law	52
1.3 Language	52
1.4 Notices	52
1.5 Location.....	52
1.6 Authorized Representatives	52
1.7 Inspection and Audit by the Public Entity	52
1.8 Taxes and Duties	52
2. Commencement, Completion, Modification, and Termination of Contract.....	53
2.1 Effectiveness of Contract	53
2.3 Intended Completion Date.....	53
2.4 Modification	53
2.5 Force Majeure	53
2.6 Termination	54
3. Obligations of the Service Provider	55
3.1 General	55
3.2 Conflict of Interests.....	56
3.3 Confidentiality.....	56
3.4 Assignment	56
3.5 Indemnification	57
3.6 Insurance to be Taken Out by the Service Provider	57
3.7 Service Provider's Actions Requiring RA's Prior Approval	57
3.8 Reporting Obligations.....	58
3.9 Documents Prepared by the Service Provider to Be the Property of the RA.....	58
3.10 Liquidated Damages	58
3.11 Performance Security.....	58
4. Service Provider's Personnel	59
4.1 Description of Personnel	59
4.2 Removal and/or Replacement of Personnel.....	59
5. Obligations of the RA	59
5.1 Assistance and Exemptions	59
5.2 Change in the Applicable Law.....	59
5.3 Services and Facilities.....	59
6. Payments to the Service Provider	59
6.1 Time-Based Remuneration	60
6.2 Contract Price	60
6.3 Payment for Additional Services, and Performance Incentive Compensation	60
6.4 Terms and Conditions of Payment	60
6.5 Interest on Delayed Payments	60
6.6 Price Adjustment	60
6.7 Dayworks	61
6.8 Labour Clause.....	61
7. Quality Control.....	62
7.1 Identifying Defects.....	62
7.2 Correction of Defects, and lack of Performance Penalty	62

8. Settlement of Disputes	63
8.1 Amicable Settlement	63
8.2 Dispute Settlement.....	63

Section VII. General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the RA and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder **as specified in SCC**.
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Contract Period" means the period which the Services are required to be provided by the Service Provider as certified by the RA **as indicated in the SCC**;
- (d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract **as indicated in the SCC**;
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6.2;
- (f) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- (g) "RA" means the party who employs the Service Provider **as specified in the SCC**
- (h) "GCC" means these General Conditions of Contract;
- (i) "Government" means the Government of the Republic of Namibia;
- (j) "Local Currency" means Namibia Dollars;
- (k) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider' rights and obligations towards the RA under this Contract;
- (l) "Party" means the RA or the Service Provider, as the case may be, and "Parties" means both of them;
- (m) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

- (n) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the RA;
- (o) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the RA
- (p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (q) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the RA
- (r) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (s) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the Public Entity

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

1.8 Taxes and Duties

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

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**, no later than 30 days after the notification of award was issued.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the RA for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.10. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal

to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the RA

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the RA may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the RA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is

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

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

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

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

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

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

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

2.6.2 By the Service Provider

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

- (a) if the RA fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within Sixty (60) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful

adviser to the RA, and shall at all times support and safeguard the RA's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Republic of Namibia which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

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

3.4 Assignment

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

- 3.5 Indemnification**
- The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the RA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of RA's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.
- 3.6 Insurance to be Taken Out by the Service Provider**
- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Service Provider shall provide and thereafter maintain all appropriate RA's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- (c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (d) Except for the RA's Liability and Workmen's compensation insurance, the insurance policies under this clause shall:
- (i) Name the RA as additional insured;
 - (ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the RA;
 - (iii) Provide that the RA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 3.7 Service Provider's Actions Requiring RA's Prior Approval**
- The Service Provider shall obtain the RA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,

- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be **specified in the SCC**.
- 3.8 Reporting Obligations**
 The Service Provider shall submit to the RA the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.9 Documents Prepared by the Service Provider to Be the Property of the RA**
 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.8 shall become and remain the property of the RA, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the RA, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.
- 3.10 Liquidated Damages**
 - 3.10.1 Payments of Liquidated Damages**
 The Service Provider shall pay liquidated damages to the RA at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The RA may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
 - 3.10.2 Correction for Over-payment**
 If the Intended Completion Date is extended after liquidated damages have been paid, the RA shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
 - 3.10.3 Lack of performance penalty**
 If the Service Provider has not corrected a Defect within the time specified in the RA's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.
- 3.11 Performance Security**
 The Service Provider shall provide the Performance Security to the RA no later than the date specified in the Notification of award. The Performance Security shall be issued in an amount and form and by a bank acceptable to the RA and denominated in Namibia Dollars. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the RA.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the RA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the RA finds that any of the Personnel have:
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,then the Service Provider shall, at the RA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the RA.
 - (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the RA

- 5.1 Assistance and Exemptions** The RA shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The RA shall make available to the Service Provider the Services and Facilities listed under Appendix E.

6. Payments to the Service Provider

- 6.1 Time-Based Remuneration** The Service Provider's remuneration shall not exceed the Contract Price rates and shall be subject to the quantities performed as agreed with the purchaser including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** The price payable in Namibia Dollars is the corrected bid price accepted in terms of the award or the total amount in terms of the Contract Agreement signed by the Parties, whichever is applicable.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, an increase in the remuneration may be done by increasing the quantities multiplied by the unit price thereto provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** 6.4 Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Namibia for the same amount and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the RA specifying the amount due.
- 6.5 Interest on Delayed Payments** 6.5 If the RA has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment** 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/loc}$$

Where:

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

A_c , B_c and C_c are coefficients specified in the SCC, representing A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion

for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 30 days before Bid opening for labor; both in the specific currency "c".

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

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

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

6.7 Dayworks

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

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

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

6.8 Labour Clause

- 6.8.1 (a) The remuneration and other conditions of work of the employees of the Service Provider shall not be less favourable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the employees and RAs in the trade concerned;
 - (ii) by arbitration awards; or
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the

general level observed in the trade in which the contractor is engaged by RAs whose general circumstances are similar.

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

- (a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Accounting Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

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

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

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and lack of Performance Penalty

- (a) The RA shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the RA's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the RA's notice, the RA will assess the cost

of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.10.3

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

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

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

8.2.5 Should the Adjudicator resign or die or should the RA and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the RA and the Service Provider. In case of disagreement between the RA and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 15 days of receipt of such request.

Section VIII. Special Conditions of Contract

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

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is: <i>No standing Adjudicator shall be appointed for this Contract.</i>
1.1(c)	The Contract Period is: <i>Three (3) years</i>
1.1(d)	The contract name is SUPPLY AND DELIVERY OF HP PRINTERS AND TONER CARTRIDGES FOR A PERIOD OF 36 MONTHS
1.1(g)	The Employer is <i>Roads Authority</i>
1.1(k)	The Member in Charge is <i>Mr. Joseph Ndakolo, Tel: 081 959 7068</i>
1.4	The addresses for delivery of notices are: Employer: <i>Roads Authority Head Office, Cnr of Hosea David Meroro Road</i> <i>Mandume Ndemufayo Avenue,</i> <i>4th Floor, North Wing</i> <i>Procurement Management Unit</i> <i>Attention: Mr. Lucky Goreseb at Tell: 061 284 7088 Email: goresebl@ra.org.na</i>
1.6	The Authorized Representatives are: For the Roads Authority: <i>Mr. Joseph Ndakolo, 061 959 7068</i> For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is 01 December 2026
2.2.2	The Intended Starting Date for the commencement of Services is 01 December 2026
2.3	The Intended Completion Date is <i>36 months</i>
2.5.1.	Public Entity to define was considered as extreme conditions: <i>None</i>

3.2.3	Activities prohibited after termination of this Contract are: <u>Not applicable</u> _____
3.7(d)	The other actions are: <i>Not applicable</i> _____
3.9	Restrictions on the use of documents prepared by the Service Provider are: _____ <i>Not applicable</i> _____
3.10.1	The maximum number of liquidated damages for the whole contract is 7% percent of the Contract Price.
3.10.3	The percentage % to be used for the calculation of Lack of performance Penalty/(ies) is: Not applicable The Defects Liability Period is : Not applicable
5.1	The assistance and exemptions provided to the Service Provider are: “ <i>not applicable.</i> ”
6.4	Payments shall be made according to the following schedule: • The Contractor will be remunerated based on invoices submitted and certified by the Employer in respect of the contract value of the works executed for the invoice. • The Employer shall not issue advance payment for Mobilization, Material or supplies. • Unless otherwise stated in the SCC, the appointed supplier shall be engaged and requested to delivery the requested items. Delivery shall be made only upon issuance of a purchase order or written request for specific goods by the RA during the contract period. No minimum quantities are guaranteed unless otherwise stated in the SCC..
6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 5 days in the case of the final payment. The interest rate is <i>market related rate from commercial banks</i> .
6.6.1	Price adjustment is <i>not to be applied</i> in accordance with Sub-Clause 6.6.
7.1	The procedures for inspection of the Services by the RA are as follows: <i>N/A</i>
8.2.3	The Adjudicator is <i>Not applicable</i> who will be paid a rate of <i>Not applicable</i> per hour of work. The following reimbursable expenses are recognized: <i>Not applicable</i>

8.2.4	The arbitration procedures of the following institutions will be used: <i>Following notice of intention to commence arbitration issued by either party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</i>
8.2.5	The designated Appointing Authority for a new Adjudicator is <i>Not applicable</i>

Section IX. Contract Forms

Table of Forms

Notification of award 64

Form of Contract..... 68

Form of Contract

TIME-BASE REMUNERATION

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

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

WHEREAS

- (a) the RA has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the RA that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of..... at a rate of N\$ per unit;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Notification of award;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Scope of Service and Performance Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices:

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Local Currency

Appendix E: Services and Facilities Provided by the RA

2. The mutual rights and obligations of the RA and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the RA shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]